

**NOTICE OF SOLICITATION  
CITY OF BISBEE  
WASTE WATER FEE STUDY**

**1. Introduction**

The City of Bisbee is seeking sealed bids, proposals or statements of qualifications (hereinafter collectively referred to as “proposals”) in the manner specified herein from qualified vendors capable of providing the following goods and services:

Waste Water Fee Study

**2. SCHEDULE OF EVENTS**

<b>Submittal Due Date:</b>	<b>March 28st 2018</b>	<b>at 5:00 P.M.</b> <b>(Arizona, MST)</b>
<b>Submittal Location:</b>	<b>City Clerk, City of Bisbee 1415 Melody Lane, Bldg. G Bisbee, AZ 85603</b>	

**3. Nature of the Purchase**

The specifications and descriptions of the work and materials required are described in the attached “Specifications, Scope of Work or Requirements” that accompanies this Notice.

**4. Preparation of Proposal**

4.1 It is the responsibility of the Vendor to examine the entire solicitation and to seek clarification of any requirement that may not be clear. This solicitation includes the City of Bisbee’s “Standard Terms and Conditions” and any “Special Terms and Conditions” for this Contract, both of which will be incorporated into any Contract between the City and the Vendor.

4.2 The City will not reimburse any costs incurred in developing, presenting or providing this proposal. All materials and documents submitted in response become the property of the City and will not be returned.

4.3 A proposal that is submitted to the City becomes a public record. If the Vendor believes that any information included in a proposal should remain confidential, the Vendor must specifically identify that information and its reasons. In the event of any public request for this information, the City will provide the Vendor with notice of this request and a reasonable opportunity to obtain a court order, at the Vendor’s sole expense, protecting this information from release prior to making it available.

4.4 The specifications stated in this solicitation are the minimum level required. All proposals submitted must be for products or services that meet or exceed the minimum level of all such specifications.

4.5 If brand names or specific products are identified in the specifications, the Vendor may propose substantially equivalent alternatives. For any such proposal, the Vendor must submit technical literature or detailed production information sufficient to allow the City to evaluate the nature of the proposed product.

4.6 Prices shall be submitted on a per unit basis, by line item, when applicable. The prices offered should not include applicable state and local taxes. The City will reimburse the Vendor for applicable transaction or sales taxes, provided that they are separately identified in any invoice. The Vendor will be responsible for the payment of all applicable taxes.

4.7 Any exceptions that are included with the proposal shall be submitted in a clearly identified separate statement by which the Vendor specifically identifies the precise terms to which any exception is made and describes any alternative offer, if applicable. Any exception that is not clearly identified will be without force and effect. An attached preprinted form of contract or the Vendor's standard terms will not be considered to be a specific statement of exception.

## **5. Submission of the Proposal**

5.1 Sealed proposals must be in the actual possession of the City Clerk on or prior to the exact time and date indicated in the Schedule of Events. Late proposals will not be considered.

5.2 Sealed proposals must be submitted in a sealed envelope or container with the following information clearly indicated on the outside:

- a. Name of the Solicitation, as indicated by the City.
- b. Name and address of the Vendor

5.3 A proposal shall be submitted in writing, by a paper document that is printed, typed or in ink. Proposals submitted directly to the City by electronic means, by facsimile, electronic mail, or otherwise, shall not be accepted. Any substitute for any document forms provided with this Notice must be legible and must contain the same information requested by any such form.

5.4 A proposal may be withdrawn upon the submission of written, signed request submitted by the Vendor prior to the due date and time. A proposal may not be amended or withdrawn after the due date and time.

## **6. Award of the Contract**

6.1 The City reserves the right to waive any immaterial defect or informality in a proposal; to reject any or all submittals or portions thereof; to reissue this Notice; and to award this Contract on a partial basis, if in the best interests of the City.

6.2 Unless otherwise stated, this Contract will be awarded to the lowest responsive, responsible bidder who has demonstrated the ability to perform as required. Factors that will be considered in making this award include technical capability of the Vendor, performance history, demonstrated availability of the necessary people and equipment, price and timeliness of the performance.

