

CITY OF SEDONA



REQUEST FOR PROPOSAL CULTURAL PARK MASTER PLAN

City of Sedona exclusively uses its eProcurement System (<https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities>) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant/non-responsive. The City of Sedona accepts no responsibility for the receipt and/or notification of solicitations through any other means.

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

SECTION I - INSTRUCTIONS TO RESPONDENTS 3
SECTION II - TERMS AND CONDITIONS 8
SECTION III - SUBMITTAL FORM 15
SECTION IV – BACKGROUND & PROJECT GOALS 16
SECTION V – SCOPE OF WORK 18
SECTION VI - SAMPLE PROFESSIONAL SERVICES CONTRACT 21
APPENDIX A - EXCEPTIONS TO RFP & CONTRACT DOCUMENTS 30

SECTION I - INSTRUCTIONS TO RESPONDENTS

1. PURPOSE

The City of Sedona, Arizona (City) is announcing a Request for Proposals (RFP) from qualified Design and Development Firms to provide professional services for the creation of the Master Plan for the Sedona Cultural Park (Cultural Park). The portion of the Cultural Park consists of 5 lots addressed as 45, 75 and 105 Cultural Park Place and 135 and 4245 Arts Village Dr. (Parcel Numbers: 408-47-004C, 408-47-004W, 408-47-007, 408-47-009A and 408-47-009B respectively.) This request does not include the approximately 5.25 acres of Phase I, addressed as 40 Cultural Park Place. (Parcel Number 408-47-008).

2. SCOPE OF WORK:

Contained within the Scope of Work (Section V) are specific objectives which will be required of the awarded respondent. The City of Sedona shall retain the ability to revise this scope as necessary through Addenda to this RFP, contract negotiations, or amendment(s) to the awarded contract.

3. SUBMITTAL REQUIREMENTS:

Respondents shall submit proposals via the eProcurement system in PDF format. Proposals will be received by the City until the date and time listed in Section I.14 Proposed Schedule.

4. RFP FORMAT:

To assist in the evaluation process, proposals should contain the following information. The submittal shall be 11-point font minimum. Proposals shall be submitted in the format outlined below. Proposals must be valid for a period of ninety (90) calendar days from the proposal submittal deadline. Failure to provide any of the following information in the submitted proposal may result in the submission being deemed non-responsive and rejected.

Proposals shall include the following required information:

A. Letter of Transmittal

The letter shall include the following elements:

1. Statement of understanding of the work to be performed.
2. Statement of affirmation of the firm's qualifications for professionally and expertly conducting the work as understood.
3. The firm's contact person concerning the proposal and a telephone number and e-mail address where that person can be reached.
4. Signed by firm's authorized representative.

B. General Profile of the Firm

The general profile shall include the following information:

1. A brief statement indicating the firm's experience in conducting work similar in nature to that sought by this RFP. Prepared brochures may be submitted as a part of this profile as long as they specifically address the experience of the firm related to the work to be performed.
2. How long firm has been in business.
3. The location of the firm's office serving this project.
4. Resumes of individual consultants or employees proposed to conduct the work for the City and the specific duties of each consultant or employee relative to the City's proposed work.
5. A brief reference list of other municipalities served by the firm shall be provided along with telephone numbers and names of contact persons.
6. Samples of similar projects performed and completed for other municipalities.
7. Any other information describing the office may be included if it relates to the capabilities and expertise of the firm in doing comparable work.

C. Explanation of Work to be performed

The proposal must include a detailed description of the procedures and methods (including means of outreach and input retrieval and collation) proposed to address the requirements of the scope of work and project goals described in the RFP, and a timeline or schedule outlining the complete process from initiation to the presentation of the final Master Plan to City Council. This is important because the methods, procedures, and timeline/schedule proposed will receive primary consideration in evaluating the submitted proposal. Examples of similar work will be helpful.

D. Cost

A total, not to exceed, cost estimate for the project must be submitted. The cost shall be based on the number of hours of work provided and "out of pocket expenses" (e.g. travel and lodging) and shall not exceed the maximum cost proposed unless an amendment to the contract is negotiated and approved by the proper authority of the City. Such estimate shall provide the following information:

1. The number of hours to be provided by each person assigned to the proposed work by the firm's organizational levels.
2. The proposed hourly rate for billing shall be included for each person.
3. The number of hours of work, cost and percentage of total cost shall be itemized for each major work element of the proposal.
4. An itemized estimate of "out-of-pocket expenses" must be included.
5. Method of billing must be disclosed. The preferred practice of the City is to pay for this type of consulting service upon completion of the work and receipt of the required report, however, the City will consider paying on a periodic basis as substantial portions of the work are performed, but not more than one time per month. If this option is proposed the work product completed in each phase shall be associated with an identified portion of the not to exceed fee.
6. A proposal for how the City will be kept informed as to the work believed to be completed and the budget dollars utilized throughout the process. The proposal shall include a method for communicating to the City for approval, any task/work request considered to be outside of the agreed upon scope and contracted duties

that will incur fees, is communicated prior to the performance of that task/work request.

