



ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

INVITATION TO BID

ITB NO.: B22-PW-500177

CITYWIDE PEST AND WEED CONTROL SERVICES

ADDENDUM TWO

AUGUST 25, 2021

Attention is called to the following changes, additions, clarifications and/or deletions to the original solicitation and they shall be taken into account in preparing submissions:

CHANGE IN THE OPENING DATE: *NEW BID OPENING DATE IS SEPTEMBER 1, 2021.* There is no change in the opening time. **Submissions are due no later than 3:00 p.m., Arizona Time**, at the City Clerk's Office, 2330 McCulloch Blvd. N., Lake Havasu City, AZ 86403.

1. Attached find the revised Invitation to Bid package with all corrections and additions identified in **red font**.
2. The Word version of the ITB has been uploaded to the website and is available for download: <https://www.lhcaz.gov/budget-and-finance/bids-rfps>
3. Bids received prior to issuance of Addendum One and Two will be returned to Bidder unopened and will need to be resubmitted with receipt of Addendum One and Two noted.

DATE: Wednesday, August 25, 2021

BY: *Laura Herzog*
Laura Herzog, Procurement Specialist



**ADDENDUM TWO
INVITATION TO BID**

LAKE HAVASU CITY, ARIZONA

ITB NO.: B22-PW-500177

FOR

Citywide Pest and Weed Control Services

Laura Herzog, Procurement Specialist

E-Mail: Purchasing@lhcaz.gov

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

BID CLOSING DATE: **September 1, 2021**

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

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

Pre-Bid Conference: None

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: [Bids and RFPs](#). All ITB documents shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected.

ADDENDUM TWO - ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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SECTION A - INVITATION TO BID

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

ITB DESCRIPTION: Lake Havasu City's Public Works Department is seeking bids from qualified bidders, that best fits the City's needs to provide interior and exterior exterminating/pest control services for the City's various Departments, and to provide pre-emergent and post-emergent herbicide applications for weed control services for the City's various locations in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). Contractor must quote firm all-inclusive pricing and shall be based upon a per-application and location as listed on the bid price schedule. The work shall be divided up into three (3) separate categories of work: Category A - Pest Control, Category B - Weed Control, and Category C – Miscellaneous Services, which includes any travel associated with coming to Lake Havasu City.

Notice is hereby given that sealed bids for Invitation To Bid Number (ITB): **B22-PW-500177** for ITB Title: **Citywide Pest and Weed Control Services** 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 September 1, 2021**. 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: None

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: July 26, 2021 and August 2, 2021 (Today's News Herald)
July 29, 2021 and August 5, 2021 (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 vendor 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.: B22-PW-500177
Attn: Laura Herzog, Procurement Specialist
Email to: Purchasing@lhcaz.gov
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 no later than August 16, 2021, 5:00pm. Requests must be submitted in a package marked as follows:

Clarification/Protest/Question
ITB No.: B22-PW-500177
Lake Havasu City
Procurement
Attn: Laura Herzog, Procurement Specialist
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403
Email to: Purchasing@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.: B22-PW-500177
Lake Havasu City
Administrative Services Department
Procurement Division
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. B22-PW-500177

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 **October 1, 2021** 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 **September 30, 2022, unless this Contract is renewed in accordance with Exhibit 1.**

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
- EXHIBIT 8 - ARIZONA STATUTORY PERFORMANCE BOND

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.

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.

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.

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.

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.

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

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.

CONTRACTOR DATA AND SIGNATURE

Contractor Address:

Federal Tax ID# or Social Security #:

Business Designation (check one):

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporation-for profit	<input type="checkbox"/> Corporation-non-profit
<input type="checkbox"/> 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

**EXHIBIT 1
LAKE HAVASU CITY SERVICES CONTRACT
CONTRACT NO.: B22-PW-500177
STATEMENT OF WORK**

1. Contractor shall perform the following work: **TO BE COMPLETED.**
2. The maximum payment under this Contract, including expenses, is \$ **TO BE COMPLETED**
3. City shall pay Contractor on the following basis: **TO BE COMPLETED.**
4. Contractor will bill City for the work as follows:** **TO BE COMPLETED.**
5. City will pay expenses on the following terms and conditions:**TO BE COMPLETED.**
6. This Contract may be renewed at the expiration of its term by mutual agreement of both parties. The renewal may be for a maximum of four (4) additional twelve (12) month periods or less if agreeable to both parties.