## **7. Certification**

7.1 By signing and submitting this Offer, the Vendor certifies that this submission did not involve any collusion or other anti-competitive practice; that the Vendor will not discriminate against any employee, applicant, or customer in violation of applicable state and federal law; and that the Vendor has not given, offered to give and will not give any economic opportunity, future employment, gift, loan, gratuity, trip, favor or discount to any City employee or official in connection with this Proposal.

7.2 The Vendor further certifies that the individual signing this Proposal has the authority to make a binding legal commitment on behalf of the Vendor to perform and deliver everything that is required in connection with this Proposal. Unless otherwise stated in the Contract Documents, the Offer shall be effective for a period of thirty (30) days.

**OFFER**

**TO THE CITY OF BISBEE:**

The undersigned hereby offers and agrees to furnish the materials and/ or services requested in compliance with all of the terms, conditions, specifications, and other descriptions of the work associated with this proposal. The Vendor certifies that he or she has read, understands and will fully and faithfully comply with this Contract, its attachments and any referenced documents. The Vendor also certifies that the prices offered were independently developed without consultation with any of the other bides or potential bidders.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone Number(s) \_\_\_\_\_

Company's Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

**ACCEPTANCE OF OFFER  
NOTICE OF AWARD**

The Offer is hereby accepted by the City of Bisbee. This document shall also constitute notice of award of this Contract to the Vendor.

The Vendor is now bound to sell the materials or services identified in this Notice of Solicitation, subject to all terms, conditions, specifications, amendments, and other associated documents and the Offer.

This Contract shall henceforth be referred to as Contract \_\_\_\_\_.  
The Vendor has been cautioned not to commence any billable work or to provide any materials or services under this Contract until the Vendor receives a formal notice to proceed from the City of Bisbee.

City of Bisbee

By \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

## **SPECIFICATIONS, SCOPE OF WORK OR REQUIREMENTS**

The City of Bisbee is requesting proposals from qualified, professional vendors to conduct a waste water fee study. The vendor selected would provide the necessary services, which would meet the City's objectives and requirements:

### Objective:

The City of Bisbee is currently considering debt restructuring options for the City's waste water treatment plant debt. The City is looking at possible upgrades to the facility to increase capacity in anticipation of more influx of waste. Current debt payments on the plant total approximately \$1.2 million per year and costs to operate the plant are about \$1.8 million per year. A study of the monthly sewer fees and schedule of fee increases has not been conducted in several years. The City currently has about 3,500 sewer customers with \$2.1 million per year in revenue from user fees. The City does not own or operate the water company and so cannot base sewer use on water flow; therefore, the sewer is billed at flat rates depending on the type of unit (single family residential, multi-unit, commercial, etc.)

The City of Bisbee seeks a Statement of Qualifications and Proposed Fee Structure from firms experienced in conducting wastewater rate studies and analyses, the development of customer class service rates and charges, and a cash flow analysis which will demonstrate the ability to repay the debt and allow for repairs and improvements to the waste water plant. The report developed will enable the City to comply with the State of Arizona Title 9 requirements in connection with a possible wastewater utility rate increase.

### Scope of Services:

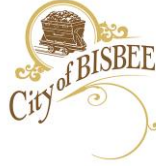
- A. Review the City's current waste water utility rate ordinance to identify potential issues and concerns, provide assessments and identify issues to be reviewed in the current study (assume water volume data for various customer classes will not be available due to the private water company providing service). Attached is the City's current sewer fee schedule for informational purposes.
- B. Develop alternative rate options (as applicable) that are based upon the assignments of relative revenue responsibility and address other City policy objectives.
- C. Recommend waste water service rates that equitably apportion revenue responsibility among customer classes in accordance with costs incurred by the utility and the customer in provision of that service.
- D. Prepare cash flow model which demonstrates sufficient revenue to meet operating expenses, debt service and appropriate debt covenants.
- E. Attend City Council meetings to help educate Council on the proposed waste water utility rate model (one meeting likely)

### The following items should be included in the proposal:

- A. Firm – Identity, including legal name, address, the type (e.g., partnership, corporation, joint venture, sole proprietorship).
- B. Proposed Project Team – For each key member proposed to perform professional services for this project, include full name, title, address, telephone number, and a brief resume summarizing education and relevant experience.
- C. Project approach – Describe how the project will be organized, including identifying how the principal components of the required work will be accomplished.
- D. Fee Schedule – Please provide a proposed fee schedule in connection with the services to be

provided.