5. QUESTIONS:

All explanations desired by a respondent regarding the meaning or interpretation of this Request for Proposals, or any part thereof, must be requested in writing via the eProcurement system or directed to the project representative by email and shall be received no later than the date and time specified in Section I.14. Proposed Schedule.

CITY OF SEDONA PROJECT REPRESENTATIVE:

Ian Coubrough, CPPB
Procurement Officer
icoubrough@sedonaaz.gov

6. INSTRUCTIONS TO RESPONDENTS

The City of Sedona exclusively uses its eProcurement system, <https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities>, for the dissemination of all formal solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid/proposal non-compliant/non-responsive. The City accepts no responsibility for the receipt and/or notification of solicitations through any other means.

7. RFP TRANSPARENCY

Beginning on the date this RFP is issued and continuing until either the date a contract is awarded or this RFP is withdrawn by the City, all persons or entities who respond or intend to respond to this RFP, including without limitation their employees, agents, representatives, partners, subcontractors, consultants, joint venturers, members, lobbyists, or attorneys (collectively, “firm”), shall only discuss matters associated with this RFP with the designated City project representative and shall not have any direct or indirect contact about this RFP with any other City staff or official. Firms who violate this policy shall be disqualified from participating in this RFP.

8. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal, signed by firm’s authorized representative, to the designated City employee.

9. INTENT OF THE CITY

The objective of this RFP is to provide sufficient information to enable qualified respondents to submit written proposals. This RFP is not a contractual offer or commitment to purchase services. Contents of this RFP and respondent’s submittal will be used for establishment of final contractual obligation. It is to be understood that this RFP document and the respondent’s proposal may be attached or included by reference in an agreement between the City and successful respondent.

10. BASIS FOR SELECTION

Proposals will be evaluated utilizing the criteria listed below.

CRITERIA	POINTS
Technical Expertise	30
Procedure, Methods, & Schedule	50
Cost	20

All proposals will be evaluated based on the technical and professional expertise and the experience of the firm, the proposed method, the procedures of the work, the timeline/schedule, and the cost of the proposal. The apparent ability of the firm to be independent and objective in performing the requested work will also be considered.

A. Technical Expertise

The technical expertise and experience of the firm will be determined by the following factors:

1. The overall experience of the firm in conducting similar work that is to be provided to the City of Sedona.
2. The expertise and professional level of the individuals proposed to conduct the work for the City of Sedona.
3. The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.

B. Procedure and Methods, and Timeline/Schedule

The methods and procedures proposed to be utilized to conduct the work requested as they relate to thoroughness and objectiveness will be of primary importance in evaluating proposals. This includes evaluation of the soundness of the approach relative to the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the work to ensure timely and orderly completion.

C. Cost

The cost will be weighed in relation to the other proposals received and shall be evaluated relative to the number of hours of professional consulting services to be received by the City and the overall level of expertise of the specific firm's personnel proposed to do the work for the City.

NOTE: Selected firms submitting proposals will be invited to give an oral presentation explaining their proposal.

After the City has identified the proposal with the best value to the City, the City shall have the right to interview and negotiate with the respondent over the final terms and conditions of the contract. The primary objective of the negotiations is to maximize the City's ability to obtain best value, based on the requirements and evaluation factors set forth in the RFP. If an agreement cannot be reached, the negotiation will be terminated, and similar negotiations will occur with the second-ranked firm.

11. REQUIRED INSURANCE

Insurance requirements are listed in Paragraph 7 of the attached sample Professional Services Agreement, Section VI.

12. PRE-SUBMITTAL MEETING

A non-mandatory pre-submittal conference is scheduled for 10:00 AM on Tuesday, April 16, 2024, via a Teams meeting: <https://events.gcc.teams.microsoft.com/event/64abaefe-6144-4ceb-8356-510c37c864c0@b443b240-5293-4880-9919-376e63c3d874>.

Registration is required in advance and respondents are encouraged to attend the pre-submittal conference.

13. SAMPLE PROFESSIONAL SERVICES AGREEMENT

The sample Professional Services Agreement attached hereto is provided as an example upon which the contract with the successful firm will be based.

14. PROPOSED SCHEDULE

The tentative timeline established by the City for its selection process is as follows. This timeline is subject to change by the City. All times listed in this RFP are as determined by reference to www.time.gov referencing the Arizona area.

- March 26, 2024.....Issue Request for Proposals
- April 16, 2021.....10:00 a.m. Pre-Submittal Meeting
- April 18, 2024..... 2:00 p.m. Deadline for Questions
- April 25, 2024.....2:00 p.m. Proposal Submittal Deadline.
- May 7, 2024..... Committee finalizes review of proposals.
The top candidate will be announced.
- Week of May 13, 2024.....Oral Presentations/Interviews.
- May 28, 2024..... City Council approval of contract with
selected firm.
- June 3, 2024..... Project kick off.