Notice of intent to renew or extend will be given to the Contractor in writing by a purchasing representative sixty (60) days prior to expiration of the current Contract. (This notice shall not be deemed to commit the City to a Contract renewal.).

**City shall have the right to withhold from payments due Contractor such sums as are necessary in City's sole opinion to protect City from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

**EXHIBIT 2
LAKE HAVASU CITY SERVICES CONTRACT
CONTRACT NO.: B22-PW-500177**

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 5 in 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.

PRODUCER:	THIS CERTIFICATE 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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				EACH OCCURENCE \$ DAMGE TO RENTED PREMISES (Each occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below:				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 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 COMMUNITY INVESTMENT-PROCUREMENT 2330 MCCULLOCH BLVD. N. 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 <u>30</u> 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. AUTHORIZED REPRESENTATIVE
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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.

This form can be found at:

[Employment Eligibility Verification Form](#)

Draft Contract

**EXHIBIT 5
LAKE HAVASU CITY SERVICES CONTRACT
CONTRACT NO. B22-PW-500177**

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

EXHIBIT 6
LAKE HAVASU CITY SERVICES CONTRACT
CONTRACT NO. B22-PW-500177
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

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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.

This form can be found at:

[Employment Eligibility Verification Form](#)

SECTION E - ADDITIONAL TERMS AND CONDITIONS

1. **Contract Term.** The Contract term shall be for one (1) year.

This Contract may be renewed at the expiration of its term by mutual agreement of both parties. The renewal may be for a maximum of four (4) additional twelve (12) month periods or less if agreeable to both parties.

Notice of intent to renew or extend will be given to the Contractor in writing by a purchasing representative sixty (60) days prior to expiration of the current Contract. (This notice shall not be deemed to commit the City to a Contract renewal.)

2. **Estimated Purchases.** The quantities indicated are estimates of anticipated purchases and are offered solely for the purpose of bid evaluation. The estimates provided are based on the previous year's purchases. Larger or smaller quantities may be purchased and the Contractor agrees to deliver as ordered. The City in no way implies or guarantees that the estimated amounts or any amount will be purchased during the term of any Contract resulting from this Invitation to Bid.

3. **Add/Delete Items.** City reserves the right to add or delete items during term of awarded Contract as dictated by the changing/updating of employees, buildings, equipment, roads, or services. The Bid Sheets may be a partial and not a complete list of items to be purchased.

4. **Pricing and Escalation/De-Escalation.** All pricing shall be protected from increase for the first twelve (12) month period of the Contract. Changes in proposed prices or discounts shall only be accepted annually and be submitted in writing forty-five (45) days prior to the date of the change, which should be the anniversary date of the Contract. The change shall only be in the same proportion that changes have occurred on the manufacturer's latest published model price lists, discount schedules, federal price index, or by other means of positive verification substantiating the change will not produce a higher profit margin than that on the original contract. The City shall have the right to accept or reject any proposed change(s) in any of the originally bid prices or discounts.

The City shall be given the immediate benefit of any price decrease given another agency of like make up or size. Contractor shall promptly notify the City's Authorized Agent of the amount and effective date of such decrease.

This decrease shall apply to orders placed on or after the effective date of the decrease. Invoices shall reflect prices in effect on the date the order was placed with the Contractor.

Should such decreased prices again increase during the term of the contract, including extensions, the City shall honor the increase if acceptable documentation verifying the increase is submitted to the City. The City shall determine what constitutes acceptable documentation.

