

MARICOPA FLOOD CONTROL DISTRICT

REQUEST FOR PROPOSAL NO:
SRW2025.02

MAINTENANCE OF SECTIONS OF SANTA ROSA CHANNEL IN MARICOPA

MUST BE RECEIVED BY DISTRICT BY:
5:00 P.M. MAY 1, 2025

ACKNOWLEDGMENT OF RECEIPT

DESCRIPTION:
MAINTENANCE OF SECTIONS OF SANTA ROSA CHANNEL IN MARICOPA

REQUEST FOR PROPOSAL NO: **SRW2025.02**

ADDENDUM NO.: _____
NO. OF PAGES TO FOLLOW: _____

Please provide the requested information below as acknowledgment that you have received the Maricopa Flood Control District's ("District") Request for Proposal ("RFP") noted above. It is **strongly recommended** that interested Respondents complete this acknowledgment and return via email to the District at (dalley@maricopafcd.com) or by mail to P.O. Box 609, Maricopa, AZ 85139. **Only Respondents returning completed acknowledgments will receive addenda to this RFP. In addition, addenda shall be posted on the District's website.** Proposals from Respondents not acknowledging the addenda shall be considered incomplete per the Grounds for Disqualification and rejected.

Name of Firm: _____

Address: _____

Tel #: () _____ Fax #: () _____

Email: _____

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

DEADLINE FOR SUBMITTING QUESTIONS ON THIS RFP IS 5:00 P.M. APRIL17, 2025

MARICOPA FLOOD CONTROL DISTRICT

RFP NO: SRW2025.02

MAINTENANCE OF SECTIONS OF SANTA ROSA CHANNEL IN MARICOPA

A. SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
Release RFP	March 10, 2025
Mandatory Pre-proposal meeting	April 8, 2025
Proposals Due	May 1, 2025
Proposed Award Notification	May 15, 2025
Project to Commence	No later than June 30, 2025

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GENERAL INFORMATION

Maricopa Flood Control District (“District” or “MFCD”) of Pinal County, AZ desires to contract for maintenance of sections of the Santa Rosa Channel in Maricopa. This contract is for removal of vegetation, repair and replacement of erosion-damaged banks and access roads for the length of the work area. It includes grading a shallow, 20-foot wide V-Ditch between Maricopa-Casa Grande Highway and the south loop of Rancho El Dorado Parkway, north of Smith-Enke Bridge.

The Contractor shall provide all labor, equipment, tools, supplies, and management required to perform these services.

A mandatory pre-proposal information meeting will be held at locations on the job site on April 8, 2025 at 11:00 a.m.

BASIS OF AWARD

The District shall select from the responsible and responsive bids that best suit the District’s needs, with cost as one factor, based on the criteria set forth throughout this RFP. Using criteria that appear in subsequent RFP sections, the District shall evaluate bids from Respondents who: (1) are regularly established in the industry in providing large-growth vegetation removal and earthen bank repair and replacement (2) are financially responsible; (3) employ experienced personnel capable of providing the required services; and (4) provide proof of insurance at or above the minimum required. The District may request information substantiating the above requirements. Failure to provide this information may result in a Respondent’s bid being declared non-responsive.

SCOPE

Contractor shall work within the MFCD easements. Contractor is responsible for contacting Arizona 811 for utility locations and avoiding any utilities in the work area.

Contractor will work within MFCD easements. The areas within the project is:

1. Peters & Nall Road north along the Santa Rosa Channel to Maricopa-Casa Grande Hwy
2. Maricopa-Casa Grande Hwy to the south loop of Rancho El Dorado Parkway.
3. This is approximately 6.5 miles, total.

For (PHASE 1), grub out all growth. Grade banks to repair erosion. Grade channel bottom to repair erosion and bring channel floor back to near-original condition. Maintain slope to ensure

continuous flows. All vegetation grubbed out must be removed to landfill. Access road areas in need of rehabilitation will be marked by the district. These will require removing material down to a solid base and rebuilding in one-foot lifts to achieve 95% compaction, geotechnical tested. (District will provide Geotech services.)

For (PHASE 2), in addition to all requirements listed for PHASE 1, construct a shallow, 20-foot wide V-ditch the length of this section, per provided engineered plans included as part of this RFP. Spoils from the construction of the V-ditch will be deposited in an area designated by the district, near the work area. This phase may require some bank erosion repair, but it will be limited.

For all work, MFCD will provide access to water needed for the project.

NOTE:

- Banks in PHASE 1 **only** are to be graded and rolled for compaction
- Manholes should have material contoured around them to help prevent erosion
- Area at levee in PHASE 1 is “protect in place.”
- Gabions on east side bank near Santa Rosa Springs in PHASE 1 are “protect in place.”