SECTION II - TERMS AND CONDITIONS

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. City reserves the right to extend the date by which submittals are due. City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. The City reserves the right to reject any and all responses, in part or in whole, and to accept responses which, in its sole discretion and opinion, appear to be responsive.

1. DEFINITIONS

The City of Sedona herein after referred to as “City” as used in these RFP documents shall be construed as to include the City Council, all employees, officers, and agents of the City. The “Vendor/Contractor/Firm/Proposer/Offeror” is named as such in the RFP/contract documents and is referred to in generic terms as if the Vendor/Contractor/Firm/Proposer/Offeror were of singular number and masculine or feminine gender.

2. ADDENDA

Addenda issued prior to the RFP Deadline shall be included in the proposal and made part of the Contract. Any addenda issued during the time of proposing shall be posted to the City’s eProcurement system at <https://sedonaaz.bonfirehub.com/portal/?tab=openOpportunities> and a copy will be emailed to all known proposers. The Proposer shall be responsible for confirming they are in receipt of all addenda prior to submission of their proposal and shall acknowledge each addendum received on the Section III – Submittal Form.

3. DISQUALIFICATION OF PROPOSER

The City may refuse to consider proposals from Proposers believed to have participated in collusion. Proposers may only submit one (1) proposal in response to this RFP. If the City has reason to believe a proposer is interested in more than one (1) proposal for this RFP, the City may reject all proposals for the work in which the proposer is interested. A person, firm, or corporation that submitted a sub-proposal to a proposer, or that has quoted prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

4. MODIFICATIONS/EXCEPTIONS

Proposers shall not change or make additions to the RFP documents. Any such changes or additions may result in the City’s rejection of the proposal as being non-responsive to this invitation to propose. Any exceptions a proposer takes to the RFP or Contract Documents shall be noted in Appendix A – Exceptions to RFP & Contract Documents. No oral, telephonic, telegraphic, email, or facsimile proposals or modifications will be considered.

The City encourages Proposers to send questions to the Procurement Officer prior to the deadline for questions rather than including exceptions in their proposal. The City reserves the right to reject any exceptions proposed.

5. LATE PROPOSALS

Proposals must be through the eProcurement System before the specified time and date

proposals are due. Proposals received after the submission deadline shall be rejected as non-responsive proposals.

6. BUSINESS IN ARIZONA

The City will not enter into contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering into a contract with the City.

7. LICENSES

If required by law for the operation of the business or work related to this RFP, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

8. AWARD OF PROPOSAL/CONTRACT

Award of proposal will be made to one (1) or more firms based on best value to the City, and compliance with all the requirements of this RFP.

The Successful Proposer shall be required to enter into a written contract with the City in a form based on the Sample Professional Services Agreement, Section VI, and approved by legal counsel of the City. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the Successful Proposer.

The City reserves the right to be the sole judge as to whether such items proposed will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the City. Award of contract shall be made to the most responsible, responsive offeror who's negotiated best and final offer is determined to be the best value offer, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals.

9. USE OF SUBCONTRACTORS

The Proposer's intent to use subcontractors to perform any portion of the work described in this RFP must be clearly stated in the Proposer's proposal. The Proposer's proposal must include a description of what portion(s) of the work will be subcontracted out, and the names and addresses of potential subcontractors.

10. NON-DISCRIMINATION

The Contractor shall comply with State of Arizona Executive Order No. 2023-01 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

11. ABILITY TO MEET OBLIGATIONS

By submitting a proposal, the Proposer affirms there are no actions, suits or proceedings of any kind pending against Proposer or, to the knowledge of the Proposer, threatened against Proposer

before or by any court, governmental body or agency, or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Proposer to perform its obligations under this contract, or which question the legality, validity or enforceability hereof or thereof.

12. UNDUE INFLUENCE

By submitting a proposal, the Proposer declares and warrants that no undue influence or pressure is or has been used against or in connection with any officer or employee of the City in connection with award or terms of the Contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the Proposer, or from any officer, employee, or agent of the Proposer, in connection with award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the Contract entitling the City to any and all remedies by law or in equity.

13. PROTESTS AND APPEALS

The City of Sedona has not adopted and published procurement protest policies and procedures. The procurement policies and procedures of the Arizona State Department of Administration – State Procurement Office codified by rule apply in case of protest. Those rules are found in the Arizona Administrative Code, R2-7-A901 et seq.