5. **Purchase Orders.** Lake Havasu City shall issue a purchase order for the goods or services covered by this Contract. All such Purchase Orders will reference the Contract number. Bidder shall have 24-hour order and delivery capability in the event of emergencies, if so required by specifications.

6. ~~**Inventory.** Bidder agrees to maintain reasonable inventories to insure that back orders will be kept to a minimum and delivery can be accomplished according to the terms of this Invitation to Bid. Repeated back-ordering by the successful Bidder on City orders may be cause for Contract cancellation or the City to affect cover by utilizing alternate sources.~~

7. ~~**INTENTIONALLY DELETED, NOT APPLICABLE 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 address.~~

8. **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.
9. **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 IN DUPLICATE TO:

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

10. ~~**INTENTIONALLY DELETED, NOT APPLICABLE>Returns.** Bidder shall allow returns within thirty (30) days of purchase at no charge. Within five (5) calendar days of notice of award, successful Bidder shall submit complete return policy including all terms and conditions for all items listed on pricing sheets. Failure to submit return policy within five (5) calendars days of notice of award may result in City awarding to next lowest, responsive, responsible Bidder.~~
11. ~~**Contract Award and Method of Award.** Reference the following sections and paragraphs within the ITB.
Section B – Instruction to Bidders, paragraph 23
Category A (Pest Control) and Category B (Weed Control) – Part I, paragraph 5
Category C (Miscellaneous) – Part 1, paragraph 2~~
12. ~~**Type of Bid – Category.** Bidders to be considered for award are not required to bid on each item by category or group. However, if a 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 a published price list or percentage mark-up over cost for similar items not listed, if applicable, may be considered for award for that category.~~

~~If qualifying a bid, the Bidder must clearly state so in their bid response on the separate section titled "Exceptions to Specifications" – Section L. The restriction(s) or qualifier(s) must be clearly identified. If the Bidder's pricing is subject to change if the City elects to award a category based on group of items or line items; or if any part of the Bidder's principal (primary) bid is dependent upon receiving a complete category award, then the Bidder's principal (primary) bid response must identify these restrictions. Exceptions must indicate which items or which categories they~~

are bidding on an "all or none" basis, or any other type exception. Principal (primary) bid responses with exceptions may result in rejection of the whole bid or partial line items within the bid.

The Bidder has the option to offer an Alternate Bid with discount if the Bidder is awarded "All" of the items within a category. This Alternate Bid and the discount(s) shall be clearly identified. The Bid Price Schedule has been formatted to include the "Alternate Bid - All Category Award Discount" option.

13. **Alternate Bids.** Alternate bids will only be accepted in addition to a principal (primary) bid. An alternate is a response that deviates from the requirements of the specifications, pricing schedule, etc. Bidder may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal (primary) bid. Alternate bids must specifically identify the ITB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "**Alternate Sealed Bid**" with the **Bidder's Name, Address, ITB Number and Title, and the Closing Date** as stated in Section A and Section B of the ITB herein. Each bid must be for a specific set of goods, services and must include specific pricing. If a Bidder chooses to respond with various alternates, each must be offered with a separate price and be contained in a separate bid envelope clearly marked as an "Alternate Bid". Each bid must be complete and independent of the principal (primary) bid and other alternate bids offered.

Reference Exhibit B – Example of a Principal-Primary Bid and Alternate Bid

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 5 in 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.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

CLOSING DATE & TIME: August 25, 2021 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: _____

This **Non-Mandatory** Letter of Intent **may** be submitted by the deadline for requests for clarification and protests which must be physically received by **August 16, 2021** end of day, Arizona Time.