WORK CONDITIONS

Normal business work hours shall be 6:00 a.m. to 5:00 p.m., Monday through Friday and shall exclude weekends and observed holidays.

The Contractor shall abide by all local and regional noise ordinances and refrain from work that would be in direct violation.

The Contractor shall abide by all local and regional dust control ordinances and regulations as well as be responsible for the applicable permits.

SAFETY

All work shall be performed safely by Contractor. The Contractor shall be responsible for staying compliant with all state, federal, and local laws and regulations pertaining to safety. The Contractor shall equip crews with proper safety equipment and instruct them in the correct use of this equipment.

The Contractor shall be responsible for communicating safety procedures and policies daily with all crew members, District staff, and others on the job site as applicable, to ensure strict compliance and clear communication. The Contractor shall have a qualified supervisor/lead worker on-site at all times who shall be responsible for directing and coordinating all safety-related activities including, but not limited to: (1) conducting safety meetings at the start of each new job task to define roles, responsibilities, and the correct positioning of personnel; (2) proper use of personal protective equipment by all persons within the work zone; (3) the correct placement of barricades and signs; and (4) the proper use of hand signals.

PROTECTION OF PROPERTY

The Contractor shall take care to protect public and private property from damage, injury, or loss arising in conjunction with the work. The Contractor shall be held responsible for any damage, injury, or loss resulting from a lack of adequate protection. Areas to be protected shall include, but are not limited to, turf, sidewalks, driveways, adjacent trees, buildings, vehicles, shrubs, flowers, irrigation systems, light fixtures, power lines, fences, and channel banks.

Other than as instructed in this RFP, the Contractor shall not enter upon public or private property for any purpose without first notifying the District for further instruction.

The Contractor shall always conduct its work to ensure the least possible obstruction to traffic and inconveniences to the public within the vicinity of the project without jeopardizing safety or violating any laws. The Contractor shall be responsible for any traffic control or trail closures required.

GENERAL REQUIREMENTS

DISPOSAL OF MATERIAL

Brush, twigs, and sawdust shall be promptly and completely cleared from the channel bottom and banks. All wood shall be chipped and transported to an off-site disposal area by the Contractor. Contractor is responsible for all disposal fees. The district will provide an area for the spoils resulting from the construction of the V-ditch.

Estimated Project Schedule and Timetable

Proposed Award Notification	May 15, 2025
Execute agreement	By May 21. 2025
Notice to Proceed	Upon receipt of contract
Project Commencement	No later than June 30, 2025, if conditions permit
Project Completion Date	Estimated to take 30 work days or fewer

PROPOSAL INSTRUCTIONS

General Questions

All questions about this Request for Proposal (RFP) must be submitted in writing and delivered to the District Manager by 5:00 p.m. April 17, 2025. Answers to the questions will be provided on the District’s website (www.maricopafcd.com/PROJECTS) and by emailed addenda to all holders of the RFP who return the acknowledgment in accordance with the RFP schedule of events.

Contact Information:

David Alley, District Manager, 480-980-0531 dalley@maricopafcd.com

Respondents shall not make any direct contact with the District except for the District Manager listed above once this RFP is issued, until the time that final selection is made. Any

deviation from this policy or attempt to directly contact or influence any District Board Member or his/her representatives, from the issue of this RFP until final award, may result in disqualification of the Respondent. This includes any casual contact other than related to on-going work, in which case all conversation and contact should be strictly limited to the current, on-going work only. Any oral communications with the District's assigned representative will be considered unofficial and non-binding on the District.

PROPOSAL REQUIREMENTS

This section lists the items, which require specific, written responses or confirmations. To be considered for selection, Respondents shall meet the following requirements.

Duty to Examine

Respondents are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any portion of the RFP or subsequent agreement. All questions about this RFP must be submitted in writing to dalley@maricopafcd.com. Please list the name of this RFP in the subject line when submitting questions. All written questions will generate written responses posted at www.maricopafcd.com. Respondents are responsible for obtaining all information posted on the District's website regarding this RFP.

Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting will be Tuesday, April 8, 2025 at 11:00 a.m. Location will be at two separate areas on the job site. Details shall be posted at www.maricopafcd.com.

Proposal Submission

Proposals shall conform to the following format: The Proposal packet must contain **One (1) Original and Four (4) complete copies** of the written Proposal. The original must be clearly marked with the word "Original" and with the Respondents' name and the name of this RFP, "**SRW2025.02**". The Proposal shall be submitted sealed.

The following information must be clearly marked and visible on the Proposal Packaging:

RFP #: SRW2025.02.

Written Proposals shall be mailed to Maricopa Flood Control District, P.O. Box 609, Maricopa, AZ 85139, in order to be received by 5:00 P.M., Thursday, May 1, 2025 to meet the RFP deadline. Proposals that are incomplete, conditional, obscure, or contain additions not requested, changes or exceptions to material provisions or requirements of this RFP or irregularities of any kind, are subject to disqualification.