14. PUBLIC RECORDS LAW

All proposals and supporting materials submitted in response to this solicitation, as well as correspondence relating to this RFP, shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If a Proposer believes that a specific section of its proposal is confidential, the Proposer will isolate the pages marked confidential in a specific and clearly labeled section of its response. A Proposer may request specific information contained within its proposal is treated by the Procurement Officer as confidential provided the Proposer clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Proposers as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Proposer in writing of any request to view any portion of its proposal marked “confidential.” The Proposer will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Proposer does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

15. ERASURES, INCONSISTENT, OR ILLEGIBLE PROPOSALS

Proposals must not contain any erasures, interlineations, or other corrections unless each correction is authenticated by affixing the initials of the person signing the proposal in the margin immediately next to the correction. If the City determines that a proposal is unintelligible, inconsistent, or ambiguous, the City may reject the proposal as being non-responsive.

16. SALES TAX

The successful Proposer shall pay all federal, state and local taxes, levies, duties, and assessments of every nature due in connection with any work and /or services under the proposal and shall indemnify and hold harmless City from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for all applicable taxes, if any.

17. RESERVED RIGHTS

The City of Sedona reserves the right to:

- Reject any or all proposals received in response to this RFP,
- Withdraw the RFP at any time, at the City's sole discretion,
- Make an award under the RFP in whole or in part,
- Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP,
- Seek clarifications and revisions of proposals,
- Use proposal information obtained through interviews, and the City's investigation of a proposer's qualifications, experience, ability, or financial standing, and any materials or information submitted by the proposer in response to the City's request for clarifying information in the course of evaluation and/or selection under the RFP,
- Prior to the RFP Deadline, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available,
- Prior to the RFP Deadline, direct proposers to submit proposal modifications addressing subsequent RFP amendments,
- Change any of the scheduled dates,
- Waive any requirements that are not material,
- Negotiate with the successful proposer within the scope of the RFP in the best interest of the City,
- Conduct contract negotiations with the next responsible proposer, should the City be unsuccessful in negotiating with the selected proposer,
- Utilize any and all ideas submitted in the proposals received,
- Require, unless otherwise specified in the RFP, that every offer is firm and not revocable for a period of ninety (90) calendar days from the RFP Submittal Deadline,
- Require clarification at any time during the procurement process and/or require correction

of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine a proposer's compliance with the requirements of this RFP.

- Additionally, this RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All proposals become the property of the City. Except for the name of the firms, no information contained in the proposal shall be made public until after award and execution of a contract.

18. EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall examine and become familiar with all RFP documents, any addenda thereto, and the sample Professional Services Agreement, collectively referred to as the Contract Documents. The failure of the Proposer to examine and become familiar with all of the Contract Documents shall in no way relieve the Proposer from any obligations of this RFP or Contract. No claim(s) will be allowed for additional compensation that is based on a lack of knowledge of any Contract Document.

19. DEFAULT

If the Successful Proposer fails to perform in accordance with the Contract Documents, the City may terminate the agreement, in whole or in part, in accordance with the Contract Documents.

20. INDEMNIFICATION

Indemnification requirements are listed in Paragraph 6 of the attached sample Professional Services Agreement, Section VI.

21. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

22. TERM; TERMINATION.

Term. Once a contract is awarded, the unit prices offered by the successful respondent shall remain firm for the term of the contract. The contract shall commence on the date of award agreed upon prices shall remain firm for the term of the contract. Contract shall commence on date of award and continue until all terms and conditions are satisfied and complete by no later than August 28, 2025.

B. Termination for Convenience. Any awarded contract is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONTRACTOR of written notice by the CITY. Upon termination for convenience, CITY shall pay CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached the standards and terms of the contract, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of the contract, no further payments shall be due from the CITY to CONTRACTOR unless and until CONTRACTOR has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and

specifications generated by CONTRACTOR in relation to the Project or the contract. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONTRACTOR in the event of termination upon notice. After termination, CONTRACTOR may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

C. Termination for Cause. CITY may terminate the awarded contract for cause if CONTRACTOR fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

E. Appropriation of Funds. Every payment obligation of the CITY under any contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of any contract, the contract may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

23. SIGNATURES

Signatures on all Contract Documents shall be submitted using software that provides the City with a certifiable digital signature such as Adobe, DocuSign, or other similar software. Signatures shall be in the name of the proposer and by a person authorized to sign the Contract Documents. Signatures that do not comply with these requirements will not be accepted and will deem a proposal as non-responsive. The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

24. PROPOSAL AMOUNTS

Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.

25. WAIVER OF CLAIMS

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the City and the City's Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the RFP process, the RFP evaluation, and the critique and selection of qualified Respondents. Submission of a proposal indicates the Offeror's and Respondent's acceptance of the evaluation technique set out in this Proposal. In this regard, Respondent acknowledges that the selection process and evaluations of proposals submitted constitute public information under Arizona law and Respondent waives any claim it has or may have regarding any information contained in or derived from such evaluations.

26. PURCHASE ORDERS

Purchase order(s) shall be generated by the City Purchasing Officer under the contract awarded to the successful Proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed

without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

27. RFP DOCUMENTS

At the time of issuance, the documents listed in the table of contents of this RFP are all of the original RFP documents included herein. Any addenda shall be issued and posted separately and shall indicate the date of issuance and addendum number and shall become part of the RFP documents.

