# INVITATION TO BID

# LAKE HAVASU CITY, ARIZONA
## ITB NO.: B23- FD-500311

**FOR**

## Diesel Exhaust Extraction System

**Laura Herzog**, **Procurement Specialist**
**E-Mail: herzogl@lhcaz.gov**

**********

CITY CLERK'S OFFICE
2330 McCulloch Boulevard North
Lake Havasu City, AZ 86403
Phone: (928) 855-2116

**********

## BID CLOSING DATE: November 30, 2022

## BID CLOSING TIME: 3:00 p.m., ARIZONA TIME

BID OPENING ON THE SAME DAY at 3:00 p.m.

**********

**NON-MANDATORY Pre-Bid Conference:** Tuesday, November 1, 2022 at 8:00 a.m./Ariz Time
First Location: Station 1 – 96 South Acoma Blvd, Lake Havasu City AZ 86403
For sequence of remaining locations reference Section E – Additional Terms and Conditions, page 29

**********

SUBMITTED BY:

**Company Name:** _____

**Address:** _____

**Phone No.:** _____

**Fax No.:** _____

**Contact:** _____

**Email:** _____

An electronic copy of this ITB and attachments, if any, is available from the City's website: www.lhcaz.gov/rfps/rfpsCurrent.html. All ITB documents shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected.

**ITB NO.:** B23- FD-500311

**ITB TITLE:** Diesel Exhaust Extraction System

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## SECTION A - INVITATION TO BID

**ITB NO.: B23-FD-500311**

**ITB TITLE: Diesel Exhaust Extraction Systems**

**ITB DESCRIPTION: Diesel Exhaust Extraction Systems for Fire Stations**

Notice is hereby given that sealed bids for Invitation To Bid Number (ITB): **B23-FD-500311** for ITB Title: **Diesel Exhaust Extraction Systems** shall be received by the **City Clerk's Office, 2330 McCulloch Boulevard N., Lake Havasu City**, **Arizona, 86403,** until **3:00 p.m. Arizona Time** on **Wednesday, November 30, 2022.** All bids received in proper form shall be publicly opened and read aloud on the same day at 3:00 p.m., Room 109, City Hall, 2330 McCulloch Boulevard N., Lake Havasu City, Arizona, 86403.

**It is the sole responsibility of the Bidder to ensure the City receives the bid by the specified time. ALL BIDS MUST BE *TIME STAMPED* BY THE CITY BY THE STATED DEADLINE**. All late bids shall be rejected.

The outside of the sealed package must be clearly marked "**Sealed Bid**" with the **Bidder's Name**, **Address**, **Bid Title** and **Number**, and the **Closing Date. Bidder will submit one (1) original of the bid response.** Bidder should retain a copy for their records. All bids must be completed in ink or typewritten on a form to be obtained from the ITB documents and returned by the time cited above.

**Pre-Bid Conference:** Tuesday, November 1, 2022 at 8:00 a.m./Ariz Time
First Location: Station 1 – 96 South Acoma Blvd,
Lake Havasu City AZ 86403
For sequence of remaining locations reference Section E – Additional Terms and Conditions, page 29

**Bid Requirements:**

BID SECURITY: ☒ YES ☐ NO — Bid security in the form of a certified check or cashier's check payable to Lake Havasu City, or a satisfactory bid bond, in the amount of ten percent (10%) of the Contract total shall be submitted with each bid.

CERTIFICATE OF INSURANCE: The successful Bidder shall be required to submit a standard insurance certificate as evidence of compliance with the contract insurance requirements. This shall be sent to the City with the agreement before execution by the City and prior to commencing work.

*Pursuant to the Americans with Disabilities Act (ADA), Lake Havasu City endeavors to ensure the accessibility of all of its programs, facilities and services to all persons with disabilities. If you need an accommodation for ITB meetings, please contact the City Clerk's Office, at (928) 453-4142. Please provide 24 hours notice so accommodations may be arranged.*

Publication Dates: October 20th and 27th, 2022, Havasu News
October 27th and November 3rd, 2022, Arizona Business Gazette

# SECTION B - INSTRUCTIONS TO BIDDERS

1. **Bid Format.** Bid must be typewritten with a font size no less than 11 points or prepared in ink and must be submitted on the form(s) provided in the Invitation To Bid. Bidders shall return all information and forms as required on the Bidder's response sheet. Failure to complete all required forms may result in the bid being rejected as non-responsive. Bidder must submit one (1) original of the bid document.

   a. Unsigned offers will be considered non-responsive and will be rejected.

   b. Erasures, interlineations or other modifications in the bid must be initialed by a duly authorized vend or representative and must be the same person that signs the vendor(s) offer.

   c. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn after the specified bid closing date and time.

   d. It is the responsibility of the Bidder to examine the entire bid package and seek clarification of any item or requirement that may not be clear and to check Bidder responses for accuracy before submitting a bid.

   e. All bids shall be submitted in a sealed package and must be clearly marked "**Sealed Bid**" with the **Bidder's Name**, **Address**, **ITB Number** and **Title**, and the **Closing Date.** Bid packages with insufficient postage will not be accepted by Lake Havasu City.

   f. Lake Havasu City reserves the right to accept or reject any or all bids or any part thereof and waive informalities deemed in the best interest of the City.

2. **Bid Requirements.** The following forms must be completed, signed and submitted with the vendor's offer to be responsive and must include, but not limited to, the **COVER PAGE**, **BIDDER SIGNATURE PAGE**, **BID PRICE SCHEDULE**, **EXCEPTIONS TO SPECIFICATIONS** (if applicable), and **REFERENCES**. Bids must be signed by a duly authorized representative of the vendor. If a bid is signed by an agent of the Bidder, a Power of Attorney showing the authority of the agent to sign must be submitted with the bid or the bid shall be rejected. FAILURE TO SIGN AND SUBMIT THE **BIDDER SIGNATURE PAGE** SHALL RESULT IN REJECTION OF THE BID.

3. **Taxes.** Bid prices shall exclude Federal Excise Tax. Federal exemption certificates will be furnished upon written request. Lake Havasu City is not exempt from the applicable Arizona Sales Tax; Arizona Sales Tax will be indicated on the pricing sheet and marked as a separate line item after the total combined bid price. The applicable tax of any political subdivision shall not be a factor in determining the award of procurement.

4. **Price to Include Cost of Delivery.** If this is a bid for goods, then unless otherwise provided in the specifications, the bid price for each item must include the cost of delivery of the item(s) FOB within Lake Havasu City limits and to the specific destination shown in the specifications.

5. **Bids Must Conform to the Specifications.** The Bidder shall adhere to the specifications stated herein. Any exception taken to these specifications shall be so stated on the returned bid proposal. Deviations from any of the requirements in the specifications or drawings MAY RESULT IN BID REJECTION. Lake Havasu City shall hold the Bidder to all specification requirements. There is no time limit on this requirement. Deviations discovered after the unit(s) is accepted shall be corrected at no cost to the City. Any VERBAL communication from the City shall not be construed as approval of the acceptability of any deviation to any requirement or as authorization for any changes or additional charges on any contract. WRITTEN APPROVAL is required. Any deviation from the specification, or where submitted literature does not fully support the meeting of the specification, must be clearly cited in writing by the Bidder, but no deviation below minimum specification will be accepted. If this is a bid for goods and manufacturers' names, trade names, make, model or catalog numbers are used in the Specifications, they are for the purpose of describing and establishing commercial and industrial quality levels. Bids for equivalent items will be considered provided that such items are identified by manufacturer name, trade name, make, model and catalog number. If Bidder has any question whether an item is equivalent to the item specified, Bidder must submit a request for substitution.

6. **Silence of Specification.** The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial or industrial practice is to prevail and that only material and workmanship of first run manufacture quality are to be used.

7. **Periods of Time.** Periods of time, stated as a number of days, shall be calendar days unless otherwise specified.

8. **Descriptive Literature.** All Bidders must submit complete manufacturer's descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the bid submitted. Failure to include this information may result in the bid being rejected.

9. **Demonstrations.** The City may, at its discretion, require a demonstration of the equipment, material or product offered as part of the bid evaluation process. The equipment, material or product shall be provided by the Bidder at no cost to the City for a period of time deemed sufficient to properly evaluate the item.

10. **Replacement Parts.** Submission of this bid shall constitute a guarantee by the Bidder that a stock of replacement parts for the specified equipment, material or product is available to Lake Havasu City.

    Captive parts must be available within 48 hours following the placement of an order. The Vendor shall provide part(s) delivery, to include deliveries on Saturday, Sunday and holidays if required for an emergency. If special handling and/or freight are required, the vendor will assume all charges.

11. **Substitutions.** Bidders may propose substitutions. Requests for substitutions will be considered only if physically received by the contact person listed below, not less than ten (10) days before the closing date of the bid. Substitution requests must be submitted in a package marked as follows:

    Substitution Request, ITB No.: B23-FD-500311
    Lake Havasu City
    Administrative Services Procurement Department
    Attn: Laura Herzog, Procurement Specialist
    2330 McCulloch Blvd N.
    Lake Havasu City, AZ 86403

    Samples must be presented for inspection and testing if requested. Samples must be furnished at no cost to the City. If not destroyed or mutilated in testing, samples will, upon request, be returned at Bidder's expense. If a proposed item is determined to be an acceptable substitute, an addendum will be issued.

12. **Bid Withdrawal.** Any bid may be withdrawn at any time prior to the specified date and time for bid closing by delivering a written request to the Procurement Official or designee at the location where bids are received signed by a duly authorized representative of Bidder. All bids shall be irrevocable for ninety (90) calendar days from the day of bid closing.

13. **Removal from Bid Mailing List.** Vendors who do not respond when they receive an Invitation To Bid will be deleted from the Bidder's list for that commodity or service. A vendor that submits a “No Bid” is considered to be responsive and will remain on the Bidder’s mailing list only.

14. **Document Conflict.** In case of conflict between Specifications and the Contract Terms and Conditions and Instructions for Bidders, the specifications shall take precedence over and will be used in lieu of such conflicting portions of the Contract Terms and Conditions and Instructions to Bidders.

15. **Clarification/Protest/Question.** Any Bidder requesting clarification of or protesting or questioning any of the Specifications must submit specific questions or protests in writing (includes email) to the contact person listed below. Requests for clarification and protests must be physically received not less than seven (7) calendar days prior to the date and time of bid closing. Requests must be submitted in a package marked as follows:

    Clarification/Protest/Question
    ITB No.: B23-FD-500311
    Lake Havasu City
    Administrative Services Procurement Department
    Attn: Lynette Singleton, Procurement Official
    2330 McCulloch Blvd. N
    Lake Havasu City, AZ 86403
    Email to: singletonl@lhcaz.gov

A written response will be provided to all written requests for clarification and protests, copies of which will be sent to all vendors in receipt of these bid documents. Questions will not be answered orally. Oral instructions or information concerning the specifications provided by City officers, employees, or agents to prospective Bidders shall not bind the City.

16. **Addenda.** All addenda shall be issued no later than five (5) calendar days prior to the bid closing.

17. **Addenda Acknowledgement.** Receipt of bid addenda must be acknowledged by signing and returning the appropriate procurement document and acknowledging receipt on the proposal form.

18. **Documents are Public Records.** Lake Havasu City is subject to the Arizona Revised Statutes, Title 39, Chapter 1, relating to public records. All documents, reports, bids, submittals, working papers or other materials submitted to the City by Bidders shall become the sole and exclusive property of the City and become a public record.

19. **Copies.** Bidders may request copies of current or past procurement documents. The charge per copy is payable in advance. Please call for a current per copy cost.

20. **Late Delivery of Bid.** Late bids will not be opened or considered under any circumstances. Late Bid Notification will be sent to vendor.

21. **Rejection of Bids.** The City reserves the right to waive technical defects, discrepancies and minor irregularities in a bid. The City reserves the right to re-seal any bid that was opened prematurely. The City has determined this event as a minor irregularity. The Procurement Official shall be notified and shall log the event and place it in the procurement file. The City reserves the right to award any alternatives set forth in the bid documents in its sole discretion. Bids may be rejected if there is any alteration of the bid form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. The City reserves the right to reject any bid not in compliance with the bid documents, or prescribed public bidding procedures and requirements. Written notice of rejection of all bids shall be sent to all Bidders. ALL UNSIGNED BIDS SHALL BE REJECTED.

22. **Collusion.** Upon evidence that collusion exists among Bidders, none of the bids of participants in such collusion will be considered. All involved bids shall be rejected. Bids in which prices are unbalanced may be rejected. The Vendor will be required to complete, notarize and submit a "No-Collusion Affidavit" upon request by the City. **Failure of the vendor to submit a properly executed affidavit upon request by the City shall be grounds for rejection of the bid.**

23. **Contract Award.**

    a. Awards will be made with reasonable promptness to the vendor(s) whose bid(s) is determined to be responsive and responsible that best conforms to the Invitation To Bid and will be the most advantageous to the City with respect to price, conformity to the specifications and other factors. Other factors to be considered may include, but are not limited to, quality, uniformity of product, and vendors past performance on other Contracts with the City.

    b. The award will be made by low bid or including but not limited to individual item, category, group or by any combination of these or other methods or by all-or-none basis that is in the best interest of the City.