GROUNDS FOR DISQUALIFICATION:

Please be advised that the following shall be grounds for disqualification, and shall be strictly enforced:

- Failure to attend Pre-Proposal meeting.
- Receipt of submittal after the specified cut-off date.

- Too few copies of the submittal.
- Delivery in an unsealed envelope/package without designation "**SRW2025.02**" on the package.
- Failing to provide a signed copy of addenda, if any, in response to this RFP. It shall be the interested Respondent's responsibility to check the website for any updates, including addenda, at www.maricopafcd.com. Interested parties are advised to register with MFCD by going to www.maricopafcd.com and clicking the PROJECTS tab. This will ensure that the Respondent is included on all communications concerning the selection process.

Proposals not submitted per these submission requirements will be rejected and as a result, will not be opened.

Proposal Evaluation

The District will perform an administrative review of Proposals for responsiveness. This review will focus on accurate and complete submission of Proposals based on the RFP requirements. The District reserves the sole right to determine the responsiveness of Proposals.

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any formalities and to reject any or all Proposals and/or to cancel the Request for Proposal. The selection of a Contractor shall be based on merit, qualifications, and cost. The award shall be made on the Proposal that serves the best interest of the District and may not be evaluated solely on a monetary basis. No contract award shall exist until executed in writing.

Proprietary Information

In the event any Respondent shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the Proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, subject to the public records statutes, cannot and does not warrant that proprietary information will not be disclosed. District shall have the right to use any or all information included in the Proposals submitted unless the information is expressly restricted by a court of law.

Length of Proposal

All Proposals must be submitted in writing. Oral, telephone or online data transfer Proposals **will not** be accepted. Each Proposal shall be prepared simply, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the services. Emphasis should be on completeness and clarity of contents. Voluminous Proposals are specifically discouraged.

Request of Information

The District reserves the right to request clarification of information submitted, and to request additional information from any Respondent.

Cost of Preparing Proposals

All costs associated with the preparation of responses to this Request for Proposal including site visits, oral presentations and any other costs shall be entirely the responsibility of the Respondent and shall not be reimbursable in any manner by the District.

Taxes

If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Proposal. Arizona transaction privilege and use taxes shall not be considered for evaluation on the Proposal.

District Modifications to Proposals

Any interpretation, correction, or change of this RFP will be made by the District through written addenda posted on the District’s website at www.maricopafcd.com under the tab, PROJECTS. Interpretations, corrections, or changes to this RFP made in any other manner including oral instructions will not be binding, and Respondents shall not rely upon such interpretations, corrections, and changes. Addenda will be emailed to all who have returned a completed acknowledgment of receipt to the District for this RFP.

Respondent Modification or Withdrawal of a Proposal

Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by notice to the District. Such notice must be received by the District prior to the time designated for receipt of Proposals by the District at the address provided herein. Such notice will be in writing over the signature of the Respondent. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are in conformance with the general terms and conditions of this RFP. No Proposal may be withdrawn or modified after that deadline and shall be binding upon Respondent for a period of sixty (60) days after due date.

Affidavit of Non-Collusion

The Affidavit of Non-Collusion, Attachment "A", must be signed by an authorized representative of Respondent and duly submitted with any Proposal. The District encourages free and open competition. Whenever possible, specifications, proposals, invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the District’s needs and the accomplishment of a sound economical operation. The Respondent’s signature on the Non-Collusion Affidavit guarantees that the Proposal offered has been established without collusion with other eligible Respondents and without effort to preclude the District from obtaining the most advantageous Proposal. The award(s) will be made to the responsible Respondent(s) whose Proposal is/are determined to be most advantageous to the District based on the evaluation factors in this RFP.

Signature Page

Signature Page, Attachment B of this RFP, must be signed by an authorized representative of Respondent and duly submitted with any Proposal.

Legal Status

Legal Status of Respondent, Attachment C of this RFP, must be signed by an authorized representative of Respondent and duly submitted with any Proposal.

Disclosure

If the firm, business or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Respondent shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

False or Misleading Statements

If the District believes, at any time, the applicant's RFP contains false or misleading statements, references or any other matter which does not support a function, attribute, capability or condition as stated by the Respondent, the submittal shall be rejected, regardless of the status or stage of the selection process.

Award Proposal

Proposals shall be opened in a public meeting which has been noticed in advance, as required by statute. All Respondents are welcome to attend the meeting and observe the selection process. It shall be noted as an agenda item and posted on the District's website at least 24 hours prior to the meeting.

Award without Discussion

The District reserves the right to make an award without further discussion of the Proposals received. It is therefore critical that all Proposals be submitted initially in the most favorable terms possible, both economically and technically.