Clarification/Protest/Question/Letter of Intent to Bid
ITB No.: **B22-PW-500177**
Lake Havasu City
Administrative Services Department, Procurement
Attn: Laura Herzog, Procurement Specialist
2330 McCulloch Blvd N
Lake Havasu City, AZ 86403
Email to: purchasing@lhcaz.gov

SECTION H - NO BID NOTIFICATION

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

CLOSING DATE & TIME: Wednesday August 25, 2021 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; retain on mailing list.
- _____ No bid at this time; retain on mailing list.
- _____ Remove from mailing list; we do not supply the requested product or service(s).
- _____ Remove from mailing list.
- _____ 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 / Procurement Division
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403
Email: purchasing@lhcaz.gov

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.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

CATEGORY A – PEST CONTROL

Lake Havasu City's Public Works Department is seeking bids from qualified bidders, that best fits the City's needs to provide interior and exterior exterminating/pest control services for the City's various Departments, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). Contractor must quote firm all-inclusive pricing and shall be based upon a per-application and location as listed on the following pricing sheet. The work shall be divided up into three (3) separate categories of work: Category A - Pest Control, Category B - Weed Control, and Category C – Miscellaneous Services, which includes any travel associated with coming to Lake Havasu City.

PART I – INFORMATION/SPECIAL CONDITIONS

1. LOCATIONS

Street addresses for specific facilities are listed in the proposal pages. Each location has specific physical characteristics, which may vary the services and frequency of services. All services provided shall be in accordance with the times specified in the ITB unless otherwise agreed to by designated City personnel.

2. INSPECTION INFORMATION

There will not be a pre-bid conference or site visit for this Invitation to Bid.

It will be the sole responsibility of the bidder to inspect the City's locations prior to submitting a bid. The bidder must inspect the buildings and facilities to be serviced prior to submission of a proposal. No variation in price or conditions shall be permitted based on claim of ignorance. Submission of the bid is evidence that the bidder has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required. To set up inspection appointments, the following contacts are available:

Airport / Cindy Herzog at (928) 764-3330

Aquatic Center / Lynn Sanchez at (928) 453-8686

C-Booster / Lynn Sanchez at (928) 453-8686

City Hall / Allison Blum or Lorrie Dillree at (928) 855-2116

Fire Stations / Kathy Myers at (928) 855-1141

Island Wastewater Treatment Plant / Carissa Ochoa or Keith Lueken at (928) 855-3999

Mulberry Wastewater Treatment Plant / Carissa Ochoa or Keith Lueken at (928) 855-3999

North Regional Wastewater Treatment Plant / Carissa Ochoa or Keith Lueken at (928) 855-3999

Police Station / John Beaudette at (928) 855-1171

Police Pima Training Building / Lt. Kirk Cesena at (928) 680-5420

Public Works Facility / Shannon Blakey at (928) 855-3377

Site Six Storage Facility / Shannon Blakey at (928) 855-3377

WALETA Training Facility / Lt. Kirk Cesena at (928) 680-5420

Water Treatment Plant / Krystal Williams at (928) 855-3377

3. MEASUREMENTS

The square footages noted are only estimates. Bidders will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease of footage required for the job; therefore, the total offer must be based on the accurate measurements by bidders during the inspection. Failure to do so will be at the bidder's risk.

4. PRICING/DELIVERY

Contractor must quote firm, fixed all-inclusive pricing and shall be based upon a per-application and location for all services stated in the ITB, which includes any travel associated with coming to Lake Havasu City.

5. METHOD OF AWARD

Award may be in the aggregate, or by line item, or by category, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

6. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

The object of this service is to effectively control and eradicate specific incidents of all nesting and breeding pests (excluding termites) and the control treatment of all potential nesting and breeding areas to prevent re-infestation of pests that are common and ordinary to the interior and / or exterior of listed City buildings. The pest control services shall be performed in all listed buildings, occupied or unoccupied, including, but not limited to, foundations, sidewalks, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, and surrounding landscape areas, walls / enclosures, break rooms, storage areas, loading platforms, refuse containers, lavatory and shower areas hallways and lounge areas, etc.