       Bidders to be considered for award by category or group are not required to bid on each item. However, if all or part of the bid is awarded by category or group, only those Bidders who have inserted a bid price for each item in the category or group and who have provided either a percentage off manufacturer's list or percentage mark-up over cost for similar items not listed will be considered for award for that category.

       City reserves the right to award the Bid to a primary and an alternate Bidder for the same bid item. The alternate Bidder will be used when the primary Bidder is unable to provide the materials when required, or when such action will provide the lowest final cost to the City.

    c. A bid response is an offer by a vendor to Contract with the City based upon the terms, conditions, and specifications contained in the Invitation To Bid. Bids do not become Contracts unless and until they are accepted and an Award is made by Lake Havasu City. A Contract is formed when Lake Havasu City gives written Notice of Award(s) to the successful Bidder(s) and issues a Purchase Order. All Invitation To Bid documents, including but not limited to the specifications, terms and conditions, become the Contract and is extended to every Purchase Order for items or services contained in the submitted offer. The delivery or furnishing of any of the bid items cannot commence until a Contract is duly and properly executed.

24. **Rejection of All Bids and Cancellation of Award.** The City reserves the right to reject all bids or to cancel award of the Contract at any time before execution of the Contract by both parties if rejection of all bids or cancellation of the award is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of award. The Bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid and Contract negotiations.

25. **Reissuance of Bid.** The City reserves the right to re-issue a subsequent procurement for this service at any time if deemed to be in the best interest of the City.

26. **Protest of Award.** A protest of award must be physically delivered to the Procurement Official within five (5) working days of the notice of award date. Packages containing protests shall be marked as follows:

Bid Award Protest, ITB No.: B23-FD-500311
Lake Havasu City
Administrative Services Division
Procurement Department
Attn: Lynette Singleton, Procurement Official
2330 McCulloch Blvd N
Lake Havasu City, AZ 86403

27. **Notice of Award.** Official Notice of Award, if any, shall be sent in the form of an “Award Letter” and shall be signed by the duly authorized Lake Havasu City Official.

28. **Vendor Registration and IRS Form.** Prior to the award of a Contract, the successful Bidder must properly fill out and complete a City Vendor Registration and IRS W-9 Form and file the documents with the City's Administrative Services Department.

29. **Post Award Conference.** After the award has been made, the Contractor may be required to attend and participate in Post Award Conference. The purpose is to ensure the Contractor has a complete understanding of the specifications and the requirements of the Contract prior to commencing work.

30. **Disputes.** In the event any doubt or differences of opinions exists as to the items or service to be furnished hereunder, or from evaluation and/or testing of substitutes, or the interpretation of the provisions of this procurement, the decision of Lake Havasu City shall be final and binding upon all parties.

31. **Solicitation Document Conflicts.** In the event any discrepancies exist between the proposer(s) submitted response and the original solicitation document, the ITB on file with the City shall govern.

32. **Response Preparation Costs.** Costs incurred by any Bidder in preparation of a response to this Invitation To Bid shall be the sole responsibility of the Bidder and will not be reimbursed by the City.

33. **Bidder Exceptions.** Bidders that list and submit more than ten (10) separate items in “Section L – Exceptions to Specifications” shall be considered non-responsive; and said bid shall be rejected in its entirety.

# SECTION C - SERVICES CONTRACT TERMS AND CONDITIONS
## LAKE HAVASU CITY, ARIZONA
## SERVICES CONTRACT
## CONTRACT NO 500311

This Contract is between **Lake Havasu City** (City), 2330 McCulloch Blvd., N., Lake Havasu City, AZ 86403 and **(Insert Contractor's Name)** (Contractor), (Insert Contractor's Full Address).

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be or the date, on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be June 30, 2023.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** City agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes the following Exhibits listed below and attached herein and incorporated herein by this reference:

☒ EXHIBIT 1 - STATEMENT OF WORK

☒ EXHIBIT 2 - INSURANCE REQUIREMENTS

☒ EXHIBIT 3 - CERTIFICATE OF LIABILITY INSURANCE

☒ EXHIBIT 4 **-** EMPLOYMENT ELIGIBILITY VERIFICATION & FORM

☒ EXHIBIT 5 - CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

☒ EXHIBIT 6 - WORKERS' COMPENSATION EXEMPTION CERTIFICATE

☒ EXHIBIT 7 - ARIZONA STATUTORY PAYMENT BOND (to be determined – price schedule adder)

☒ EXHIBIT 8 - ARIZONA STATUTORY PERFORMANCE BOND (to be determined – price schedule adder)

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## STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract. Contractor is providing services which involve health, safety and welfare of the general public. Delivery time is of the essence. Delivery must be made in accordance with the delivery schedule as promised by the Contractor.

2. **Contract Amendments.** This Contract shall be modified only by a written Contract Amendment signed by the City Manager or designee or City Official and persons duly authorized to enter into Contracts on behalf of the City Council.

3. **Parole Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

4. **Subcontracts and Assignment.** Contractor shall not Subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of City.

5. **No Third Party Beneficiaries.** City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

7. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing and signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

Draft Contract

8. **Compliance with Applicable Law.** Contractor shall observe and comply with all established federal, state, and local administrative rules, codes, ordinances, regulations, standards, and laws applicable to the work under this Contract regardless of whether or not they are referred to by the City.

9. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Arizona and the provisions of the Lake Havasu City Municipal Code. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Mohave County, Arizona. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the U.S. District Court located in Phoenix, Maricopa County, Arizona.

10. **Arbitration.** In accordance with A.R.S. Title 12, parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the sole relief sought is monetary damages of $40,000, or less, exclusive of interest and costs.

11. **Early Termination.** This Contract may be terminated as follows:

    a. City and Contractor, by mutual written agreement, may terminate this Contract at any time.

    b. City, in its sole discretion, may terminate this Contract for any reason on thirty (30) days written notice to Contractor.

    c. Either the City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

    d. Notwithstanding paragraph 11(c), City may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

12. **Payment on Early Termination.** Upon termination pursuant to paragraph 11, payment shall be made as follows:

    a. If terminated under 11(a) or 11(b) for the convenience of the City, the City shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. City shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim City may have against Contractor.

    b. If terminated under 11(c) by the Contractor due to a breach by the City, then the City shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

    c. If terminated under 11(c) or 11(d) by the City due to a breach by the Contractor, then the City shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the City is entitled.

13. **Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:

    a. If terminated under 11(c) by the City due to a breach by the Contractor, the City may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the reasonable excess.

    b. In addition to the remedies in paragraphs 11 and 13 for a breach by the Contractor, the City also shall be entitled to any other equitable and legal remedies that are available.

    c. If the City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

14. **Waiver.** Waiver of any default under this Contract by City shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

15. **Non Waiver of Liability.** The City as a public entity supported by monetary tax funding, in execution of its public trust, shall not agree to waive any lawful or legitimate right to recover monetary funds lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

16. **Conflict of Interest/Contract Cancellation.** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers, and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

    Pursuant to A.R.S. §38-511, this Contract is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Lake Havasu City is, at any time while the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

Draft Contract

17. **No Kick Back Fee.** Contractor stipulates that no person has been employed or has been retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council or any employee of City has any interest, financially or otherwise, in this Contract that has not been publically declared and procured in accordance with A.R.S. § 38-501 *et seq*.

    In case of breach or violation of this requirement, the City shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

18. **Gratuities.** The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **Non Exclusive Contract.** Any subsequent Contract resulting from the solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods, service, or finished end product from another source when necessary.

20. **Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the City. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants City a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. City shall have no rights in any pre-existing work product of Contractor provided to City by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for City use only. If this Contract is terminated prior to completion, and the City is not in default, City, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

21. **Licenses and Permits.** Contractor shall maintain in current status all federal, state, and local laws, licenses, and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

22. **Force Majeure.**

    a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this 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; injunctions-intervention-acts; 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.

    b. Force Majeure shall not include the following occurrences:

        1) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

        2) 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

        3) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

    c. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

    d. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused, by force majeure.

23. **Late Submission of Claim.** The City shall not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

Draft Contract

24. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for no less than **six (6) years** following final payment. City's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. City shall reimburse Contractor for Contractor's cost of preparing copies.

25. **Insurance and Performance/Payment Bond Requirements.** Contractor shall maintain throughout the term of the Contract the amounts and limits established and referenced in the solicitation documents and included herein.

26. **Indemnity.** Contractor shall indemnify and hold harmless City, its officers and employees from and against any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Contractor or other persons employed or used by the Contractor in the performance of this Contract. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

27. **Indemnity–Patents, Copyright, and Trademark.** Contractor agrees to defend City, mayor, council, appointed boards and commissions, officers, officials, employees, and agents individually and collectively at Contractor's own expense, in all suits, actions, or proceedings in which Contractor is made a defendant for actual or alleged infringement of any United States of America or foreign letters patents resulting from Contractor's use of the goods, service, or finished end product purchased as a result of this Procurement (Invitation To Bid (ITB) or Request For Proposal (RFP)) and subsequent Contract. Contractor further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action, or proceedings against City. Contractor agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods, service, or finished end product supplied by the Contractor. Contractor will indemnify City against all claims for damages to persons or property resulting from defects in materials or workmanship. It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

28. **No Advance Payments.** Advance payments are not authorized. Payment will be made for only actual services or commodities that have been received and accepted by the City.

29. **Advertisement.** Contractor shall not advertise or publish news releases concerning this Contract without the prior written consent of the City Manager or designee.

30. **Americans with Disabilities Act.** The Contractor 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.

31. **Anti-Discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits, or employment. Contractor shall not discriminate against minority-owned, women-owned, or disadvantaged small businesses. Contractor shall include a provision in each sub-contract requiring subcontractors to comply with the requirements of this clause.

32. **OMB Circular A-133.** If Contractor is determined by the City to be a sub-recipient of federal funds passed through the City, the Contractor must submit an annual Federal Compliance Audit in conformity with the OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

33. **Disadvantaged/Minority/Woman Business Enterprise.** Contractor agrees to give Disadvantaged/Minority/Woman Businesses the maximum practical opportunity to participate in this Contract when possible, by obtaining supplies, materials, and services from such firms.

34. **Non Appropriation Clause - Fiscal Year. If appropriations are reallocated, reduced or eliminated by legislative** action or for any reason these goods and / or services are not funded, during any fiscal year the City may take any of the following actions:

    a. Accept a decrease in price offered by the Contractor and complete the Contract;

    b. Place the Contract on-hold and pay the Contractor for work performed up to the date of the non-appropriation notice. Work must be performed in accordance with the Contract prior to payment and be less any setoff to which the City is entitled. The contract may be resumed at a later date when funding is reestablished. Contract cannot be resumed beyond a (4) four year time period from the date of non-appropriation notice. Contractor must also reaffirm pricing and resubmit insurance and bonding certificates, if applicable. Documents must be received by the City prior to resuming the Contract;

    c. Cancel the Contract and pay the Contractor for work performed up to the date of the non-appropriation notice. Work must be performed in accordance with the Contract prior to payment and be less any setoff to which the City is entitled, and re-solicit a new procurement;

    d. Cancel the contract and re-solicit the requirements;

    e. Cancel the contract.

Draft Contract

35. **Non Appropriation Clause - Future Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current City's fiscal year. If payment for performance under this Contract extends into next fiscal year, the City's obligation to pay for such performance is subject to approval of future appropriations to fund this Contract by legislative action. The City shall have no legal liability to pay funds due for performance under the terms of the Contract until and unless funds are appropriated by legislative action.

36. **Notice to Proceed.** The Contractor agrees to render services promptly and diligently upon receipt of written notice by a duly authorized City agent and to proceed with any or all of the services set forth herein.

37. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within **seven (7) days**, the demanding party may treat this failure as an anticipatory repudiation of this Contract.

38. **Non Performance.** In the event of nonperformance under this Contract, the City, after **seven (7) days** written notice to the Contractor, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor.

    For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

39. **Liens.** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the work required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make final payment.

40. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

41. **Title and Risk of Loss.** The title and risk of loss of materials or service shall not pass to the City until the City actually receives the material or service at the point of delivery FOB; and such loss, injury, or destruction shall not release seller from any obligation hereunder. The City shall notify the Seller promptly of any damaged goods, service, or finished end product, and further shall assist the Seller in arranging for inspection.

42. **FOB Point of Delivery.** All pricing, labor, materials, and services are to be FOB destination and delivered within the city limits of Lake Havasu City, Arizona, unless otherwise specified elsewhere in the solicitation documents.

43. **Employment Standards.** The Contractor agrees that upon request by Lake Havasu City, it shall remove from the City's premises any Contractor's employee, who, in the reasonable opinion of Lake Havasu City, is guilty of improper conduct, bringing any unauthorized personnel (including their own children) into a facility or work area, or is not qualified to perform the work assigned. The Contractor shall understand that its employees shall complete and pass a security background check, if so requested.

44. **Organization–Employment Disclaimer.** The agreement resulting hereunder is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall save and hold the City harmless with respect thereto.