Contract Commencement

It is the intent of the District to commence the resulting contract within ten (10) days of the receipt of Proposals.

Contract Assignment

A resulting contract, in part or in whole, shall not be subcontracted or assigned to another Contractor without prior written permission of the appropriate District authority.

Liability for Taxes

The Contractor assumes complete liability for all taxes applicable to the operations, income, and transactions of the Contractor. The District shall not be liable and shall not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority due to the contract or otherwise.

Permits

The Contractor assumes complete liability and responsibility for applying for and receiving applicable and necessary permits for the project including but not limited to air quality permits and dust permits from all necessary city, county, state, federal and other agencies. The District shall not be liable and will not assume any responsibility or liability imposed either directly or indirectly upon the Contractor by any authority due to the contract or otherwise. Proper permitting from appropriate governmental agencies shall be acquired prior to the launch of the project, except in the case of Army Corps of Engineers permits. Contractors do not have to acquire said Army Corps of Engineers permits in this case.

Registrar of Contractors

The Contractor shall be registered with the Arizona Registrar of Contractors for the proper license that applies to the project. The Contractor shall provide the District a copy of the proper contractor's license prior to the commencement of any work pursuant to a contract issued under this RFP.

Business and Tax Licenses

The Contractor shall possess all applicable business and tax licenses prior to entering a contract with the District.

Federal Immigration and Nationality Act

By signing the Proposal, the Respondent warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations and with any amendments thereto relating to the immigration status of their employees. The District may, at its sole discretion, require evidence of compliance during the evaluation process. Should the District request evidence of compliance, the Respondent shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Proposal not being considered for contract award. Respondent shall indemnify and hold the District harmless from all costs or expenses arising out of Respondent's compliance or noncompliance therewith.

Legal Worker Requirements:

Respondents are reminded that as mandated by A.R.S. § 41-4401, the District is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail to comply with the requirements to verify the employment eligibility of their employees through the Federal E-verify system. Note that this also applies to all subcontractors that the Respondents may use for this work with prior written permission of the appropriate District authority.

Organization Employment Disclaimer

Any contract resulting from this RFP will not constitute, create, give rise to or otherwise recognize an agreement or relationship, partnership or formal business organization of any kind between the District and the Respondent as Contractor, and the rights and obligations of the parties shall only be those expressly set forth therein. The recommended Respondent will be required to agree as part of any contract resulting from this process that no person supplied by it in the performance of the contract is an employee of the District, and further agrees that no rights or benefits of the District's accrue to any such persons. Any contracting party shall have the total

responsibility for all salaries, wages, bonuses, retirement, withholdings, workmen's compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such party in the performance of the contract, and shall save and hold the District harmless with respect thereto.

Selection Process and Negotiation of Contract

Once the award recommendation has been posted, the District may negotiate business terms with a Respondent. **The commencement of negotiations does not commit the District to accept all the terms of the Proposal and negotiations may be terminated by the District at any time.** These negotiations may result in minor or material changes to the Proposal, including both the business terms and the project. Successful negotiations will result in an award recommendation by the District followed by the District's intent to enter a contract with the recommended Respondent on specified business terms. Following those required approvals, District-drafted contracts addressing business terms and performance benchmarks shall be entered between the parties. District Staff alone shall be responsible for negotiating business terms with a recommended Respondent. The District reserves the right to reject, in whole or in part, any or all Proposals. **The terms and conditions of any contract resulting from this RFP process are subject to approval by the District.**

This is a qualification based selection process with a cost component included. The initial written Proposal response should display clearly and accurately the capability, knowledge, experience and capacity of the Respondent to meet the requirements of the RFP. The District reserves the right to make an award without an interview. The best qualified Contractor, taking both the written materials and interviews, if any, into account, will be determined by the Board for selection and contract negotiation. After evaluation, the District then will attempt to negotiate a contract with the highest ranked firm. If the District is unable to negotiate a satisfactory contract with the Contractor considered to be most qualified, negotiations with that Contractor will be terminated.

The District then will undertake negotiations with the next most qualified Contractor in sequence until an agreement is reached, or a decision is made to reject all Proposals. Following final selection and contract award by the District's Board, debriefings on Contractor Proposals and interviews will be available to both the selected and not selected firms. We encourage all firms to take advantage of this opportunity. Contact the District Manager to arrange for this review.

District's Right to Disqualify for Conflict of Interest

The District reserves the right to disqualify any Respondent that fails to provide information or data requested herein or that provides materially inaccurate or misleading information or data. The District reserves the right to disqualify any Respondent because of any real or apparent conflict of interest that is disclosed by the Proposals submitted or any other data available to the District. This disqualification is at the sole discretion of the District. By submission of a Proposal hereunder, the Respondent waives any right to object now or at any future time, before any body or agency, including but not limited to, the District, or any court, as to the exercise by the District of such right to disqualify or as to any disqualification due to real or apparent conflict of interest determined by the District. Additionally, any Respondent or any member or affiliate of a Respondent that currently contracts with the District must be in good standing for its Proposal to

be considered responsive. For this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

The District shall reserve the right to terminate the contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The District shall reserve the right to extend the contract and time for performance at its discretion.