Contractor to provide an environment, free from, but not limited to, the following pests: insects, spiders, cockroaches, beetles, crickets, roaches, palmetto bugs, silverfish, vermin, ants (all species), wasps, bees, hornets and other stinging insects, fleas, mites, earwigs, sow bugs, silverfish, scorpions, millipedes and rodents (excluding termites) from the locations as listed in the proposal through the application of chemical and/or non-chemical pest control methods. The Contractor must employ a responsible method of pest control management with the least possible hazard to people, property and the environment and the most judicious use of pesticides.

Resistance management practices must be utilized. Where baits are being used for rodents, the contractor must rotate the bait stations. The Contractor shall check traps daily. Any trapped rodent will be removed by the contractor and new traps issued. No poisons of any kind will be used to control rodents without prior approval of the City.

Services shall be performed at least once per month at each location of service, unless otherwise specified in each location's specifications. The specific day and time shall be mutually agreed upon between the Contractor and management of the location being serviced. The schedule may be changed to accommodate the operational needs of the City.

Perimeter treatments may be applied no further than three (3) to four (4) feet away from the exterior wall and no more than two (2) to three (3) feet from the bottom of the exterior wall. Application of treatments to interior or exterior trees or other plant material is prohibited.

7. SERVICE REQUIREMENT

An Arizona Certified Pesticide Applicator's License must be submitted prior to any pesticide application. Service technicians must have the applicable licensing with them at all times. Contractor must insure that trained personnel with proper licenses apply pesticides. The business location must be licensed by the State of Arizona, Department of Agriculture, Pest Management Division.

Contractor shall carry out all work in strict compliance to all federal, state and local laws, licenses, rules and regulations by the local authority having jurisdiction in effect throughout the term of the awarded Contract.

Copies of the State license and certification of applicators must accompany the bid package and be updated.

8. SERVICE STANDARD

The Contractor must employ a responsible method of pest control management with the least possible hazard to people, property and the environment and the most judicious use of pesticides. Where possible, contractor may apply dusts, baits and exterior treatments to accessible voids (switch-plates, electrical outlets, plumbing areas, walls, attics, and crawlspaces) as a control method and to minimize human exposure.

9. SERVICE LOCATIONS

The following is a listing of facilities and current operating hours of the offices within the facility. City will tour areas with successful bidder and finalize lists; however, property may be added or deleted at any time during contract period at City discretion. It also gives estimated measurement of the required services. Regular office hours are Monday – Friday.

Application: Once a month inside and outside perimeter of all buildings and rooms listed below; unless otherwise specified.

CATEGORY A: PEST CONTROL LOCATIONS				
LOCATION	ADDRESS	HOURS	EST SQ FT	FREQUENCY
Airport	5600 N. Hwy 95, #1	7:30 am – 4:00 pm	4,900	Monthly
Aquatic Center	100 Park Ave.	8:00 am – 5:00 pm	12,400	Monthly
C-Booster	140 Park Ave.	6:00 am – 1:00 pm	3,000	Monthly
City Hall	2330 McCulloch Blvd. N.	8:00 am – 5:00 pm	32,407	Monthly
Fire Station #1	96 Acoma Blvd. S.	8:00 am – 5:00 pm	10,000	Monthly
Fire Station #2	2065 Kiowa Blvd. N.	8:00 am – 5:00 pm	11,005	Monthly
Fire Station #3	3620 Buena Vista Ave.	8:00 am – 5:00 pm	3,384	Monthly
Fire Station #4	3270 Palo Verde Blvd. S.	8:00 am – 5:00 pm	3,136	Monthly
Fire Station #5	145 Lake Havasu Ave. N.	8:00 am – 5:00 pm	10,495	Monthly
Fire Station #6	5600 Hwy 95 N.	8:00 am – 5:00 pm	3,740	Monthly
Island Wastewater Treatment Plant	1150 McCulloch Blvd.	7:00 am – 1:00 pm	8,270	Monthly
Mulberry Wastewater Treatment Plant	340 Mulberry Ave	7:00 am – 1:00 pm	2,603	Monthly
North Regional Wastewater Treatment Plant	7001 Whelan Drive	6:00 am – 1:00 pm	3,270	Monthly
Police Station	2360 McCulloch Blvd.	8:00 am – 5:00 pm		
Outside Perimeter			39,453	Monthly
Inside Perimeter (New Service Area)			39,453	Annual
Police Pima Training Building (New Service Location)	2389 N. Pima Drive	Appointment Only		
Outside Perimeter			unknown	Bi-monthly
Inside Perimeter			unknown	Semi-Annual
Public Works Facility	900 London Bridge Rd.	7:00 am – 4:00 pm	56,272	Monthly
Site Six Storage Facility	591 Beachcomber Blvd.	7:00 am – 4:00 pm	8,700	Monthly