45. **Cooperative Governmental Purchasing.** Pursuant to A.R.S. § 41-2632, other public agencies may contract directly with Contractor under the terms of the Contract. Contractor may be charged a one percent (1%) administrative fee for the use of said Contract. Contractor shall notify the City prior to their use of the Contract in providing goods, service, or finished end product to other agencies. If applicable, Contractor shall pay the administrative fee upon execution of said Contract, and Contractor shall provide a yearly sales report to the City ending December 31 of each year. Contractor shall make fees payable to the City at time of cooperative agency payment.

Draft Contract

46. **Quarterly Reports.** If requested, parties agree that Contractor shall provide quarterly reports to City which shows each item purchased from City in the prior quarter, the individual cost of each item, and the total cost of all items purchased in the quarter.

47. **General Product Requirements.** All items delivered shall conform to the Specifications and shall be in first class condition. Acceptance by the City shall be subject to inspection and approval. In case of conflict between the Specifications and Additional Contract Terms and these Standard Terms and Conditions, the Specifications and Additional Contract Terms shall prevail. The apparent silence of the Standard Terms and Conditions and Specifications and Additional Contract Terms as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail and that only items manufactured with material and workmanship of first quality are to be supplied. All items delivered shall be of identical style, quality, and appointments as those offered to the trade in general during the course of the model year. All items delivered shall be new current models, free and clear of all liens and encumbrances. Unless otherwise provided in the Specifications, items shall, where appropriate, be prepared for delivery to and use by the City by a factory franchised agent. Each item delivered shall be accompanied by all pre-delivery inspection sheets, coupons, certificates, descriptive literature, warranty cards, and information provided by the manufacturer and furnished to the trade in general. All such documents shall be properly completed and signed in accordance with industry standards. All items required by the Specifications to be UL listed shall indicate the current UL listing on the item. All items that are required by the Specifications to have any other certification shall indicate that certification on the item or in the accompanying documentation.

48. **Inspection and Acceptance.** Goods, service, or finished end product furnished under this Contract shall be subject to inspection and testing by the City at times and places determined by the City within a reasonable time after arrival at its ultimate destination. If the City finds goods, service, or finished end product to be incomplete, unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet the specifications or other requirements or not in compliance with the Contract, the City, at its sole discretion, may either reject the goods, service, or finished end product, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods, service, or finished end product to the City at a reduced price, whichever the City deems equitable under the circumstances. Lake Havasu City may return such goods, service, or finished end product to Contractor at Contractor's expense. Contractor shall reimburse Lake Havasu City for any amounts paid by the City for the returned goods, service, or finished end product and any costs incurred by the City to return the goods to the Contractor. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the City, the City may reject the goods, service, or finished end product and cancel the Contract in whole or in part. Payment for merchandise, service, or finished end product prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise, service, or finished end product. Nothing in this paragraph shall in any way affect or limit the City's rights as buyer under the Uniform Commercial Code, including the rights and remedies relating to rejection or revocation of acceptance under A.R.S. § 47-2711 et seq.

49. **Warranty and Service.** Contractor warrants all goods, service, or finished end product delivered to be free from defects in labor, material and manufacture and to be in compliance with the specifications set out in this Contract. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Further, Contractor represents and warrants that Contractor has the power and authority to enter into and perform this Contract and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms. All items delivered shall carry either the standard manufacturer's warranty or service policy providing that warranty work will be performed by any authorized manufacturer's dealer, or if specified in the Specifications, the warranty and service policy called for in the Specifications. In addition, unless otherwise noted in the Specifications, the warranty and service policy indicated above shall include the following terms and conditions:

    a. There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Warranty maintenance requirements, when performed by City, shall be acceptable to dealer when said work performance meets or exceeds the dealer certification requirements. City shall provide evidence of such work performance upon request, as required by the manufacturer. Any extended warranty period customarily granted shall be made available to City at no additional cost, and

    b. City shall be advised of all product recalls on all or any part of the item at no additional cost. All product recall information, replacement parts and labor, shall be provided to the City as soon as available to dealer.

50. **Shipment Reservation Prohibited.** Contractor shall not ship the goods, service, or finished end product under reservation and no tender of a bill of lading will operate or function as a tender of the goods or finished end product.

51. **No Replacement of Defective Tender.** Contractor tender of goods, service, or finished end product must fully comply with all provisions of this Contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach, and the Contractor shall not have the right to substitute a conforming tender.

52. **Product Correction.** It is agreed that Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the

Draft Contract

City has the right to cancel the purchase at any time with a full refund within thirty (30) days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.

53. **Default in One Installment to Constitute Breach.** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of nonconforming goods, service, or finished end product or a default of any nature under one installment or lot will impair the value of the whole agreement and constitute a breach of the agreement as a whole.

54. **Hazardous Materials.** Contractor warrants that goods, service, or finished end product provided under this Contract comply with all federal, state, and local safety and health requirements. All items that include hazardous materials shall be labeled in accordance with law with the names of the hazardous ingredients, the hazards of the materials, and the appropriate precautions. Contractor shall provide a Material Safety Data Sheet as defined by OSHA for any goods, service, or finished end product provided under this Contract which may release, or otherwise result in exposure to, a hazardous substance under normal conditions of use. In addition, Contractor shall label, tag, or mark such goods, service, or finished end product. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

55. **Security.** Any disclosure or removal of any City material and/or information marked as confidential or private on the part of Contractor shall be cause for immediate cancellation of the Contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the City as a result of the Contractor's willful or negligent release of information, documents, or property contained in City facilities shall be borne solely by the Contractor.

56. **Preference for Recycled Materials.** The City shall prefer materials or supplies manufactured from recycled materials if the recycled product is available, it meets the requirements set forth in the Specifications, and the cost of the product does not exceed the cost of non-recycled products by more than five percent (5%).

57. **Prohibition on Government Contracts.** The Contractor shall comply with all applicable provisions of the A.R.S. § 35 Public Finances. Contractor further agrees that they shall not have any scrutinized business operations in Sudan and/or Iran.

58. **Terrorism Country Divestments.** In accordance with A.R.S. § 35 Public Finances, the City is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the Contract, Contractor warrants compliance with the Export Administration Act.

59. **Contractor's Employee E-Verify Eligibility Requirement.** The Contractor shall comply with all applicable provisions of the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214, which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program. See the following website for further information: www.dhs.gov/e-verify.

    Pursuant to A.R.S. § 41-4401, the City may request verification of compliance from any contractor or subcontractor performing work under this Contract. The City reserves the right to confirm compliance. Should the City suspect or find that the Contractor or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Contract for breach or default, and suspension and/or debarment of the Contractor. All costs necessary for compliance shall be solely borne by the Contractor.

60. **Israel.** If applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a boycott of goods and services from Israel, as defined in A.R.S. § 35-393.

61. **Forced Labor of Ethnic Uyghurs Certification.** Contractor certifies that it does not currently, and agrees for the duration of the Contract that it will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If [Contractor/Consultant/User] becomes aware it is not in compliance with this certification, it shall notify the City within five business days after becoming aware. This Contract will terminate upon failure to remedy the noncompliance within 180 days of the notification. (A.R.S. § 35-394)

Draft Contract

## CONTRACTOR DATA AND SIGNATURE

Contractor Address:

Federal Tax ID# or Social Security #:

Business Designation (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation-for profit ☐ Corporation-non-profit ☐ Other describe here:

Federal tax ID numbers or Social Security numbers are required pursuant to A.R.S. § 42-1105 and will be used for the administration of state, federal, and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

**I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.**

_____ _____
Signature Title

_____ _____
Name (please print) Date

NOTE: Contractor must also sign Exhibit 4, Exhibit 5, Exhibit 6, Exhibit 7, Exhibit 8, and Exhibit 9, if applicable.

## LAKE HAVASU CITY SIGNATURE

(This Contract is not binding on the City until signed by the City Manager or designee)

_____ _____
City Manager or Designee** Date

## CITY ATTORNEY APPROVAL AND REVIEW

Reviewed by:

CITY ATTORNEY
FOR LAKE HAVASU CITY, ARIZONA

_____
City Attorney Date

Draft Contract

**EXHIBIT 1**
**LAKE HAVASU CITY SERVICES CONTRACT**
**CONTRACT NO.: 500311**

**STATEMENT OF WORK**

Reference herein Invitation to Bid, Section I, Technical Specifications
to be incorporated upon contract award

Draft Contract

**EXHIBIT 2**
**LAKE HAVASU CITY SERVICES CONTRACT**
**CONTRACT NO.: 500311**

## INSURANCE REQUIREMENTS

**Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:****

Workers Compensation **insurance in compliance with A.R.S. Title 23, Chapter 6, together with Employer's Liability insurance with coverage limits of not less than $1,000,000 must be included, unless exempt. (**See Exhibit 6)

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 5in lieu of Certificate.

**Professional Liability** insurance with a combined single limit of not less than ☐ $1,000,000, ☐ $2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ☐ $1,000,000, ☐ $2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

☐ Required by City ☒ Not required by City

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than ☒ $1,000,000,
☐ $2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ☒ $1,000,000,
☐ $2,000,000. This insurance must include contractual liability coverage.
☒ Required by City ☐ Not required by City

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than ☒ $1,000,000,
☐ $2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.
☒ Required by City ☐ Not required by City, if use of the vehicle is not required as part of the service provided the City.

**Contractor's Pollution Liability** insurance on an occurrence basis, with a combined single limit of not less than ☒ $1,000,000 each occurrence with an annual aggregate limit. Coverage to include sudden and accidental pollution events, clean up costs, and liability for third-party bodily injury and property damage arising from pollution conditions caused by the Contractor's performance under Contract.

☒ Required by City ☐ Not required by City

**Contractor's Product Liability.** Insurance on an occurrence basis, with a combined single limit of not less than ☐ $1,000,000 each occurrence with an annual aggregate limit. Certificates of Insurance for product liability coverage are required from Contractors or product manufacturers of higher hazard equipment where potential for loss is greater than normal (i.e., chemicals, heavy road equipment, machinery, etc.). This procedure verifies that the manufacturing company has proper product liability insurance and economic backing in the event of a catastrophic loss relating to a failure, malfunction, defect or other condition relating to the manufacture of the specific product.

☒ Required by City ☐ Not required by City

Coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating. Contractor's coverage will be primary in the event of loss. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition will be included in all commercial general liability policies required by this Contract.

**Contractor shall furnish a Certificate of Insurance to the City with the signed Contract.** The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without **ten (10) working days** written notice from the Contractor's insurer to the City. The Certificate shall also state the deductible or retention level. If requested, complete copies of insurance policies shall be provided to the City.

If Contractor ships all goods, service or finished end product to be supplied under this Contract by common carrier and will not make deliveries to the City using its own employees, proof of insurance as set forth in Section F of the solicitation documents will not be required.

The amount and type of insurance coverage as required herein is not intended to, and shall not be interpreted to, limit the scope of the indemnity set forth in this section.

**Additional Insureds.** For commercial general liability and automobile liability insurance policies, the Insurance Certificate shall also provide that "**Lake Havasu City, its agents, directors, officers, officials, and employees are additional Insureds with respect to Contractor's services to be provided under this Contract**." If requested, complete copies of insurance policies shall be provided to the City.

Completed by: _____
Contract Originator

****Note to Contract Originator**: For certain types of contracts additional insurance may be required. Contact Risk Management Manager.

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| ACORD™ | EXHIBIT 3 - CERTIFICATE OF LIABILITY INSURANCE | Date(MM/DD/YYYY) |
|---|---|---|

| PRODUCER: | THIS CERTICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
|---|---|---|
| | **INSURERS AFFORDING COVERAGE** | **NAIC #** |
| | INSURER A: | |
| **INSURED:** | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE(MM/DD/YY) | POLICY EXPIRATION DATE(MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | | **GENERAL LIABILITY** | | | | EACH OCCURENCE | $ |
| | | ☐ COMMERCIAL GENERAL LIABILITY | | | | DAMGE TO RENTED PREMISES (Each occurrence) | $ |
| | | ☐ ☐ CLAIMS MADE ☐ OCCUR | | | | MED EXP (Any one person) | $ |
| | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | GENERAL AGGREGATE | $ |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS – COMP/OP AGG | $ |
| | | ☐ POLICY ☐ PROJECT ☐ LOC | | | | | |
| | | **AUTOMOBILE LIABILITY** | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | ☐ ANY AUTO | | | | | |
| | | ☐ ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | ☐ SCHEDULED AUTOS | | | | | |
| | | ☐ HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | ☐ NON-OWNED AUTOS | | | | | |
| | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | **GARAGE LIABILITY** | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ☐ ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ |
| | | ☐ OCCUR ☐ CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | ☐ DEDUCTIBLE | | | | | $ |
| | | ☐ RETENTION $ | | | | | $ |
| | | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** | | | | ☐ WC STATU-TORY LIMITS ☐ OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $ |
| | | If yes, describe under SPECIAL PROVISIONS below: | | | | E.L. DISEASE –EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE –POLICY LIMIT | $ |
| | | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**ADDITIONAL INSURED:** Lake Havasu City, its agents, directors, officers, officials, and employees are additional Insureds with respect to Contractor's services to be provided under this Contract.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| LAKE HAVASU CITY<br>COMMUNITY INVESTMENT-PROCUREMENT<br>2330 MCCULLOCH BLVD. N.<br>LAKE HAVASU CITY, AZ 86403 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

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Draft Contract

## EXHIBIT 4

### INSTRUCTIONS FOR COMPLETION OF EMPLOYMENT ELIGIBILITY VERIFICATION FORM

**WHO MUST COMPLETE THIS FORM:**

In accordance with Lake Havasu City Code Chapter 3.30, Employment of Unauthorized Aliens, all contractors and subcontractors furnishing labor, time, or effort for construction or maintenance of any structure, building, transportation facility, or improvements of real property must complete this form.