EVALUATION CRITERIA

Selection Criteria and Submittals; Basis of Award

In screening the responses to this Request for Proposal and in selecting a Contractor, the following information will be considered:

Acknowledge all addenda issued, submit the non-collusion affidavit, signature page, and legal status attachment with Respondent's RFP. There are no points assigned to this, but those who disregard these items risk having their Proposal evaluated as non-compliant.

A. General Information (5 points)

1. Provide a general description of the firm or team that is proposing to provide services.
2. Provide the following information:
 - a. List any applicable licenses held by the team and the key personnel who will be assigned.
 - b. Identify the location of the lead firm's principal office and the home office location of key staff.
 - c. Provide an organization chart showing key personnel.

B. Experience of the Firm in similar type of Contractor projects (10 points)

Discuss the experience and qualifications of the firm in providing similar services. Identify similar projects the submitting firm has completed. In general, we are looking for a Contractor who has experience in similar type projects and meeting projected deadlines. Contractor should be able to work without supervision. For each project listed, please provide the following: **(Please verify that all information provided is current! Additionally, please reconfirm the phone numbers before listing).**

1. Description of the project.
2. Project's original contracted cost and final cost.
3. Construction dates.
4. Project owner.
5. Reference information (three current names with telephone numbers per project). List reference where the firm has served as a Contractor for flood control districts, flood protection districts or municipalities. (NOTE: If the project did not have three separate people involved, make a note of that.)

C. Experience of Key Personnel (15 points)

Discuss the experience and qualifications of the specific team expected to be assigned. Identify each team member's role in the projects identified. Specify if work was completed while

employed under submitting firm or another firm. For each key person identified, list their length of time with the firm and at least two comparable projects in which they have played a primary role; if a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. **(Please verify that all information provided is current. Additionally, please reconfirm the phone numbers before listing).**

1. Description of project.
2. Role of the person.
3. Project's original contracted cost and final cost
4. Construction dates
5. Project Owner
6. Reference information (three current names with telephone numbers per project). List references where the firm has served as a consultant for flood control districts, flood protection districts or municipalities. (NOTE: If the project did not have three separate people involved, make a note of that.)

D. Current workload and the ability of the Firm to start immediately; response to emergency situations (10 points)

This scoring criterion has two parts: overall workload and ability to begin immediately; response to District emergency situations:

1. Overall workload, Response Time, and Ability to Start Immediately
Provide a table or list that summarizes the current major assignments of all key team members, percentage of time committed to each assignment, anticipated end date of major assignments, and percentage of time to be committed. Also include a statement as to when the team would be available to start work. Firms should demonstrate their ability to start immediately and to effectively manage their responsibilities by responding expediently to the District, completing projects on time, and working efficiently as a resource, in addition to their current workload.
2. Explain how the firm shall address District emergency situations, including those outside normal business hours.

E. Cost of services per evaluation of the Firm and its perceived ability to provide the Required Services including emergency services (10 points)

Evaluation of the Firm's capability to provide the required services as determined by the District board.

F. Value of services per the RFP Scope (25 points)

STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions apply to this RFP and to the contract to be executed between the District and successful Respondent(s). The Standard Terms and Conditions are part of the contract documents along with any combination of the Solicitation, including the Standard Terms and Conditions, and any Solicitation Addenda or Contract Amendments. The District reserves the right to negotiate with the successful Respondent(s) and modify any of the provisions of the contract prior to execution.

DEFINITIONS:

- 1.1 "Attachment" means any item the Solicitation requires the or Contractor to submit as part of the Offer or Solicitation.
- 1.2 "Contract" means the combination of the Solicitation, including the Standard and Special Instructions to Contractor, the Standard and Special Terms and Conditions, and the Specifications and Statement of Scope of Work and Fee Schedule; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by Maricopa Flood Control District ("MFCDD or District"), the district manager or MFCDD's designee that is issued to make changes in the Contract.
- 1.4 "Contractor" means any person or entity who has a Contract with the District.
- 1.5 "Days" means calendar days unless otherwise specified.
- 1.6 "Exhibit" means any item labeled as an Exhibit or placed in the Exhibits Section of the Solicitation.
- 1.7 "Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.8 "Gift" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.9 "MFCDD" means the MFCDD board of directors as contracting authority for the District. The district manager has authority to contract for services when the full cost is under \$500 without formal board approval.
- 1.10 "May" means something that is not mandatory but permissible.
- 1.11 "Offer" means bid, proposal or quotation.
- 1.12 "Party or parties" means the District or the Contractor.
- 1.13 "Respondent" means any person or entity who responds to a Solicitation with the District.
- 1.14 "Services" means the furnishing of labor, time, work or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but not including employment agreements or collective bargaining agreements.
- 1.15 "Shall, Will, Must" means a mandatory requirement.
- 1.16 "Should" means something that is recommended but not mandatory.
- 1.17 "Solicitation" means an Invitation for Bids, a Request for Proposals, a Request for Qualifications or a Request for Quotations.
- 1.18 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