28. DEBARMENT AND SUSPENSION

By submitting a proposal, the Proposer agrees that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal, state or local department or agency.

29. CONFLICT OF INTEREST

The Proposer acknowledges that any contract(s) awarded under this RFP are subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

[Remainder of Page Intentionally Left Blank]

SECTION III - SUBMITTAL FORM

In response to the Request for Proposals, the undersigned respondent hereby states its qualifications to furnish labor, material, travel, services, permits, supervision, equipment and equipment rental, and its capability to perform all work necessary and required to complete the following project in strict accordance with the terms of this Request for Proposals and the final contract for:

CULTURAL PARK MASTER PLAN

Respondent certifies that he/she has examined and is fully familiar with all the provisions of the Request for Proposals and any addendum thereto; that they are submitting a proposal in strict accordance with the Instructions in this document; and that they have carefully reviewed the accuracy of all attachments to this proposal.

Respondent certifies that they have examined the proposal documents thoroughly, studied and carefully correlated respondent’s observations with the proposal documents and all other matters which can in any way affect the work.

Respondent agrees that this proposal constitutes a firm offer to the City which cannot be altered, amended, or withdrawn by the respondent for ninety (90) calendar days from submittal deadline date. If awarded the contract, respondent agrees to execute and deliver to the City within seven (7) calendar days after receipt of City’s Conditional Notice of Award, the applicable Contract form, insurance certificates and bonds (if required).

_____	_____
Offeror (Entity Name)	Signature
_____	_____
Street & Mailing Address	Print Name of Signator
_____	_____
City, State and Zip	Title of Signator
_____	_____
Telephone No.	Mobile No.
_____	_____
E-mail Address	Date Signed

If not the same as above, indicate the city and state that your principal place of business is located:

Acknowledgment of Addenda (if any):

Addendum 1 _____	Date Received _____
Addendum 2 _____	Date Received _____
Addendum 3 _____	Date Received _____

SECTION IV– BACKGROUND & PROJECT GOALS

1. Community Information

The essence of the Sedona experience for residents and visitors alike arises from the extraordinary nature of the landscape. Located in Northern Arizona's high desert, the City of Sedona rests within the Verde Valley under the southwestern rim of the Colorado Plateau at the Oak Creek Canyon base. Distinguished by massive red-rock formations and the contrasting riparian zones in Oak Creek, Sedona is encircled by 1.8 million acres of the Coconino National Forest. Its city limits encompass both Yavapai and Coconino Counties. Neighboring communities include the unincorporated Village of Oak Creek (4,400 residents), City of Cottonwood (12,000 residents), town of Clarkdale (4,400 residents), Town of Camp Verde (13,000 residents) and Town of Jerome (464 residents). Sedona is 36 miles south of the City of Flagstaff (76,800 residents) which includes Northern Arizona University, a large public university with both in-person and online programs. Due to the high cost of living in Sedona, the city shares a workforce with the Verde Valley communities as well as Prescott and Flagstaff.

One of America's premier tourism, retirement, and art centers, Sedona was founded in 1902 and later incorporated in 1988. Historically, it began as a rural ranching community, but once its majestic landscapes came to national attention, Sedona was transformed into an international travel destination, now visited by 3.5 million tourists per year. Sedona enjoys four mild seasons, with average high/low temperatures of 95/75 degrees in the summer and 55/35 degrees in the winter. Spring and fall are Sedona's busiest time of the year with numerous festivals and annual events.

The City economy is based upon an annual \$1 billion tourism and hospitality industry, generating over 77% of the City's sales tax revenues. These business sectors account for more than 5,000 jobs within the greater Verde Valley.

While the tourism economy presents many opportunities for employment, working residents find the availability of housing a challenge, not only in Sedona, but anywhere in the Verde Valley. The valuable real estate in Sedona has always presented challenges, but the recent preponderance of short-term rentals has virtually eliminated any naturally occurring affordable housing and is a cause in the decline of Sedona's population, which was identified as 9,684 in the 2020 Census. 63.7% of Sedona's population is less than 65 years of age.

In 2020, the City commissioned a housing study in which Elliott D. Pollack and Associates identified an overall shortage of 1,260 housing units in Sedona alone. Based on anticipated growth, the need was estimated to be 1,500 housing units by 2025. Studies of the region show similar challenges with an estimated need for a 10% increase in the housing stock across the Verde Valley.

At the time of the studies, it was estimated that nearly 60% of the renter households were cost-burdened, meaning that they pay more than 30% of their total household income for housing. Today, we suspect that number is even higher as home prices and rental rates have dramatically increased since 2020. The housing studies also found the greatest gap in affordability was for households earning between \$50,000 and \$100,000 per year.