Contractors or subcontractors, as described above, must certify that they have complied, in good faith, with the applicable requirements of the Federal Immigration Control and Reform Act with respect to the hiring of covered employees. This certification must be executed by an authorized representative.

**WHEN THIS FORM MUST BE COMPLETED:**

This form must be completed by all contractors and subcontractors and submitted to the City department awarding the contract, license agreement, or lease no later than notification of successful direct selection, bid, request for proposals, request for qualification, or any similar competitive or noncompetitive procurement or bidding process.

Employer Verification Of Empl

Draft Contract

**EXHIBIT 5**
**LAKE HAVASU CITY SERVICES CONTRACT**
**CONTRACT NO. 500311**

**CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR**

**NOTE: Contractor Must Complete A or B below:**

**CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

**I certify under penalty of perjury that Contractor is a [check one]:**
____ Corporation _____ Limited Liability Company _____ Partnership _____ Non-Profit Corporation authorized to do business in the State of Arizona

_____
Signature Title Date

## A. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

**Contractor certifies under penalty of perjury that the following statements are true:**

1. If Contractor is providing labor or services under this Contract for which registration is required under A.R.S. Title 23, Chapter 6, Contractor has registered as required by law, **and**

2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**

3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**

4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

____ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.

____ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.

____ C. My business telephone listing is separate from my personal residence telephone listing.

____ D. I perform labor or services only under written contracts.

____ E. Each year I perform labor or services for at least two different persons or entities.

____ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

_____ _____
Contractor Signature Date

Draft Contract

# EXHIBIT 6
# LAKE HAVASU CITY SERVICES CONTRACT
# CONTRACT NO. 500311
# WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under A.R.S. Title 23, Chapter 6, §23-902 for the following reason *(check the appropriate box):*

**___ SOLE PROPRIETOR**
- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this Contract, or
- Contractor will hire independent contractors to perform work under this Contract.

**___ CORPORATION - FOR PROFIT**
- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this Contract, or
- Contractor will hire independent contractors to perform work under this Contract.

**___ CORPORATION - NONPROFIT**
- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this Contract, or
- Contractor will hire independent contractors to perform work under this Contract.

**___ PARTNERSHIP**
- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this Contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto, or
- Contractor will hire independent contractors to perform work under this Contract.

**___ LIMITED LIABILITY COMPANY**
- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this Contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto, or
- Contractor will hire independent contractors to perform work under this Contract.

*NOTE: Contractor that hires independent contractor's to perform work under this Contract shall comply with A.R.S. §23-902 and provide a written form to the City showing compliance with said A.R.S. Statue requirement.

A shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

| | |
|---|---|
| _____ | _____ |
| Contractor Printed Name | Contractor Signature |
| _____ | _____ |
| Contractor Title | Date |

Draft Contract

**EXHIBIT 7**
**LAKE HAVASU CITY SERVICES CONTRACT**
**CONTRACT NO. 500311**
**ARIZONA STATUTORY PAYMENT BOND**

PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be one-hundred-percent (100%) of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____
_____
_____
(hereinafter "Principal"), as Principal, and _____
_____
_____
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____
_____
_____
with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Lake Havasu City, Arizona (hereinafter "Obligee") in the amount of (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the ____ day of _____, _____, to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of **ITB No.** , **ITB TITLE:** **,** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice of the Surety, and during the life of any guarantee required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this ___ day of _____ , _____

_____
PRINCIPAL SEAL

_____ BY:_____
AGENCY OF RECORD

_____ _____
AGENCY ADDRESS SURETY SEAL

BY:_____

Draft Contract

**EXHIBIT 8**
**LAKE HAVASU CITY SERVICES CONTRACT**
**CONTRACT NO. 500311**
**ARIZONA STATUTORY PERFORMANCE BOND**

PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be one-hundred-percent (100%) of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____
_____
_____
(hereinafter "Principal"), as Principal, and _____
_____
_____
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____
_____
_____
with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Lake Havasu City, Arizona (hereinafter "Obligee") in the amount of (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the ____ day of _____, ____, to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of **ITB No.** , **ITB TITLE:** **,** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice of the Surety, and during the life of any guarantee required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this ____ day of _____ , _____

_____
PRINCIPAL SEAL

_____ BY:_____
AGENCY OF RECORD

_____ _____
AGENCY ADDRESS SURETY SEAL

BY:_____

Draft Contract

**ITB NO.: B23-FD-500311**

**ITB TITLE: Diesel Exhaust Extraction Systems**

## SECTION D - EMPLOYMENT ELIGIBILITY VERIFICATION FORM

### INSTRUCTIONS FOR COMPLETION OF EMPLOYMENT ELIGIBILITY VERIFICATION FORM

**WHO MUST COMPLETE THIS FORM:**
In accordance with Lake Havasu City Code Chapter 3.30, Employment of Unauthorized Aliens, all contractors and subcontractors furnishing labor, time, or effort for construction or maintenance of any structure, building, transportation facility, or improvements of real property must complete this form.

Contractors or subcontractors, as described above, must certify that they have complied, in good faith, with the applicable requirements of the Federal Immigration Control and Reform Act with respect to the hiring of covered employees. This certification must be executed by an authorized representative.

**WHEN THIS FORM MUST BE COMPLETED:**
This form must be completed by all contractors and subcontractors and submitted to the City department awarding the contract, license agreement, or lease no later than notification of successful direct selection, bid, request for proposals, request for qualification, or any similar competitive or noncompetitive procurement or bidding process.

EmployerVerification
OfEmploymentEligibil

# LAKE HAVASU CITY
# EMPLOYMENT ELIGIBILITY VERIFICATION & FORM

## INSTRUCTIONS FOR COMPLETION OF EMPLOYMENT ELIGIBILITY VERIFICATION FORM

**WHO MUST COMPLETE THIS FORM:**
In accordance with Lake Havasu City Code Chapter 3.30, Employment of Unauthorized Aliens, all contractors and subcontractors furnishing labor, time, or effort for construction or maintenance of any structure, building, transportation facility, or improvements of real property must complete this form.

Contractors or subcontractors, as described above, must certify that they have complied, in good faith, with the applicable requirements of the Federal Immigration Control and Reform Act with respect to the hiring of covered employees. This certification must be executed by an authorized representative.

**WHEN THIS FORM MUST BE COMPLETED:**
This form must be completed by all contractors and subcontractors and submitted to the City department awarding the contract, license agreement, or lease no later than notification of successful direct selection, bid, request for proposals, request for qualification, or any similar competitive or noncompetitive procurement or bidding process.


2330 McCulloch Blvd N Lake Havasu City, AZ 86403 Phone: 928-855-2116
**www.lhcaz.gov**

# LAKE HAVASU CITY
## EMPLOYMENT ELIGIBILITY VERIFICATION & FORM

***LIST OF ACCEPTABLE DOCUMENTS:***

| LIST A | | LIST B | | LIST C |
|---|---|---|---|---|
| **Documents that Establish Both** | | **Documents that Establish** | | **Documents that Establish** |
| U.S. Passport (unexpired or expired) | **OR** | Driver's license or ID Card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth | **AND** | U.S. social security card issued by the Social Security Administration |
| Certificate of U.S. Citizenship | | ID card issued by a federal, state or local government agencies or entities, provided it contains a photograph or information | | Certification of Birth Abroad issued by the Department of State |
| Certificate of Naturalization | | School ID card with photograph | | Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying |
| Unexpired foreign passport with I-551 stamp or attached federal Form I-94 | | Voter's registration card | | Native American tribal document |
| Permanent Resident Card or Alien | | U.S. Military card or draft record | | U.S. Citizen ID Card |
| Unexpired Temporary | | Military dependent's ID card | | ID Card for the use of Resident Citizen in the |
| Unexpired Employment | | U.S. Coast Guard Merchant Mariner Card | | Unexpired employment authorization document issued by DHS |
| Unexpired Reentry | | Native American tribal | | |
| Unexpired Refugee Travel Document | | Driver's license issued by a | | |
| Unexpired Employment Authorization Document issued by DHS that contains a | | **For persons under age 18 who are unable to present a document listed above:** School record or report card; Clinic, | | |


2330 McCulloch Blvd N Lake Havasu City, AZ 86403 Phone: 928-855-2116
**www.lhcaz.gov**

# LAKE HAVASU CITY

## EMPLOYER VERIFICATION OF EMPLOYMENT ELIGIBILITY & FORM

The undersigned attests under penalty of perjury, that they have reviewed the documents presented to them by their employees, and that the documents provided to the undersigned by their employees, as more particularly identified in the attached exhibit entitled "list of acceptable documents" appear to be genuine and appear to relate to the employee name, and to the best of the undersigned's knowledge, the employee is eligible to work in the United States based upon the undersigned's review of the documents presented.

| | | |
|---|---|---|
| **Signature of Authorized Representative of Covered Employer / Contractor / Subcontractor** | **Print Name** | **Title** |
| **Business or Organization Name** | **Business Phone Number** | **Date (month / date / year)** |
| **Address (Street Name and Number)** | | |
| **City, State, Zip Code** | | |


2330 McCulloch Blvd N Lake Havasu City, AZ 86403 Phone: 928-855-2116
**www.lhcaz.gov**

## SECTION E - ADDITIONAL TERMS AND CONDITIONS

1. **Pre-Bid Conference.** An optional Pre-Bid conference will be held on Tuesday, November 1, 2022 at 8:00 a.m., Arizona Time. The first location will be Fire Station 1: 96 South Acoma Blvd, Lake Havasu City, Arizona 86403. The remainder sites will be visited in the following sequence (subject to change):
   a. Fire Station 3: 3629 Buena Vista Ave (86406)
   b. Fire Station 4: 3270 Palo Verde Blvd (86403)
   c. Fire Station 2: 2065 Kiowa Blvd (86403)
   d. Fire Station 5: 145 N. Lake Havasu Ave (86403)
   e. Fire Station 6: 5600 N Hwy 95 (86404)

2. **Purchase Orders.** Lake Havasu City shall issue a purchase order for the goods and services covered by this Contract. All such Purchase Orders will reference the Contract number.

3. **Packing and Shipping.** Contractor shall be responsible for industry standard packing which conforms to product and the requirements of carrier's tariffs, ICC regulations, and other applicable regulations. Containers must be clearly marked with the Purchase Order number, contact person, phone number, department, and FOB delivery addresses. Equipment and materials shall not be drop shipped to any of the City's Fire Stations. The Contractor shall be responsible for receiving all equipment and materials and delivery of such to the City's Fire Station in coordination with the installation schedule.

9. **Terms of Payment.** Bidder shall indicate terms of payment where indicated in the bid documents and any discounts proposed for early payment. For purposes of comparing discounts bids, the City shall only consider discounts that allow a minimum of twenty (20) days for payment. Discount period will start from the date of receipt of goods or current invoice, whichever is later, to the date the City's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payments shall comply with the requirements of A.R.S. § 35-342.

10. **Invoice.** The Contract shall be paid per terms and conditions set herein and upon receipt and acceptance of either the deliverables under Contract or an invoice that is documented and itemized, whichever occurs later. A separate invoice shall be issued for each shipment of deliverables.

    The City reserves the right to reject any and all invoices that do not meet the City's accounting standard levels of acceptability. The City will instruct the Contractor on an acceptable invoice format. The City reserves the right to update and make changes to the invoice format that will enhance the City's business practices.

    INVOICES FOR ALL DELIVERABLES SHALL BE SUBMITTED TO:

    **Lake Havasu City**
    **Accounts Payable**
    **AccountsPayable@lhcaz.gov**
    **or**
    **2330 McCulloch Boulevard N.**
    **Lake Havasu City, AZ 86403**

## SECTION F - INSURANCE REQUIREMENTS

**Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:****

Workers Compensation **insurance in compliance with A.R.S. Title 23, Chapter 6, together with Employer's Liability insurance with coverage limits of not less than $1,000,000 must be included, unless exempt. (**See Exhibit 7)

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 5in lieu of Certificate.

**Professional Liability** insurance with a combined single limit of not less than ☐ $1,000,000, ☐ $2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ☐ $1,000,000, ☐ $2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

☐ Required by City ☒ Not required by City

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than ☒ $1,000,000,

☐ $2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ☐ $1,000,000,

☒ $2,000,000. This insurance must include contractual liability coverage.

☒ Required by City ☐ Not required by City

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than ☒ $1,000,000,

☐ $2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.

☒ Required by City ☐ Not required by City, if use of the vehicle is not required as part of the service provided the City.

**Contractor's Pollution Liability** insurance on an occurrence basis, with a combined single limit of not less than ☐ $1,000,000 each occurrence with an annual aggregate limit. Coverage to include sudden and accidental pollution events, clean up costs, and liability for third-party bodily injury and property damage arising from pollution conditions caused by the Contractor's performance under Contract.