CONTRACT INTERPRETATION:

2.1 The contract shall be governed by the law of the State of Arizona, and any suits pertaining to the contract shall be brought in Pinal County Superior Court.

2.2 Implied Contract Terms.

Each provision of law and any terms required by law to be in the contract are a part of the contract as if fully stated in it.

2.3 Contract Order of Precedence.

In the event of a conflict in the provisions of the contract and as it may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;

2.3.2 Standard Terms and Conditions;

2.3.3 Statement or Scope of Work;

2.3.4 Specifications;

2.3.5 Attachments;

2.3.6 Exhibits;

2.3.7 Special Instructions;

2.3.8 Standard Instructions; and

2.3.9 Other documents referenced or included in the Solicitation.

2.4 No Parole Evidence.

The contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties shall add to or explain any terms used in the contract.

CONTRACT ADMINISTRATION:

3.1 Notice to Proceed.

The Contractor agrees to provide services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, the Contractor shall not commence any billable activities related to the contract.

3.2 Contractor Facilities and Business Practices.

The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether they have been referenced by the District. Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable Occupational Safety and Health Administration regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to and throughout the duration of the contract.

3.3 Drug Free Workplace Program.

The Contractor shall require a drug free workplace for all employees working under the contract. Failure to require a drug free workplace may result in termination of the contract and possible debarment from bidding on future District contracts or projects.

3.4 Surveys

Land Surveyors must adhere to the Arizona State Board of Technical Registration's ("ASBTR") rules, the Arizona Boundary Survey Minimum Standards as adopted by the ASTBR, and with state laws and regulations pertaining to the appropriate survey drawings.

3.5 Property of the District.

Any materials, including reports, computer programs and other deliverables, created under the contract are the sole property of the District and shall not be used or released without prior written consent of the District.

3.6 Ownership of Intellectual Property.

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or envisioned pursuant to or as a result of the contract and any related Subcontract ("Intellectual Property"), shall be work made for hire and the District shall be considered the creator and owner of such Intellectual Property. The Contractor, on behalf of itself and subcontractor(s) if any, agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the District. The Intellectual Property shall not be disclosed by the contractor or its subcontractor(s) to any entity other than the District without the express written consent of the District.

3.7 Confidentiality of Records.

The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the District as confidential or privileged.

PAYMENTS AND COSTS:

4.1 Payments.

A separate invoice shall be issued for each task for service performed, unless otherwise directed, and no payment shall be issued prior to receipt of acceptable services and a correct invoice noted with the contracted prices or rates for services. Payments made shall not be a representation that the District has undertaken any informed, exhaustive or continuous review of the Contractor's services nor shall any such payment constitute a representation that the District has approved the services or constitute a waiver of any right that the District has pursuant to the contract or otherwise.

CONTRACT CHANGES:

5.1 Amendment.

The contract is issued under the authority of the District. The contract may be modified only through a contract Amendment within the scope of the contract. Changes to the contract directed by a person who is not specifically authorized by the District in writing or made unilaterally by the Contractor are violations of the contract and of applicable law.

5.2 Subcontracts.

The Contractor shall not enter into any Subcontract under the contract for the performance of the contract without prior written approval of the District. Any such Subcontract shall incorporate by reference the terms and conditions of the contract.

5.3 Assignment and Delegation.

No right or interest in the contract shall be assignable in whole or in part without the prior written consent of the parties hereto, and no delegation of any duty of the Contractor shall be made without prior written permission of the District. The contract and all the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

RISK AND LIABILITY:

6.1 Right to Recovery.

The Contractor shall do nothing to prejudice the District's right to recover against third parties for any loss, destruction, or damage to District property, and shall at the District's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the District in obtaining recovery. Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the District against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the District in any such action, or pay any settlement of such action or claim. The District assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third party harmless for claims based on the contract or use of the Contractor provided services.