Additionally, the inventory of apartment units in the area is very low. Across Arizona, apartments account for about 16% of all housing units, but in the Verde Valley, they only account for 6.2%, while in Sedona alone, only 4.7%. These factors are important to understand in evaluating the needs, policies, and actions in the Master Plan.

2. History of the Cultural Park site.

The Cultural Park is comprised of approximately 41 acres of mostly undeveloped land bordered to the west and north by the Coconino National Forest, to the east by a large timeshare development and to the south by educational and commercial uses. It was bought by the City of Sedona in December of 2022 with the goal of being developed with mixed uses that support housing and the community. The current zoning is Planned Development (PD), and the property sits within the Western Gateway CFA. This request does not include the approximately 5.25 acres of Phase I, addressed as 40 Cultural Park Place, Parcel Number 408-47-008.

3. Project Goals

It is the intention of the City of Sedona to procure the professional services of a consultant with experience and skills in Zoning and Land Use Planning and/or Design and Development (Consultant) to create a Master Plan for the Cultural Park in accordance with planning best practices, the Sedona Community Plan, the Western Gateway CFA Plan, the Sedona Land Development Code (LDC) and applicable state and federal laws and regulations. This will involve working through a collaborative process, including residents, business owners, City Staff, Planning & Zoning Commission, and the City Council.

The process will culminate in a **fully completed Master Plan by no later than August 28, 2025**, complete with maps, site plans, text and graphics and adopted by the City Council. The Consultant shall facilitate the Master Plan in a format agreed upon by the City. In creating the Master Plan, the City wishes to address the issues covered by the Community Plan, Western Gateway CFA Plan and other applicable plans (See Plan Sedona Web Site [Plan Sedona | City of Sedona Community Plan Update](#) and City of Sedona Website [City of Sedona | Home \(sedonaaz.gov\)](#)) which include but are not necessarily limited to:

1. The implementation of the visions and goals of the Sedona Community Plan, Western Gateway CFA Plan and the Sedona Land Development Code (LDC).
2. The need for a variety of housing types and levels of affordability to include both rental and ownership opportunities underrepresented in Sedona.
3. The most appropriate ancillary, supporting and complimentary uses for housing.
4. The creation of community space that integrates with and compliments the other uses.
5. The identification of the best uses in the best locations.
6. The strategic use of the land, taking advantage of its topography to best incorporate multi-story buildings and uses.
7. The installation of a transit stop and public parking to encourage less car usage throughout the City and to accommodate the growing transit system.
8. The installation and connection of multi-modal paths to existing paths and bike/pedestrian infrastructure.
9. The maintaining of access to the adjacent Coconino National Forest Trailhead(s), and the collaborating on trailhead design and integration with the master plan.
10. The implementation of the visions and goals of the Sedona Community Plan, Western Gateway CFA and the LDC.
11. The implementation of sustainably built and natural environments.

SECTION V – SCOPE OF WORK

The Consultant or team of Consultants (collectively “Consultant”) shall provide full professional services to assist the City of Sedona Community Development Staff with the creation of a Master Plan for the Cultural Park.

1. Public Participation Process

The Consultant shall propose/submit a broad-based public participation process plan that specifies how and when the public will be engaged throughout the Master Plan process. The Consultant shall specify the methods it will use to achieve meaningful public participation in the project.

The Consultant shall provide a public participation timeline that identifies key points at which the public will be involved, how that involvement will occur, and how and when materials will be available and presented to the public. The City is looking for both online and physical participation methods and anticipates two to three public outreach meetings. The Consultant shall also consider multiple means of obtaining public input both during and outside of identified meetings.

The Consultant shall be responsible for producing meeting materials, visual presentations, or any other resources or materials necessary to engage the public. The Consultant shall provide technical capabilities for graphically communicating needed information.

Deliverables:

- a. The Consultant shall provide the City with a public participation plan for City review and approval that includes a detailed strategy and timeline for engaging the public and all stakeholders in the Master Plan process.
- b. The Consultant shall implement the City-approved public participation plan. The Consultant, in consultation with the City, shall be responsible for facilitating all public meetings and presentations. The Consultant shall be responsible for producing meeting materials, visual presentations, or any other resources or materials necessary to engage the public.
- c. The Consultant shall, with City Staff input and approval, create electronic, online means of gathering public input for the Master Plan.
- d. The Consultant shall provide measurable data of all public input to the City to be used in determining the community’s wants and needs.
- e. At the conclusion of the public participation/input process, the Consultant shall prepare a summary of the public outreach conducted, in compliance with the requirements of LDC Section 8.3.D(7).

2. Project Orientation

At the outset of the project, the Consultant shall meet with City Staff (participants to be identified by the Director of Community Development or City Project Manager), for a project orientation meeting to provide an understanding of project goals and the project schedule, specific issues, City policies, and opportunities and/or problems relating to growth and development within the City. The Consultant shall be responsible for reviewing and understanding the City’s current Community Plan, LDC, Western Gateway CFA Plan, other City plans and policies as identified by the City, and all relevant and applicable local, state, and federal laws.