☐ Required by City ☒ Not required by City

**Contractor's Product Liability.** Insurance on an occurrence basis, with a combined single limit of not less than ☒ $1,000,000 each occurrence with an annual aggregate limit. Certificates of Insurance for product liability coverage are required from Contractors or product manufacturers of higher hazard equipment where potential for loss is greater than normal (i.e., chemicals, heavy road equipment, machinery, etc.). This procedure verifies that the manufacturing company has proper product liability insurance and economic backing in the event of a catastrophic loss relating to a failure, malfunction, defect or other condition relating to the manufacture of the specific product.

☒ Required by City ☐ Not required by City

Coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating. Contractor's coverage will be primary in the event of loss. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition will be included in all commercial general liability policies required by this Contract.

**Contractor shall furnish a Certificate of Insurance to the City with the signed Contract.** The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without **ten (10) working days** written notice from the Contractor's insurer to the City. The Certificate shall also state the deductible or retention level. If requested, complete copies of insurance policies shall be provided to the City.

If Contractor ships all goods, service or finished end product to be supplied under this Contract by common carrier and will not make deliveries to the City using its own employees, and/or transportation proof of insurance as set forth in Section F of the solicitation documents will not be required.

The amount and type of insurance coverage as required herein is not intended to, and shall not be interpreted to, limit the scope of the indemnity set forth in this section.

**Additional Insureds.** For commercial general liability and automobile liability insurance policies, the Insurance Certificate shall also provide that "**Lake Havasu City, its agents, directors, officers, officials, and employees are additional Insureds with respect to Contractor's services to be provided under this Contract**." If requested, complete copies of insurance policies shall be provided to the City.

****Note to Contract Originator**: For certain types of contracts additional insurance may be required. Contact Risk Management Manager.

## SECTION G – INTENT TO BID NOTIFICATION

**ITB NO.: B23-FD-500311**

**ITB TITLE: Diesel Exhaust Extraction Systems**

**CLOSING DATE & TIME: Wednesday, November 30, 2022 at 3:00 p.m. Arizona Time**

## LETTER OF INTENT TO BID (NON-MANDATORY)

This is notification that it is our present intent to submit a bid in response to the above referenced ITB.

The individual to whom all information regarding this ITB should be transmitted is:

Company Name: _____

Contact Name: _____

Street Address: _____

City, State, & Zip: _____

Phone Number: Fax Number: _____

E-Mail Address: _____

It is requested this Non-Mandatory Letter of Intent be submitted by the deadline for requests for clarification and protests which must be physically received by **November 14, 2022 deadline for questions** end of day, Arizona Time.

Clarification/Protest/Question/Letter of Intent to Bid
ITB No.: B23-FD-500311
Lake Havasu City
Administrative Services Procurement Department
Laura Herzog
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403
Email to: purchasing@lhcaz.gov

## SECTION H - NO BID NOTIFICATION

**ITB NO.: B23-FD-500311**

**ITB TITLE: Diesel Exhaust Extraction Systems**

**CLOSING DATE & TIME: November 30, 2022, at 3:00 p.m. Arizona Time**

Lake Havasu City is interested in receiving competitive pricing on all procurements. It is the desire to keep your firm as a vendor and a supplier of materials, equipment, services, etc. Therefore, it is important for us to determine why you are not submitting a bid on this procurement. Your input will be carefully analyzed to try and determine if future changes are needed in our specifications and procedures.

Please indicate which statement is true for your firm: (PLEASE CHECK ITEMS THAT APPLY)

_____ Time frame for bidding was too short.

_____ No bid at this time.

_____ Quantities offered are too small or too large to be supplied by our company. (Please circle one of the underlined.)

_____ Specifications are "restrictive" or written around a particular product. (Please elaborate by submitting information on a separate sheet.)

_____ Cannot bid against the manufacturer, distributor or jobber on this procurement.

_____ Other: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

RETURN TO: Laura Herzog
Administrative Services Division, Procurement Department
2330 McCulloch Blvd N
Lake Havasu City, AZ 86403
Phone: (928)854-0772 Fax: (928) 858-0551

NOTE: IF A REPLY IS NOT RECEIVED FROM TWO (2) CONSECUTIVE INVITATIONS TO BID MAILINGS, YOU WILL AUTOMATICALLY BE REMOVED FROM THE MAILING LIST.

# SECTION I - TECHNICAL SPECIFICATIONS

**ITB NO.: B23-FD-500311**

**ITB TITLE: Diesel Exhaust Extraction Systems**

1. **Awarded Bidder shall perform the following work:** Lake Havasu City is seeking a qualified fire and EMS station diesel exhaust extraction system supplier and installation provider to provide complete design, equipment, and installation of a diesel exhaust extraction system at each of its six (6) fire stations located at the following addresses:
   Fire Station 1: 96 S. Acoma Blvd, LHC, AZ, 86403
   Fire Station 2: 2065 Kiowa Blvd, LHC, AZ, 86403
   Fire Station 3: 3629 Buena Vista Ave, LHC, AZ, 86406
   Fire Station 4: 3270 Palo Verde Blvd, LHC, AZ 86403
   Fire Station 5: 145 N. Lake Havasu Ave. LHC, AZ, 86403
   Fire Station 6: 5600 N Hwy 95 LHC, AZ, 86404

**Project Description:**

The Diesel Exhaust Extraction Systems project is located at each of the Lake Havasu City Fire Department Fire Stations ("City"). The project will consist of a total source capture vehicle exhaust system solution for each of the City's Fire Department facilities, with a proposal for the entire scope of work including all hardware components of the system, installation by a licensed installer, electrical work, permits, permit fees, engineering drawings, and any associated shipping costs and taxes. It is anticipated that the Awarded Bidder will oversee the installation of each system and coordinate all aspects from the proposal's inception. It is expected all work will be completed no later than June 30, 2023, the end of the City's fiscal year.

The City reserves the right to award the bid with the electrical portion of the installation deducted and contracted separately by the City. This item as requested is a deduct on Schedule J – Bid Price Schedule. The Awarded Bidder shall coordinate the system installation schedule with the City's contracted licensed electrician.

All bids must meet the Specifications, Federal Emergency Management Agency ("FEMA") Assistance to Firefighters Grants ("AFG") requirements as listed in this ITB and the AFG Agreement (attached as Appendix - 7). All decisions of offer, award, bidder qualification and technical compliance are at the sole discretion of the City.

.

## 1.0 Specifications

Bidder shall provide all labor, materials, and equipment necessary to install a complete turnkey system that will ventilate diesel and gasoline exhaust from the tailpipe of the vehicle to the outside of the fire station. All necessary controls, motors, fittings, ductwork, blowers, labor and all other equipment and materials specified shall be part of the work. Tailpipe equipment shall be listed in the bid pricing and description of the modifications needed for each vehicle.

All items of equipment and materials described in the specifications are to be furnished installed and placed into proper operating condition in accordance with best practices and the manufacturer's written or published instructions.

The exhaust system shall be designed to vent one hundred percent (100%) of exhaust gasses and particulate safely to the outside of the fire station. The exhaust system shall be designed and installed by factory-authorized personnel, who are certified by the manufacturer of the exhaust system. System is to be installed as a turnkey project with all labor, tailpipe modifications and duct

material included in the scope of work. Electrical connections and disconnect switches shall be part of the Awarded Bidder's project scope.

1.1 The City has added a line item deduct and reserves the right to award the bid with this electrical portion of the installation deducted and contracted separately by the City. This item as requested is a deduct on Schedule J – Bid Price Schedule. The Awarded Bidder shall coordinate the system installation schedule with the City's contracted licensed electrician.

1.2 The system shall not affect personnel boarding the apparatus. The hose assembly shall not come into contact with the vehicle other than one connection point to the vehicle's tailpipe. The hose assembly shall not touch or drag on the bay floor.

1.3 The exhaust system shall not block doorways, exits, and aisles in the apparatus bay, which could endanger the welfare of fire personnel or visitors.

1.4 The department shall be able to use the exhaust system for performing engine and pumper checks indoors.

1.5 The system must be designed for high-temperature vehicle exhaust fire rescue applications. The system shall automatically activate, disconnect, shutdown, and reactivate upon return.

1.6 The system shall under no circumstances allow exhaust leakage or bypass the nozzle.

1.7 No tailpipe adapter shall extend past the side of the apparatus in compliance with NFPA 1901.

1.8 Related documents to the specifications – drawings and general provisions of the contract apply to this section.

1.9 Exceptions and variances from any of the specifications outlined in this bid specification must be acknowledged, listed, and detailed on the ITB bid form, Section L – Exceptions to Specifications.

**2.0 <u>Quality Standard Assurance and Experience:</u>**

2.1 All standards of quality are met and adhered to in accordance with UL, NFPA, AMCA, IMC, ASME, UMC, NEC, and all local and state building codes. Product is to be supplied by manufacturer with current ISO-9001 certified in manufacturing, design, layout, and sales functions.

2.2 <u>Manufacturing Experience</u>: Companies must have 10 or more years of manufacturing experience of automatic vehicle exhaust removal systems for the fire/rescue service market. Bidder shall provide supporting documentation as part of their bid response that validates this requirement.

2.3 <u>References</u>: Bidders must provide a minimum of 5 fire departments where their product was installed within the last five years. On ITB bid form, Section M, page 39, this list must be included to verify experience in the fire/ rescue market. References are only to be provided for specific equipment and model number being proposed for this project.

2.4 Bidders submittals must indicate rated capacities and product features which must include the following:
   a. Fan power rating with blower curves provided
   b. Motor ratings and electrical characteristics
   c. Hose ratings and testing verifications
   d. Controller
   e. Rail and track information as specified

2.5 Shop Drawings: Awarded Bidder must submit drawings that show detailed layout of system including elevations, length of track assembly, duct layout with detail and fan location.

**3.0 System Description:**

3.1 The exhaust shall be a source capture system designed to handle exhaust fumes from diesel engines. The system shall be flexible and allow movement of apparatus from bay to bay.

**4.0 Air Volume and Fan Requirements:**

4.1. The exhaust fan shall provide an appropriate cfm to avoid pressure loss in the duct system but also limit noise disturbance.

4.2. Fans shall be tested and balanced prior to installation, be manufactured in an ISO Certified Facility in accordance to AMCA Certification Standards.

4.3. A safety disconnect in the vicinity of the blower fan motor must be provided.

4.4. Fan motor shall be a totally enclosed, fan cooled and comply with UL 705 and NEMA Standards.

**5.0 Installation and Duct Connections:**

5.1. Complete exhaust system with all equipment and installation including the exhaust fan, control box, ductwork, track, hose and nozzle connection must be completed.

5.2. Electrical work that is needed shall be included in this scope of work. Reference above paragraph 1.1 regarding the bid schedule line item deduct for this exclusion from the scope of work.

5.3. Tailpipe modifications from the muffler out that are required to ensure proper system operation are to be included in the scope of the work by the Awarded Bidder.

5.4. All penetration through walls and ceilings and roof shall be properly sealed, if a fire rated wall is penetrated the fire rated wall shall be sealed with the proper rated sealant.

5.5. All duct material installed as part of this project shall conform to Class II SMACNA Standards. An appropriate rain cap shall be provided on the building exterior.

5.6. All system components shall be labeled with manufacturer identification.

5.7. Installation of the system shall be accomplished by a factory authorized installer that has experience installing emergency response exhaust systems.

**6.0 Nozzle Details and Attachment:**

6.1. The system must provide complete exhaust removal at the source from vehicle start-up to exit of the apparatus from the station. Nozzles should sufficiently seal to vent to the outside even in the event that fan does not properly activate.

6.2. The system shall be designed so that attachment to exhaust hose is accomplished by the operator standing erect and with one simple motion to connect the system to the vehicle. A rigid lower hose section with handle shall be provided to allow for easy hose connection.

6.3. Tailpipe Adapter plate shall be an appropriate diameter to provide sufficient ground clearance.

6.4. The tailpipe adapter and nozzle shall be uniform in size to allow vehicles to move freely from bay to bay.

6.5. Pneumatic and magnetic nozzle designs will be considered.

**7.0 Sliding/Expandable Hose Track:**

7.1. The exhaust system shall use a track support system to convey the exhaust hose from the vehicle's parked position all the way to the door threshold.

7.2. Rail and track system must be supported using adjustable, telescopic support legs allowing for future adjustment and changes to the system.

**8.0 Suction Rail:**

8.1. To best facilitate possible situations where vehicles are parked in tandem and exited in the same direction a suction rail system must be used to provide a neat, clean installation. Complete with shock absorber assembly and rubber bumpers.

**9.0 The System Balancer:**

9.1. The System balancer shall retract and keep the hose and nozzle from dangling on the floor.

9.2. Hose shall be supported by the balancer using a lifting elbow.

**10.0 Extraction System Exhaust Hose:**

10.1. The flexible exhaust hose is manufactured for the sole purpose of venting high-temperature exhaust gases which are produced by internal combustion engines.

**11.0 Auto-Start Control System:**

11.1. Shall be designed to sense the output pressure which is normally generated by any internal combustion engine designed to operate any gas or diesel engine. The operating logic must be designed to complete this cycle. At any point in time, when the engineered nozzle is connected to the vehicle's exhaust tailpipe, and at which time the vehicle is manually or automatically energized by the operator, this automatic controller, sensing the engine's output pressure, energizes the exhaust fan electrical contractors, which are connected electrically to a low voltage timer that will keep the exhaust fan operating for a period of time designated by fire department procedures.