6.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, directors, officials, and employees from and against all claims, actions, liabilities, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings ("Claim" or "Claims") relating to, arising out of, or alleged to have resulted from negligent acts, recklessness, intentional wrongful conduct, willful misconduct, errors, omissions, mistakes or malfeasance relating to the performance of this Contract which includes Contractor's work or services. Contractor's duty to defend, indemnify, and hold harmless District, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any Claim that is attributable to bodily injury or personal injury, sickness, disease, death, injury to, impairment or destruction of tangible or intangible property, including damage or loss of use resulting therefrom, caused by, relating to, arising out of, or alleged to have resulted from negligent acts, recklessness, intentional wrongful conduct, willful misconduct, errors, omissions, mistakes or malfeasance of the Contractor, anyone directly or indirectly employed by them, including any of its owners, officers, directors, agents, employees or subcontractors or anyone for whose acts they may be liable. The Contractor and its subcontractors shall include a waiver of transfer of rights of recovery (subrogation) in its insurance policies required hereunder against the District, its agents, representatives, officers, directors, officials, and employees for Claims arising from the work or services performed by the

Contractor and its subcontractors for the District pursuant to this Contract. This indemnification does not extend to the sole negligence of the District.

6.3 No Limit of Scope of Indemnity.

The amount and type of insurance coverage requirements set forth in the contract shall in no way be construed as limiting the scope of the indemnification provision in the contract. Such indemnification provision shall be required by Contractor from its subcontractors on behalf of the District.

6.4 Survival of Indemnification Provision

This indemnification provision shall survive termination or expiration of the contract.

6.5 Force Majeure.

Except for payment of sums due, neither party shall be liable or in default to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. Force Majeure shall not include the following occurrences: Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall promptly notify the other party in writing of such delay, no later than the following working day, and shall specify the causes of such delay through a notice by delivery or mailed certified-return receipt invoking this section.

6.6 Care of District Property.

The Contractor shall be responsible for any damages to District property when such property is the responsibility of or in the custody of the Contractor.

WARRANTIES:

7.1 Liens.

The Contractor warrants that the services supplied under the contract are free of liens and shall remain free of liens.

7.2 Quality of Work.

The Contractor shall be responsible for the professional quality and technical accuracy of the services provided under the contract. Services shall be performed in accordance with generally accepted professional and industry standards and in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions.

7.3 Fitness.

The Contractor warrants that any services supplied to the District shall fully conform to all requirements of the contract and all representations of the Contractor and shall be fit for all purposes and uses required by the contract.

7.4 Examination

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by examination of the services provided or payment for the services by the District.

7.5 Compliance with Applicable Laws.

The services supplied under the contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.6 Survival of Rights and Obligations after contract Expiration or Termination.

All representations and warranties made by the Contractor under the contract shall survive the expiration or termination hereof. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders or notices received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the District.

CONTRACTUAL REMEDIES:

8.1 Right to Assurance.

If the District in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under the contract, the district manager may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance may, at the District's option, be the basis for terminating the contract under the Standard Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

The District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the services called for by the contract for period(s) of days indicated by the District after the stop work order is delivered to the Contractor. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work.

8.3 Non-exclusive Remedies.

The rights and the remedies of the District under the contract are not exclusive.

8.4 Nonconforming Tender.

Services supplied under the contract shall fully comply with the contract. The delivery of services or a portion of the services that do not fully comply constitutes a breach of contract. On delivery of nonconforming services, the District may terminate the contract for default pursuant to the contract, exercise any of its rights and remedies in the contract or pursue any other right or remedy available to it.

8.5 Right of Offset.

The District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the District, or damages assessed by the District concerning the Contractor's non-conforming performance or failure to perform under the contract.

CONTRACT TERMINATION:

9.1 Gifts.

The District may terminate the contract, in whole or in part, if the District determines that employment or a Gift was offered or made by the Contractor or its representative to any District board member or employee related to the outcome of the procurement or favorable treatment related in any way to the contract.

9.2 Suspension or Debarment.

The District may, by written notice to the Contractor, immediately terminate the contract if the District determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the District.

9.3 Termination for Convenience.

The District reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the District without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the District upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress and work completed before the effective date of the termination.

9.4 Termination for Default.

In addition to the rights reserved in the contract, the District may terminate the contract in whole or in part due to the failure of the Contractor: to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, to provide required period statements, to provide satisfactory quality of services, or to make satisfactory progress in performing the contract. This may include any cessation or diminution of service, including but not limited to failure to maintain adequate personnel, whether arising from employment disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor that within the opinion of the District is not in its best interest.

9.4.1 Failure of the Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the contract shall give the District cause to cancel the contract. The District shall provide written notice of the termination and the reasons for it to the Contractor.

9.4.2 Upon termination under this section, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the District on demand.

9.4.3 The District may, upon termination of the contract, procure, on terms and in the manner that it deems appropriate, services to replace those under the contract. The Contractor shall be liable to the District for any excess costs incurred by the District in procuring services in substitution for those due from the Contractor.