- E. Experience – Describe the firm's/teams experience providing comparable services. List recent experience of at least two (2) similar projects completed by the firm and team members within the past five (5) years.



**Professional Services Agreement  
Debt Collection**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between CITY OF BISBEE, hereinafter referred to as the “City”, and \_\_\_\_\_ hereinafter referred to as the “Vendor”.

**I. SCOPE OF SERVICES**

Subject to the terms and conditions set forth in this agreement, Vendor shall provide all services as described in Scope of Services.

**II. COMPENSATION AND METHOD OF PAYMENT**

In consideration for the performance of the services described in Attachment "A" the City shall pay the Vendor following the submission of invoices(s) for the services rendered. No payment shall be issued prior to receipt of service and correct invoicing. Each invoice must bear written certification by an authorized City representative confirming the services for which payment is requested have been performed and received. The City agrees to pay all properly documented invoices, for accepted work and material within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery, mail or e-mail.

The designated recipients for such notices, invoices and payments are as follows:

Vendor:

City: City of Bisbee  
Ashlee Coronado, City Clerk  
1415 Melody Lane, Bldg G, Bisbee, AZ 85603  
[acoronado@bisbeeaz.gov](mailto:acoronado@bisbeeaz.gov)  
(520) 432-6012

**III. DURATION AND RENEWAL**

The Vendor shall not commence any billable work or provide any services under this Agreement until \_\_\_\_\_, which shall be the commencement date of this Agreement. The term of this Agreement is one year from the commencement date. Thereafter, this Agreement shall automatically renew for one-year terms unless either party notifies the other, in writing, at least thirty (30) days in advance of the termination date, of its intent not to renew.

**IV. TERMINATION**

A. The City may cancel this Agreement without penalty or further obligation pursuant to



A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes, at any time while the Agreement or any extension of the Agreement is in effect any employee of, or vendor to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from the City is received by the parties to this Agreement, unless the notice specifies a later time.

- B. This Agreement may also be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving the thirty (30) days written notice to the Vendor. The City at its convenience, by written notice, may terminate this Agreement, in whole or in part. If this Agreement is terminated, the City shall be liable only for payment under the payment provisions of this Agreement for services rendered and accepted material received by the City before the effective date of termination.
- C. The City reserves the right to cancel the whole or any part of this Agreement due to failure of the Vendor to carry out any term, promise or condition of the Agreement. The City will issue a written ten (10) day notice of default to the Vendor for acting or failing to act any of the following, in the opinion of the City:
  - 1. Vendor provides personnel who do not meet the requirements of the Agreement;
  - 2. Vendor fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;
  - 3. Vendor attempts to impose on the City personnel, materials, products, or workmanship that is not of an acceptable quality;
  - 4. Vendor fails to furnish the required service and/or product within the time stipulated in the Agreement;
  - 5. Vendor fails to make progress in the performance of the requirements of the Agreement and/or gives the City a positive indication that Vendor will not or cannot perform to the requirements of the Agreement.

**V. ENFORCEMENT, LAWS AND ORDINANCES**

This agreement shall be enforced under the laws of the State of Arizona. Vendor must comply with all applicable federal, state, and local laws, ordinances, and regulations. Vendor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Vendor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Vendor.

**VI. INDEPENDENT VENDOR**

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Vendor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Vendor should make arrangements to directly pay

such expenses, if any. The City will not provide any insurance coverage to the Vendor including Workmen's Compensation coverage.

**VII. MODIFICATIONS**

This Agreement may only be modified by a written amendment signed by the City and the Vendor.

**VIII. WAIVER**

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

**IX. INDEMNIFICATION**

To the fullest extent permitted by law, Vendor agrees to indemnify, and hold harmless the City of Bisbee, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, reasonable court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Vendor, or anyone for whose acts Vendor may be liable. The City of Bisbee reserves the right, but not the obligation, to participate in defense without relieving Vendor of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

**X. INSURANCE**

Vendor and sub-vendors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or sub-vendors.