11.2. Electrical controller shall be UL listed /approved and manufactured in accordance with Underwriters Laboratories standard UL-508 enclosed industrial control panels and incorporate a limited energy control circuit. The enclosure must be NEMA4 rated fiberglass construction.

**12.0 Installation Schedule**:

12.1 Bidder shall provide as part of their bid response package a proposed delivery and detailed installation schedule for each of the six fire stations anticipating the City will release a purchase order to the Awarded Bidder no later than December 31, 2022. Delivery and installation must be completed no later than June 30, 2023.

**13.0 System Warranty:**

12.1 Complete exhaust system parts warranty shall be for a minimum of 5 years. A warranty certificate describing the warranty to be provided must be included. Location and name of the nearest service outlet should be listed. Location of parts inventory shall be indicated as well.

**14.0 System Maintenance Services:**

14.1 Bidder shall provide an example of a maintenance services or extended warranty program and current rate schedule for future consideration.

In addition to Section B – Instructions to Bidders, paragraph 23 titled Contract Award within this ITB, the City may use, but not be limited to, the following expanded factors:

- The bidder's ability, capacity, and skills to perform within the specified time limits.
- Bidder's experience, reputation, efficiency, judgment, and integrity.
- Experience and background of the personnel to be assigned to the project.
- Performance of the supplier on previous similar installations.
- The proposed amount of time to complete the project.
- Bidder's ability to provide future maintenance and/or service.

## SECTION J - BIDDER SIGNATURE PAGE

**ITB NO.: B23-FD-500311**

**ITB TITLE: Diesel Exhaust Extraction Systems**

By signature below, the Bidder certifies that the specifications, general provisions and the attached Contract Terms and Conditions have been carefully examined. If the bid is accepted, Bidder agrees to contract with Lake Havasu City to furnish the item(s) and/or services in the manner and time herein prescribed and according to all the requirements set forth.

The Bidder hereby certifies that Bidder:

1) Has not discriminated against disadvantaged, minority, or women small business enterprises in obtaining any required subcontracts in accordance with A.R.S.

2) Acknowledge receipt of Addendum(s). The modifications to the bid documents noted therein have been considered and all costs thereto are included in the bid sum.

   Addendum # _____ Dated _____
   Addendum # _____ Dated _____
   Addendum # _____ Dated _____
   Addendum # _____ Dated _____

3) Complete, sign and return the attached bid documentation:

   Cover Title/Page
   Section J - Bidder Signature Page
   Section K - Bid Price Schedule
   Section L - Exceptions to the Specifications
   Section M - References

4) The term "CONTRACT DOCUMENTS" includes, but may not be limited to, the documents incorporated into this ITB No.: B23-FD-500311, ITB TITLE: Diesel Exhaust Extraction Systems, issued on October 20, 2022, as follows:

   A. Invitation To Bid
   B. Instructions To Bidders
   C. Services Contract Terms and Conditions
   D. Employment Eligibility Verification Form
   E. Additional Terms and Conditions
   F. Insurance Requirements
   G. No Bid Notification
   H. Intent to Bid Notification (Non-Mandatory)
   I. Technical Specifications
   J. Bidder Signature Page
   K. Bid Price Schedule
   L. Exceptions to Specifications
   M. References

5) The Bidder may withdraw a bid at any time prior to the bid opening by providing written request to the Procurement Official or designee. However, all bids shall be irrevocable for ninety (90) calendar days from the day of the bid opening.

6) Discount payment terms are _____% _____days/net _____ days.

The Bidder agrees that pursuant to Section 34-253 of the Arizona Revised Statutes, the undersigned certifies that neither he/she nor anyone associated with vendor's company listed below has directly, or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this procurement. Further, vendor agrees to provide a notarized "NO COLLUSION AFFIDAVIT" if so required by the City, at a future date.

**NAME/TITLE** _____

**SIGNATURE** _____

**ARIZONA TAX ID:** _____

**FEDERAL TAX ID:** _____

**NAME OF FIRM:** _____

**ADDRESS:** _____

**PHONE:** _____ **FAX**: _____

**EMAIL:** _____

**SEAL, IF BID BY CORPORATION:**

**FAILURE TO SIGN AND SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION**

## SECTION K - BID PRICE SCHEDULE

**ITB NO.: B23-FD-500311**

**ITB TITLE: Diesel Exhaust Extraction Systems**

**BIDDER AGREES TO PROVIDE ALL REQUIRED EQUIPMENT, MATERIAL, FREIGHT AND INSTALLATION LABOR AS SPECIFIED IN BID DOCUMENTS HEREIN FOR THE FOLLOWING PRICES AS LISTED:**

| QUANTITY | DESCRIPTION | TURN-KEY PRICE |
|---|---|---|
| 1 | Lump Sum Price for a turn-key diesel exhaust extraction system at each of the City's six (6) fire stations per the technical specifications herein. | $ |
| | **SUB-TOTAL WITHOUT TAX:** | $ |
| | **____% APPLICABLE TAX RATE**<br>(Lake Havasu City is not exempt from the applicable Arizona Sales Tax.. The applicable tax shall not be a factor in determining the award. If bidding outside of Arizona, vendor to apply the Lake Havasu City Tax Rate of **7.6 percent**. All other in-state applicable tax applies. Insert the applicable tax rate and dollar value.) | $ |
| | **TOTAL WITH TAX:** | $ |
| 1 | **DEDUCT:** Electrical portion of the installation to be contracted separately by the City. Reference Section I – Technical Specifications, Project Description, second paragraph (page 29); Technical Specifications paragraph 1.1 (page 30); Installation and Duct Connections paragraph 5.5 (page 31). | -$ |

| | | | |
|---|---|---|---|
| 1 | **ADDER: Performance and Payment Bond**<br>City reserves the right the require or not require a bid and performance bond. Bidder shall not include the cost of a Performance and Payment Bond in the above lump sum price, but shall include it as a separate cost line item. | Percentage of Sub-Total Lump Sum Price without tax:<br>% | Dollar Amount of Sub-Total Lump Sum Price without tax:<br>+$ |

**VENDOR'S NAME:** _____

**FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION**

## SECTION L - EXCEPTIONS TO SPECIFICATIONS

**ITB NO.: B23-FD-500311**

**ITB TITLE: Diesel Exhaust Extraction Systems**

Please list all deviations from specifications contained herein and state in the space provided below. Please note item number and description for which you are listing the deviations. Unless an exception is noted below, the City shall assume that all minimum requirements have been met or exceeded.

| ITEM NO. | DESCRIPTION |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**VENDOR'S NAME:** _____

**FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION**

## SECTION M - REFERENCES

**ITB NO.: B23-FD-500311**

**ITB TITLE: Diesel Exhaust Extraction Systems**

1. Agency/Company _____
   Address _____
   Phone/Fax: _____
   Contact Person _____

2. Agency/Company _____
   Address _____
   Phone/Fax: _____
   Contact Person _____

3. Agency/Company _____
   Address _____
   Phone/Fax: _____
   Contact Person _____

4. Agency/Company _____
   Address _____
   Phone/Fax: _____
   Contact Person _____

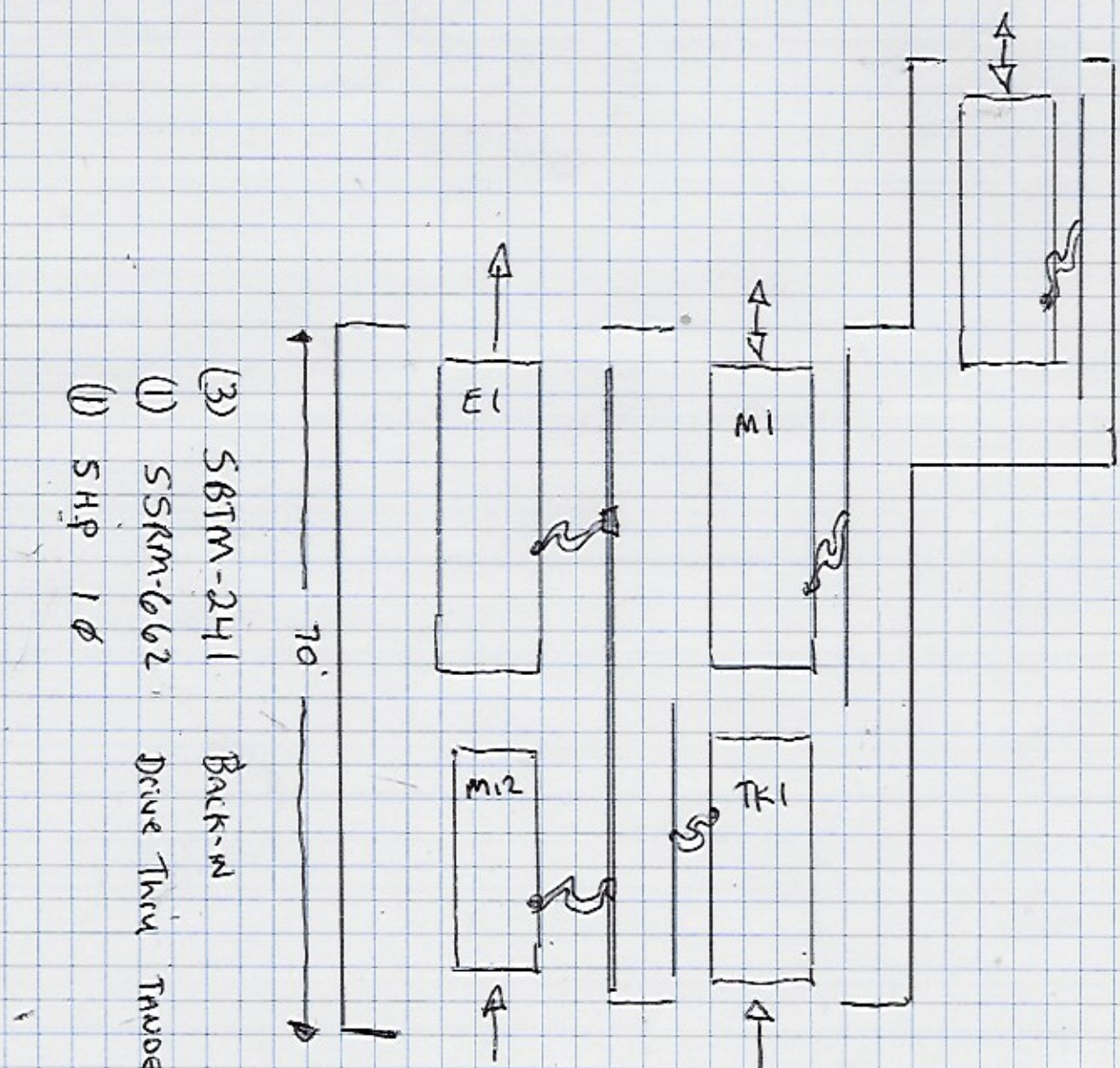
5. Agency/Company _____
   Address _____
   Phone/Fax: _____
   Contact Person _____

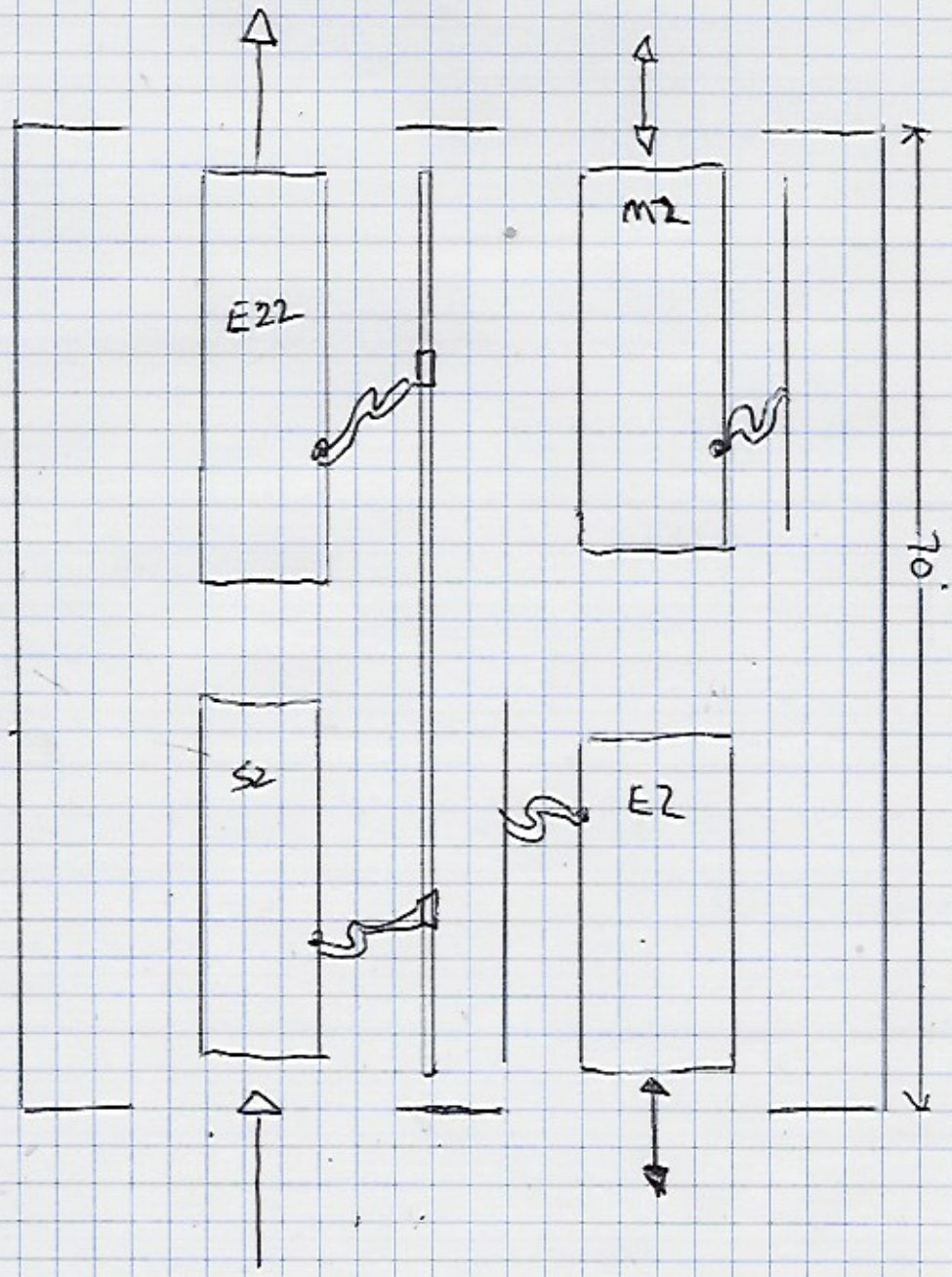
The references indicated above will be current contacts responsible for purchasing or the end user of the item bid.