The Consultant shall propose its strategy for introducing the project to the general public and others. The strategy shall be designed to foster and develop a common understanding of the project scope.

Deliverables:

- a. The Consultant shall be responsible for arranging and facilitating a project orientation meeting with City Staff.
- b. The Consultant shall complete its project orientation strategy. The Consultant, in consultation with the City, shall be responsible for arranging and facilitating all public meetings, presentations, and electronic online information and means for public input, and for providing measurable data culminating from the public input at the public meetings and online.

3. Issue Identification

The Consultant shall describe its approach to gathering broad-based input about the Cultural Park and its possible and needed uses. City Staff, the Planning & Zoning Commission, City Council, the general public, stakeholders, partners, and others shall be asked for their input concerning the possible uses for the Cultural Park, suggested use layouts and implementation procedures. The Consultant shall prepare a draft and final memorandum that summarizes the input gathered during the issue identification process.

Deliverables:

- a. The Consultant shall implement its approach for gathering broad-based input about the possible Cultural Park uses. The Consultant, in consultation with the City, shall be responsible for facilitating all public meetings, presentations, workshops, etc.
- b. One original copy of a draft and final memorandum that summarizes input the Consultant received about the Cultural Park during the issue identification process.
- c. Electronic (PDF and Microsoft Word) file of the draft and final Issue Identification memorandum.

4. Analysis and Evaluation

The Consultant shall design a complete Master Plan for the Cultural Park to be approved by City Council. This Master Plan will be the culmination of, and be based on, intensive public input, staff input, compliance with the City Community Plan, Western Gateway CFA, the LDC, all applicable federal, state and local laws, and the Consultant's experiences with, or knowledge of, best practices in other communities, and the Consultant's knowledge of innovative zoning and land use practices.

The technical analysis and evaluation process in the creation of the Master Plan shall assess the needs and desires of the City and its residents. Further, the analysis and evaluation process shall determine the best and most efficient ways to use the topography and location of the land to maximize public benefit and use.

Deliverables:

- a. One original copy of the analysis and evaluation report concerning, in part, the initial analysis and understanding of community needs, the requirements and allowances of the applicable codes, and the best use of the land for the community needs, and the type and height of the buildings, and the discussion of any new concepts or approaches to attaining the end result.
- b. Electronic (PDF and Microsoft Word) file of the analysis and evaluation report.
- c. Present analysis and evaluation report to City staff and the Planning & Zoning Commission and public hearings(s).

5. Alternative Conceptual Plans

The Consultant shall identify and discuss concepts and approaches for the creation of the Master Plan, with special attention given to addressing the project goals as described in Section IV.3. and the results of the issue identification and analysis tasks as described in Section IV. 3. and 4. Based on this discussion, and after the initial round(s) of public outreach and input, the Consultant shall prepare three

(3) Alternative Conceptual Plans of the Master Plan, and a commentary explaining the rationale for each approach.

The Consultant shall propose an approach for soliciting broad-based input and feedback regarding the Alternative Conceptual Plans from the public and city partners for presentation to the Planning & Zoning Commission, and City Council. The Consultant, in consultation with the City, shall be responsible for facilitating all public meetings. After obtaining general agreement on a Conceptual Plan from the Planning & Zoning Commission and City Council through work sessions, the Consultant shall create a Final Master Plan based on the comments received to present to the Planning and Zoning Commission and City Council at public hearings.

The Alternative Conceptual Plans and Final Master Plan shall include the use of site plans, photos, graphics, tables, matrices, or other methods for facilitating easy use and understanding of the proposed draft Master Plan in a form agreed upon by the City.

Deliverables:

- a. Meeting(s) with the Planning & Zoning Commission and City Council (work sessions and public hearings), City staff, and others. The Consultant, in consultation with the City, shall be responsible for facilitating all meetings.
- b. One original copy of each Alternative Conceptual Plan.
- c. One original copy of the revised, Final Master Plan.
- d. Electronic (PDF and Microsoft Word) files of all documents.

[Remainder of Page Intentionally Left Blank]

SECTION VI - SAMPLE PROFESSIONAL SERVICES CONTRACT

**PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY OF SEDONA**

This Professional Services Agreement (“Agreement”) is made and entered into on this ____ day of _____, 20 ____ (“Effective Date”), by and between the City of Sedona, an Arizona municipal corporation (“CITY”) and **Click here to enter text** (“CONSULTANT”).

RECITALS

- A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, Scope of Work.
- B. CITY desires to retain the professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.
- C. CONSULTANT desires to provide CITY with professional services (“Services”) consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and
- D. CITY and CONSULTANT desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. SCOPE OF WORK.