The insurance requirements herein are minimum requirements for this Contract and in no way, limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this contract by the Vendor, his agents, representatives, employees or sub-vendors and Vendor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Blanket Contractual Liability – Written & Oral	\$ 500,000
Each Occurrence	\$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: "The City of Bisbee, its departments, agencies, boards, officers, officials, agents and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

- a. This requirement shall not apply when a vendor or sub-vendor is exempt under A.R.S. 23-901, AND when such vendor or sub-vendor executes the appropriate sole proprietor waiver form. (Note: this requirement is deemed waived based on the Vendor's warrant that Vendor is a single-member LLC with no employees and treated as a sole proprietorship for insurance purposes).

3. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$ 500,000
Annual Aggregate	\$1,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Vendor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- c. The policy shall be endorsed to include the following additional insured language: "The City of Bisbee, its departments, agencies, boards, officers, officials, agents and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor, involving automobiles owned, leased, hired or borrowed by the

Vendor".

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the City of Bisbee is named as an additional insured, the City of Bisbee shall be an additional insured to the full limits of liability purchased by the Vendor even if those limits of liability are in excess of those required by this Contract.  
Vendor shall provide the City with certificates naming it as an additional insured.
  2. The Vendor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Vendor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Bisbee. Such notice shall be sent directly to City of Bisbee, 1415 Melody Lane Bldg. G, , Bisbee, Arizona 85603.

D. **ACCEPTABILITY OF INSURANCE:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "AM.

Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Vendor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the City of Bisbee, 1415 Melody Lane Bldg. G, Bisbee, Arizona 85603. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUB-VENDORS:** Vendor's certificate(s) shall include all sub-vendors as additional insured's under its policies or Vendor shall furnish to the City separate certificates and endorsements for each sub-vendor. All coverage's for sub-vendors shall be

subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Contracting Agency in consultation with the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

**XI. MISCELLANEOUS PROVISIONS**

- A. No assignment of this Agreement or sub-agreement shall be made by the Vendor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City of Bisbee. All sub-vendors shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the sub-vendor were the Vendor referred to herein. The Vendor is responsible for Agreement performance whether or not sub-vendors are used.
- B. The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the City.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the City and shall not be used by the Vendor or any other person except with the prior written permission of the City.
- D. This Agreement is subject to the provisions of A.R.S. § 38-511.
- E. The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.

**XII. LEGAL ARIZONA WORKES ACT COMPLIANCE**

Vendor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Vendor shall further ensure that each sub-vendor who performs any work for the Vendor under this Agreement likewise complies with the State and Federal Immigration Laws.

The City shall have the right at any time to inspect the books and records of the Vendor and any sub-vendor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Vendor's or any sub-vendor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be

deemed to be a material breach of this Agreement subject the Vendor to penalties up to and including suspension or termination of this Agreement. If the breach is by a sub-vendor, and the sub agreement is suspended or terminated as a result, the Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the sub-agreement or retain a replacement sub-vendor, (subject to City approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Vendor shall advise each sub-vendor of the City's rights, and the sub-vendor's obligations, under this Section by including a provision in each sub-agreement substantially in the following form:

“The sub-vendor hereby warrants that it will at all times during the term of this Agreement comply with all federal laws applicable to the sub-vendor’s employee and the requirements of A.R.S. § 23-214(A). The sub-vendor further agrees that the City may inspect the sub-vendor’s books and records to insure that the sub-vendor is in compliance with these requirements. Any breach of this paragraph by the sub-vendor will be deemed to be a material breach of this Agreement subjecting the sub-vendor to penalties up to and including suspension or termination of this Agreement.”

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the vendor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Vendor shall be entitled to an extension of time, but not costs.

This Agreement represents the entire agreement between the CITY and the VENDOR relating to this requirement and shall prevail over any and all previous verbal and written agreements.

VENDOR:

APPROVED BY:

\_\_\_\_\_  
Printed Title and Name                      Date  
Date

\_\_\_\_\_  
David M. Smith, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Ashlee Coronado, City Clerk                      Date  
Date

\_\_\_\_\_  
Britt Hanson, City Attorney