**VENDOR'S NAME:** _____

**FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION**

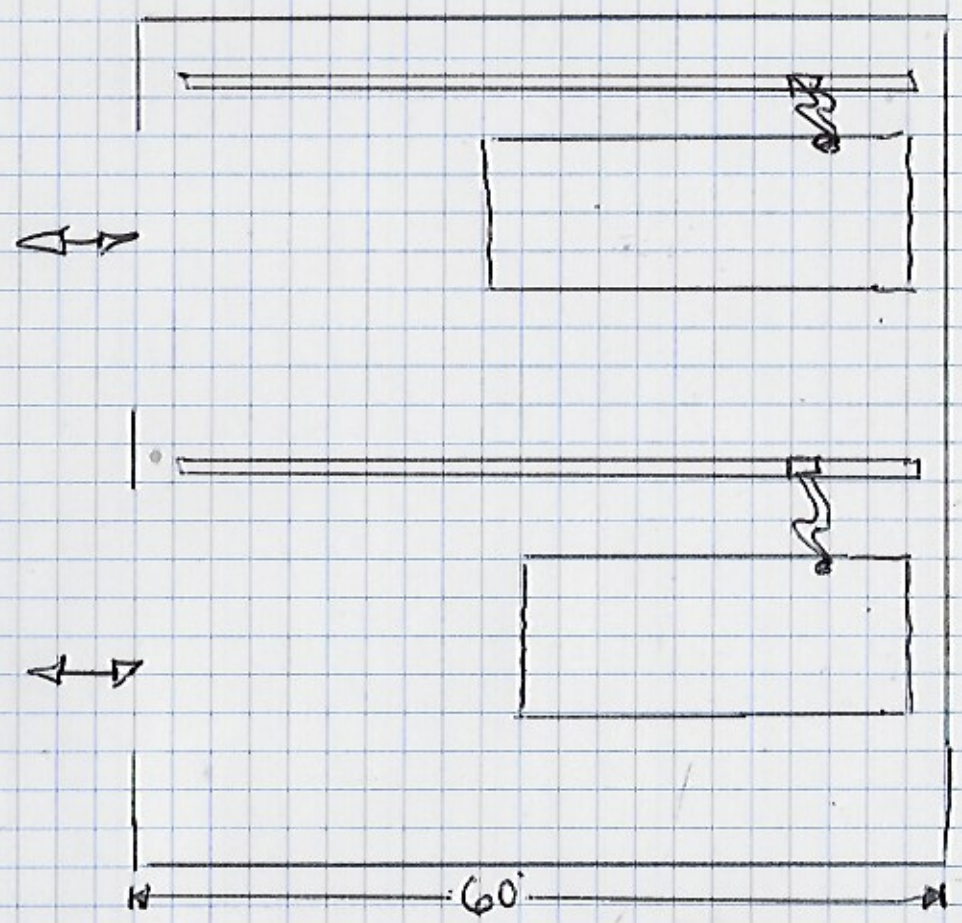
**APPENDIX 1_FIRE STATION 1 - 96 SOUTH ACOMA BLVD**






(2) SBTM-241 BACK-IN
(1) SSRM-662 DRIVE THRU TANDEM
(1) 5 HP FAN 1Ø

# LAC FD STATION 3

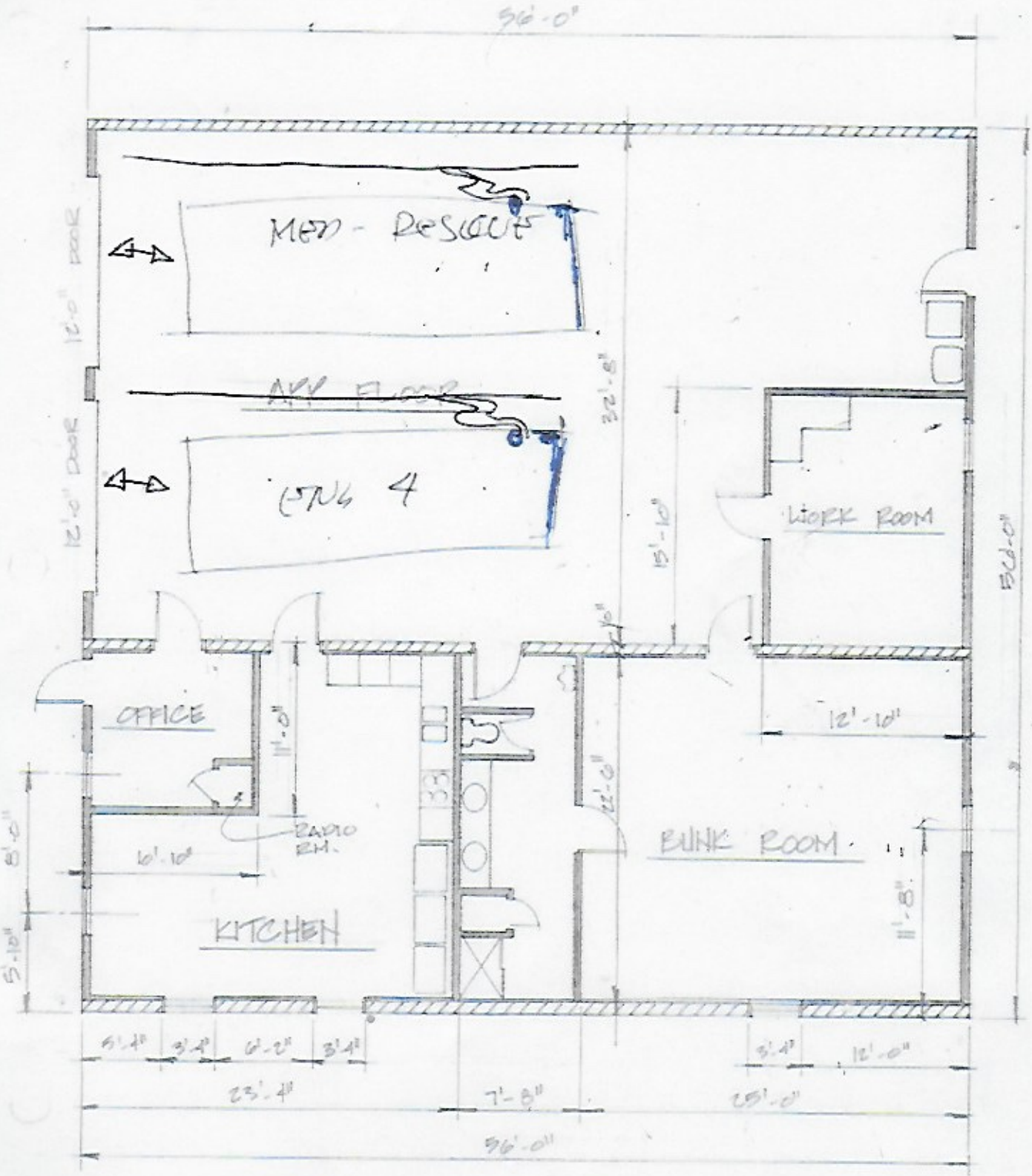



(2) SSRM-561

(1) 2 HP 1Ø FAN

NOTE: Vehicles Park Toward Back of Bay

STA 4 3270 PALO VERDE

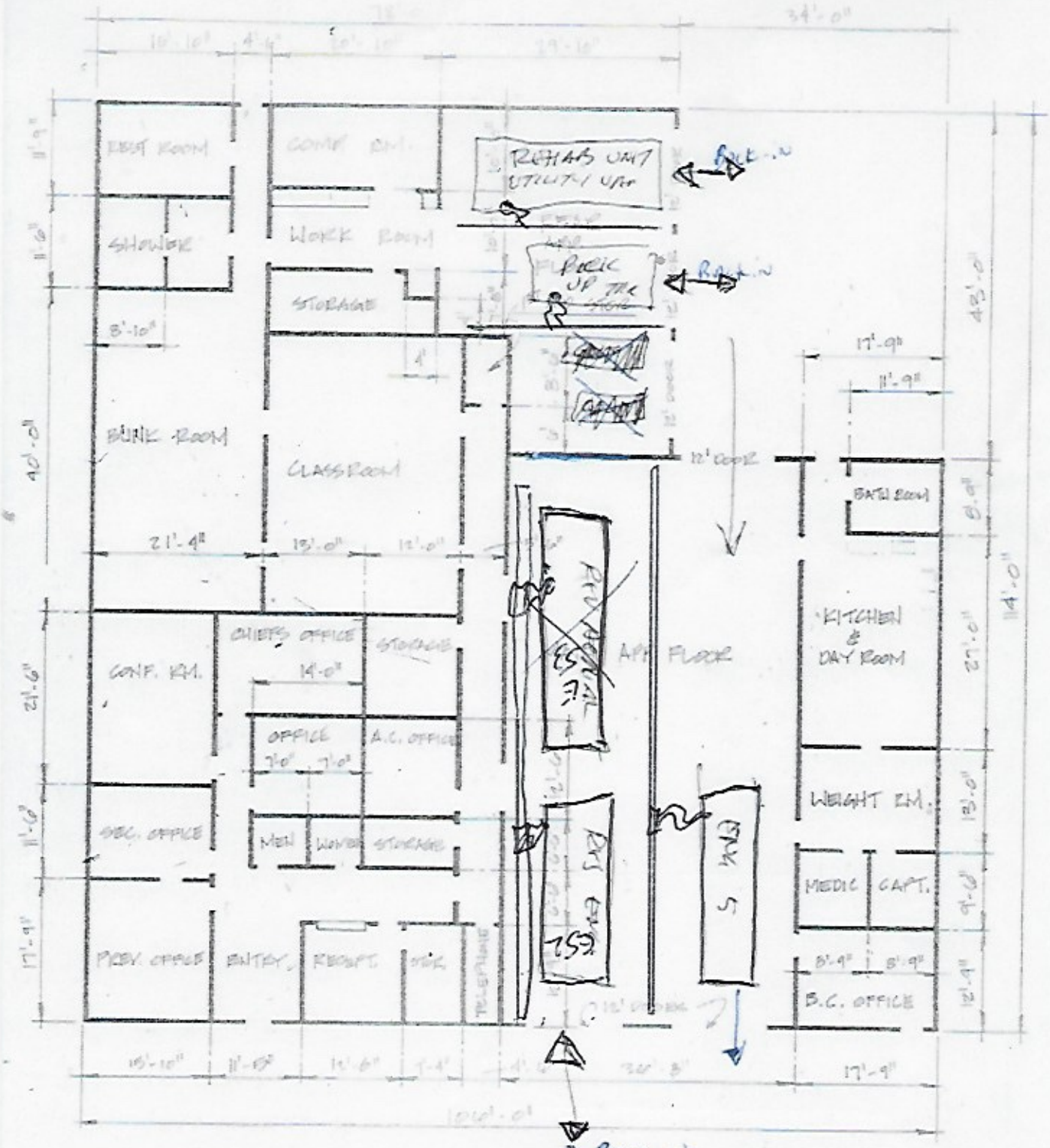



STA. # 4

FLOOR PLAN 1/8" = 1'-0"

(2) SBTM-241 BACK-IN
(1) 2HP FAN

Station 5 145 N. LAKE HAVASU AVE




FLOOR PLAN 1/16" = 1'-0"