- A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with **PROJECT NAME** (the “Project”) as set forth in **Exhibit A** “Scope of Work” attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.
- B. Change in Scope of Work. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time to be spent on those tasks. Any work that is different from or in addition to the work specified shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.
- C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT’s performance. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.

- D. Time. Time is of the essence for this Agreement. CONSULTANT shall complete all Services timely, efficiently and in accordance with any schedule set forth in Exhibit A.
- E. Corrections. CONSULTANT shall promptly provide, at no additional cost to the CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by CONSULTANT.
- F. Key Personnel. CONSULTANT shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONSULTANT shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

2. **COMPENSATION; BILLING.**

- A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of **\$Click here to enter text**. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.
- B. Payment. Unless otherwise agreed to by the CITY in writing, CONSULTANT will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, for the hours billed. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT'S performance, nor does payment constitute a waiver of any rights or claims by the CITY.
- C. Expenses. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. No reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.
- D. Taxes. CONSULTANT shall be solely responsible for any and all tax obligations which may result out of the CONSULTANT'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

3. **OWNERSHIP OF DOCUMENTS**. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.

4. **PROFESSIONAL RESPONSIBILITY**. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional

licenses in good standing, required by law. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment or material required to perform the Scope of Work.

5. **COMPLIANCE WITH LAW.** It is contemplated that the work and Services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this Agreement. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.
6. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT’S work or Services in the performance of this Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
7. **INSURANCE.**

A. General:

1. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT’S insurance carriers indicating the presence of coverages and limits of liability as follows:
2. Worker's Compensation Insurance:
 - Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
 - Coverage B: Employer’s Liability

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee
3. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for “Any Auto, All Owned, Scheduled, Hired or Non-Owned.”

5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.

 - B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

 - C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONSULTANT obtains prior written approval of CITY.

 - D. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to CITY. The CITY shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk

 - E. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this Agreement or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.

 - F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.

 - G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

 - H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.

 - I. CITY reserves the right to require higher limits of liability coverage if, in the CITY'S opinion, operations or services create higher than normal hazards.
8. **NON-ASSIGNABILITY.** Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall

be assigned by either party without the written consent of the other.

9. **TERM; TERMINATION.**

- A. Term. This Agreement shall terminate on [Click Here to Enter Date](#), or at such time as the work in the Scope of Work is completed, whichever occurs first.
- B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
- C. Termination for Cause. CITY may terminate this Agreement for cause if CONSULTANT fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- D. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, including the initial term and any renewals, at the CITY'S discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide the services/materials similar to those provided under this Agreement. There are no automatic renewals of this Agreement.
- E. Appropriation of Funds. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

10. **VENUE; JURISDICTION; JURY TRIAL WAIVER.** This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

11. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. The CITY does not have the authority to supervise or control the actual work of CONSULTANT, its employees or subcontractors. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.

12. **NO WAIVER.** Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this Agreement by CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.
14. **NON-DISCRIMINATION.** CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
15. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
- A. In the performance of this Agreement, CONSULTANT will abide by and conform to any and all federal, state and local laws.
 - B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - D. If applicable (CONSULTANT is a natural person), CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
 - E. CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence

Requirements for Employees."

- 16. **DISPUTE RESOLUTION.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
- 17. **DELAYS.** CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.
- 18. **REMEDIES UPON BREACH.** If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. § 12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.
- 19. **CONFLICT OF INTEREST.** From the date of this Agreement through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.
- 20. **NOTICE.** Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona
 Attn: City Manager
 102 Roadrunner Drive
 Sedona, AZ 86336

CONSULTANT: _____

- 21. **EXHIBITS.** The following exhibits, are a part of this Agreement and incorporated by this reference:
Exhibit A Scope of Work
Exhibit B Affidavit of Lawful Presence
In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Agreement shall control.

- 22. **NOTICE TO PROCEED.** Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.
- 23. **PUBLIC RECORDS.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, CONSULTANT acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions. In the event CONSULTANT objects to any disclosure, CONSULTANT agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information and CONSULTANT agrees to indemnify the CITY from an claims, actions, lawsuits, damages and losses resulting from CONSULTANT's objection to the disclosure.
- 24. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONSULTANT certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

CITY OF SEDONA, ARIZONA

 City Manager

ATTEST:

 JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

 Kurt W. Christianson, City Attorney

CONSULTANT FIRM NAME

By: _____

Title: _____

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of CONSULTANT

EXHIBITS

Exhibit A

- Scope of Work and Associated Costs.

Exhibit B

- Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.
- Affidavit of Lawful Presence not required as this consultant is a corporation (Inc., LLC, LLP).

APPENDIX A - EXCEPTIONS TO RFP & CONTRACT DOCUMENTS

Legal Name of Proposer/Firm: _____

List any exceptions to the RFP or Sample Services Agreement. Provide a summary discussion for proposed exceptions and include any proposed alternative. If there are no exceptions, please state "NONE."

Exceptions:

If additional space is needed, include additional copies of this page.