9.5 Continuation of Performance Through Termination.

The Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

ARBITRATION:

10.1 No provision of any resulting contract shall require arbitration by the District except by the District's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration as provided for in A.R.S. § 12-1501 et seq.

10.2 Notwithstanding the provisions of this section, the Contractor shall continue to render the services required by the contract without interruption.

ATTACHMENT "A"

RFP NO: SRW2025.02

NON-COLLUSION AFFIDAVIT FORM

COMPANY NAME: _____

ADDRESS: _____

The persons, corporation or company who makes the accompanying proposal, having first been duly sworn, deposes and says:

That such proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that Respondent has not directly or indirectly induced or solicited any other Respondent to put in a sham bid or another person, firm, or corporation to refrain from bidding, and that the Respondent has not in any manner sought by collusion to secure for itself an advantage over any other Respondent.

Signed: _____

Name: _____

Corporation name: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2025

Signature of Notary Public in and for the

County of _____

State of _____

My Commission Expires: _____

ATTACHMENT "B"

**RFP NO: SRW2025.02
SIGNATURE PAGE**

BUSINESS NAME: _____

ADDRESS: _____

TELEPHONE: () _____

E-MAIL: _____

STARTING TIME AND TIME OF COMPLETION:

The undersigned agrees that if awarded, the contractor will start construction within twenty-one (21) business days after receiving written notice to proceed, and will complete the work according to the schedule herein, weather conditions permitting.

Having carefully examined the specifications for **RFP: SRW2025.02** prepared by the District and having familiarized ourselves with the premises and conditions affecting the work, the undersigned proposes to perform all the work required by the above-named documents for the following amount:

Base Bid (NOT TO EXCEED): _____ =\$_____

The persons, corporation or company who makes the accompanying proposal, having first been duly sworn, deposes and says:

That such proposal is genuine and sufficiently complete so as not to be misleading.

Signed: _____

Name: _____

Subscribed and sworn to before me this day of _____ 2025

Signature of Notary Public in and for the

County of _____

State of _____ My commission expires: _____

ATTACHMENT "C"

LEGAL STATUS

**MARICOPA FLOOD CONTROL DISTRICT,
REQUEST FOR PROPOSAL NO:
SRW2025.02**

1. Respondent intends to operate the business as (check one):

Corporation* () Non-Profit 501(c)(3) () Government Entity () Partnership* ()
Limited Liability Corporation* () Sole Proprietorship () Other (Please describe:)

Identify the members, if LLC, partners, if a partnership, or officers, if a corporation, of the Respondent (add lines as needed). For this RFP, addenda and exhibits, any questions regarding the principals are referring to the officers, partners and members as disclosed.

2. During the past 10 years, have you personally, or any business with which you have been involved, been declared bankrupt, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court? If "Yes," provide date, court jurisdiction, case name, case number, amount of liabilities, amount of assets and the status of each occurrence. **Yes () No ()**

3. Has the Respondent or any of its principals or its principal's affiliates been declared to be in default under any obligation to or contract with the District? If "Yes," please provide details concerning the nature of the default, including the District contract number. **Yes () No ()**

4. Are there any pending liens, claims or litigation in excess of \$500,000 involving Respondent, or any corporation or other entity that has, directly or indirectly, a controlling interest in the Respondent, or any subsidiary of the Respondent or other entity in which the Respondent has a controlling interest or any of the Respondent's principals, officers, or directors? If "Yes," provide detailed information regarding complaints. **Yes () No ()**

5. Has the Respondent, or any corporation or other entity that has, directly or indirectly, a controlling interest in the Respondent, or any subsidiary of the Respondent or other entity in which the Respondent has a controlling interest or any of the Respondent's principals, officers, or directors, been involved in any lawsuits in the past 10 years? If "Yes," provide list. **Yes () No ()**

6. Has the Respondent's or any of its principals or its principals' affiliate's contracts been terminated prior to their expiration terms, voluntarily or involuntarily, within the last 10 years? If "Yes," provide name, location, and date of the contract(s). **Yes () No ()**

7. Has the Respondent, or any corporation or other entity that has, directly or indirectly, a controlling interest in the Respondent, or any subsidiary of the Respondent or other entity in which the Respondent has a controlling interest or any of the Respondent's principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? If "Yes," provide the current status of such suspension or debarment proceedings. **Yes () No ()**

Telephone and E-Mail: _____

Signature(s) _____

Respondent's Legal Name: _____

The Respondent must be authorized to transact business in Arizona and be in good standing prior to submitting this proposal.

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

***Proposal must be signed by an individual authorized to contractually bind the Respondent.**

Name of Joint Venture Partner (if applicable): _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

***Proposal must be signed by an individual authorized to contractually bind the joint venture partner.**

NOTARIZED

Signed and sworn before me this, _____ day of _____, 2025

Notary Signature: _____ Affix Seal:

My Commission Expires: _____