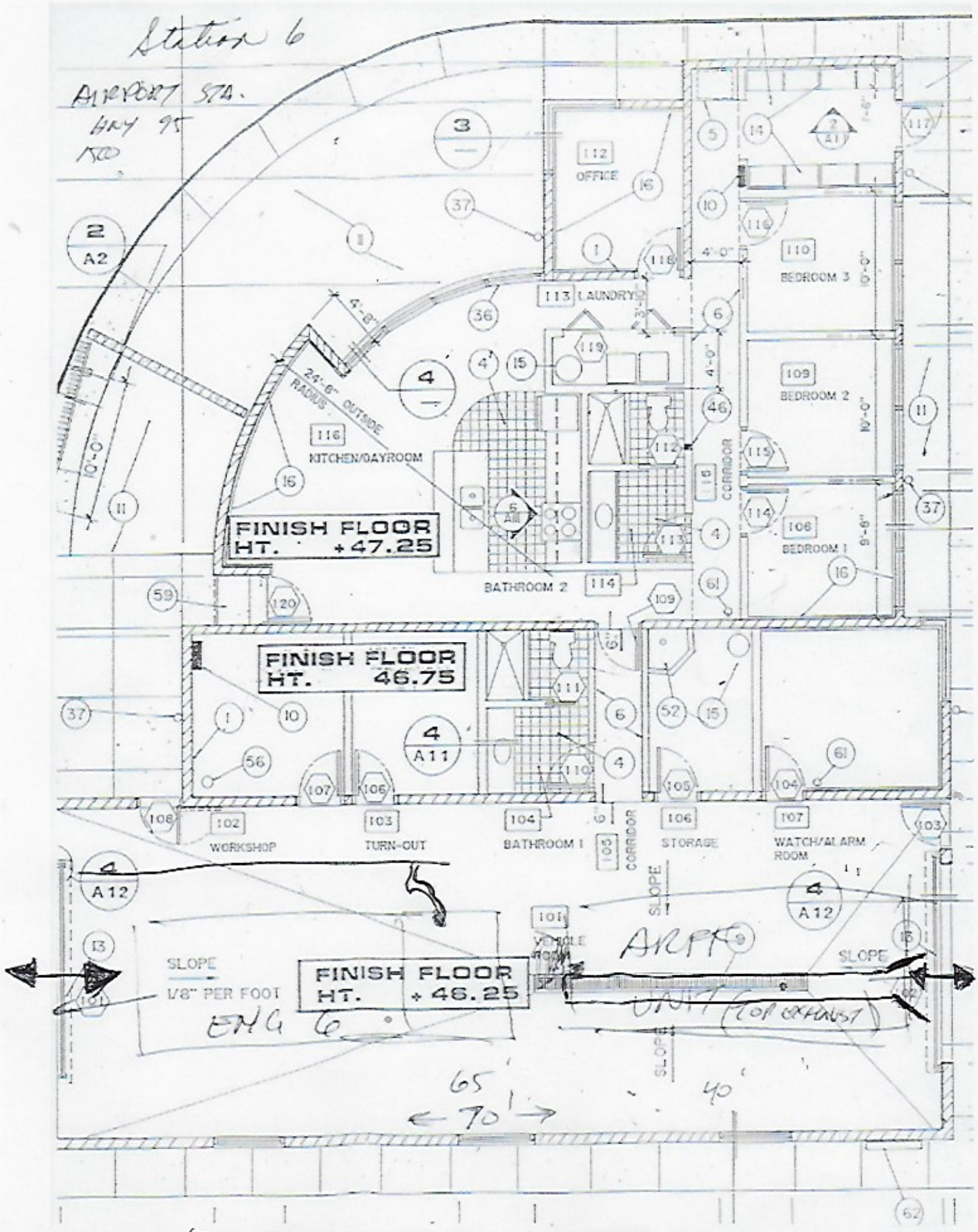
DIMENSIONS SHOWN ARE TO NEAREST 6"

(2) S BTM-241 BACK-IN

(1) SSRM-661 Drive Thru

(1) 5HP FAN

(1) SSRM-662 BACK-IN TANDEM




(1) SBTM-241 BACK-IN
(1) VSR-401 BACK-IN
(1) 2HP FAN

# APPENDIX 7
# REDACTED
# TO REMOVE GRANT AWARD AMOUNT

## Federal Emergency Management Agency (“FEMA”)
## Assistance to Firefighters Grants (“AFG”)
## Agreement

All bids must meet the Federal Emergency Management Agency (“FEMA”) Assistance to Firefighters Grants (“AFG”) requirements as listed in this ITB and the AFG Agreement (attached herein as Appendix - 7).

# Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/23/2022

Scott Hartman
LAKE HAVASU CITY
2330 MCCULLOCH BLVD N
LAKE HAVASU CITY, AZ 86403

EMW-2021-FG-03146

Dear Scott Hartman,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of [redacted] in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or [redacted] for a total approved budget of [redacted]. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

# Summary Award Memo

**Program:** Fiscal Year 2021 Assistance to Firefighters Grant
**Recipient:** LAKE HAVASU CITY
**UEI-EFT:** E3YECMCP1BP6
**DUNS number:** 037613692
**Award number:** EMW-2021-FG-03146

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

| [redacted] | [redacted] |
| --- | --- |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

**Approved request details:**

## Modify facilities

## Source Capture Exhaust System(s)

DESCRIPTION

Fully automatic diesel exhaust extraction system for removal of apparatus exhaust emissions from start up to door threshold.

| QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|
| 1 | $60,830.00 | $60,830.00 |

BUDGET CLASS

Equipment

## Source Capture Exhaust System(s)

DESCRIPTION

Fully automatic diesel exhaust extraction system for removal of apparatus exhaust emissions from start up to door threshold.

| QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|
| 1 | $44,000.00 | $44,000.00 |

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

**Unit price** from **$50,710.00** to **$44,000.00**

JUSTIFICATION

This reduction is because the cost you requested for SCES exceeds the average price range calculated from market research and prior awards for the same item.

## Source Capture Exhaust System(s)

DESCRIPTION

Fully automatic diesel exhaust extraction system for removal of apparatus exhaust emissions from start up to door threshold.

| QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|
| 1 | $71,940.00 | $71,940.00 |

BUDGET CLASS

Equipment

## Source Capture Exhaust System(s)

DESCRIPTION

Fully automatic diesel exhaust extraction system for removal of apparatus exhaust emissions from start up to door threshold.

| QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|
| 1 | $55,990.00 | $55,990.00 |

BUDGET CLASS

Equipment

## Source Capture Exhaust System(s)

DESCRIPTION

Fully automatic diesel exhaust extraction system for removal of apparatus exhaust emissions from start up to door threshold.

| QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|
| 1 | $44,550.00 | $44,550.00 |

BUDGET CLASS

Equipment

## Source Capture Exhaust System(s)

DESCRIPTION

Fully automatic diesel exhaust extraction system for removal of apparatus exhaust emissions from start up to door threshold.

| QUANTITY | UNIT PRICE | TOTAL |
| --- | --- | --- |
| 1 | $36,410.00 | $36,410.00 |

BUDGET CLASS

Equipment

# Agreement Articles

**Program:** Fiscal Year 2021 Assistance to Firefighters Grant
**Recipient:** LAKE HAVASU CITY
**UEI-EFT:** E3YECMCP1BP6
**DUNS number:** 037613692
**Award number:** EMW-2021-FG-03146

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| | |
|---|---|
| **Article 1** | **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**<br>I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R.Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance. |
| **Article 2** | **General Acknowledgements and Assurances**<br>All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline. |

| | |
|---|---|
| **Article 3** | **Acknowledgement of Federal Funding from DHS**<br>Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds. |
| **Article 4** | **Activities Conducted Abroad**<br>Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained. |
| **Article 5** | **Age Discrimination Act of 1975**<br>Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. |
| **Article 6** | **Americans with Disabilities Act of 1990**<br>Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. |
| **Article 7** | **Best Practices for Collection and Use of Personally Identifiable Information**<br>Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively. |
| **Article 8** | **Civil Rights Act of 1964 – Title VI**<br>Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7. |

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| **Article 9** | **Civil Rights Act of 1968**<br>Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.) |
| **Article 10** | **Copyright**<br>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards. |
| **Article 11** | **Debarment and Suspension**<br>Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. |
| **Article 12** | **Drug-Free Workplace Regulations**<br>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106). |
| **Article 13** | **Duplication of Benefits**<br>Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions. |

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| **Article 14** | **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**<br>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19. |
| **Article 15** | **Energy Policy and Conservation Act**<br>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act. |
| **Article 16** | **False Claims Act and Program Fraud Civil Remedies**<br>Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.) |
| **Article 17** | **Federal Debt Status**<br>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.) |
| **Article 18** | **Federal Leadership on Reducing Text Messaging while Driving**<br>Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government. |
| **Article 19** | **Fly America Act of 1974**<br>Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. |

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| **Article 20** | **Hotel and Motel Fire Safety Act of 1990**<br>Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a |
| **Article 21** | **John S. McCain National Defense Authorization Act of Fiscal Year 2019**<br>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons |
| **Article 22** | **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**<br>Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov. |
| **Article 23** | **Lobbying Prohibitions**<br>Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. |
| **Article 24** | **National Environmental Policy Act**<br>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans |

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| **Article 25** | **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**<br>It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs. |
| **Article 26** | **Non-Supplanting Requirement**<br>Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. |
| **Article 27** | **Notice of Funding Opportunity Requirements**<br>All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO. |
| **Article 28** | **Patents and Intellectual Property Rights**<br>Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14. |
| **Article 29** | **Procurement of Recovered Materials**<br>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. |
| **Article 30** | **Rehabilitation Act of 1973**<br>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. |

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| **Article 31** | **Reporting of Matters Related to Recipient Integrity and Performance**<br>General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions. |
| **Article 32** | **Reporting Subawards and Executive Compensation**<br>Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions. |
| **Article 33** | **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**<br>Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or |

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| | permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure \| FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act \| FEMA.gov. |
| **Article 34** | **SAFECOM**<br>Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. |
| **Article 35** | **Terrorist Financing**<br>Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws. |
| **Article 36** | **Trafficking Victims Protection Act of 2000 (TVPA)**<br>Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference. |

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| **Article 37** | **Universal Identifier and System of Award Management**<br>Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference. |
| **Article 38** | **USA PATRIOT Act of 2001**<br>Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. |
| **Article 39** | **Use of DHS Seal, Logo and Flags**<br>Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials. |
| **Article 40** | **Whistleblower Protection Act**<br>Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310. |
| **Article 41** | **Environmental Planning and Historic Preservation (EHP) Review**<br>DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal,state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. |

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| **Article 42** | **Applicability of DHS Standard Terms and Conditions to Tribes**<br>The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist. |
| **Article 43** | **Acceptance of Post Award Changes**<br>In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions. |
| **Article 44** | **Disposition of Equipment Acquired Under the Federal Award**<br>For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures. |

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| **Article 45** | **Prior Approval for Modification of Approved Budget**<br>Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Threfore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval. |
| **Article 46** | **Indirect Cost Rate**<br>2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file. |
| **Article 47** | **Award Performance Goals**<br>FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO. |

**Article 48** **EHP Compliance Review Required**

Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY21 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY21 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY21 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

# Obligating document

| 1.Agreement No. | 2. Amendment No. | 3. Recipient No. | 4. Type of Action | 5. Control No. |
|---|---|---|---|---|
| EMW-2021-FG-03146 | N/A | 860365905 | AWARD | WX00671N2022T |

| 6. Recipient Name and Address | 7. Issuing FEMA Office and Address | 8. Payment Office and Address |
|---|---|---|
| LAKE HAVASU CITY<br>2330 MCCULLOCH BLVD N<br>LAKE HAVASU CITY, AZ 86403 | Grant Programs Directorate<br>500 C Street, S.W.<br>Washington DC, 20528-7000<br>1-866-927-5646 | FEMA, Financial Services Branch<br>500 C Street, S.W., Room 723<br>Washington DC, 20742 |

| 9. Name of Recipient Project Officer | 9a. Phone No. | 10. Name of FEMA Project Coordinator | 10a. Phone No. |
|---|---|---|---|
| Scott Hartman | 928-8540761 | Assistance to Firefighters Grant Program | 1-866-274-0960 |

| 11. Effective Date of This Action | 12. Method of Payment | 13. Assistance Arrangement | 14. Performance Period |
|---|---|---|---|
| 08/23/2022 | OTHER - FEMA GO | COST SHARING | 08/30/2022 to 08/29/2024<br>**Budget Period**<br>08/30/2022 to 08/29/2024 |

**15. Description of Action a. (Indicate funding data for awards or financial changes)**

| Program Name Abbreviation | Assistance Listings No. | Accounting Data(ACCS Code) | Prior Total Award | Amount Awarded This Action + or (-) | Current Total Award | Cumulative Non-Federal Commitment |
|---|---|---|---|---|---|---|
| AFG | 97.044 | 2022-F1-GB01 - P410-xxxx-4101-D | $0.00 | [redacted] | [redacted] | |
| | | Totals | $0.00 | [redacted] | [redacted] | |

**b. To describe changes other than funding data or financial changes, attach schedule and check here:**
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

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| **17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)**<br>**Scott Hartman** | **DATE**<br>**08/31/2022** |
| **18. FEMA SIGNATORY OFFICIAL (Name and Title)**<br>**PAMELA WILLIAMS, Assistant Administrator, Grant Programs** | **DATE**<br>**08/23/2022** |