LOCATION	ADDRESS	HOURS	EST SQ FT	FREQUENCY
WALETA Training Facility	1801 N. Highway 95	8:00 am – 5:00 pm		
Outside Perimeter			unknown	Monthly
Inside Perimeter (New Service Area)			unknown	Quarterly
Water Treatment Plant	925 Port Drive	6:00 am – 1:00 pm	4,250	Monthly

AIRPORT

Approximate service area for the Airport located at 5600 N. Hwy 95, #1 is 4,200 sq. ft. for the main terminal building and 700 sq. ft. for the operations trailer.

Service area for the main terminal building includes outside and inside building perimeters, lobby, offices, kitchen, bathrooms, pilot lounge, and the car rental office area.

Service area for the operations trailer includes outside and inside building perimeters.

AQUATIC CENTER

Approximate service area for the Aquatic Center located at 100 Park Ave is 12,400 sq. ft.

Service area includes outside and inside building perimeters and all offices and meeting rooms, including smaller break/kitchen areas and bathrooms.

C-BOOSTER

Approximate service area for the C-Booster Building located at 140 Park Ave. is 3,000 sq. ft.

Service area includes outside and inside building perimeters and all offices and meeting rooms, including smaller break/kitchen areas and bathrooms.

CITY HALL

Approximate service area for City Hall located at 2330 McCulloch Boulevard N. is 32,407 sq. ft.

Service area includes outside and inside building perimeter, and interior areas on the first floor and second floor including all offices, conference and meeting rooms, smaller break/kitchen areas, and bathrooms.

FIRE STATION #1

Approximate service area for Fire Station #1 located at 96 Acoma Blvd. S. is 10,000 sq. ft.

Service area includes outside and inside building perimeter, and interior areas including all offices, conference and meeting rooms, smaller break/kitchen areas and bathrooms.

FIRE STATION #2

Approximate service area for Fire Station #2 located at 2065 Kiowa Blvd. N. is 11,005 sq. ft.

Service area includes outside and inside building perimeter, and interior areas including all offices, conference and meeting rooms, smaller break/kitchen areas and bathrooms.

FIRE STATION #3

Approximate service area for Fire Station #3 located at 3620 Buena Vista Ave. is 3,384 sq. ft.

Service area includes outside and inside building perimeter, and interior areas including all offices, conference and meeting rooms, smaller break/kitchen areas and bathrooms.

FIRE STATION #4

Approximate service area for Fire Station #4 located at 3270 Palo Verde Blvd. S. is 3,136 sq. ft.

Service area includes outside and inside building perimeter, and interior areas including all offices, conference and meeting rooms, smaller break/kitchen areas and bathrooms.

FIRE STATION #5

Approximate service area for Fire Station #5 located at 145 Lake Havasu Ave. N. is 10,495 sq. ft.

Service area includes outside and inside building perimeter, and interior areas including all offices, conference and meeting rooms, smaller break/kitchen areas and bathrooms.

FIRE STATION #6

Approximate service area for Fire Station #6 located at 5600 Hwy 95 N. is 3,740 sq. ft.

Service area includes outside and inside building perimeter, and interior areas including all offices, conference and meeting rooms, smaller break/kitchen areas and bathrooms.

ISLAND WASTEWATER TREATMENT PLANT

Approximate service area for the Island Wastewater Treatment Plant located at 1150 McCulloch Blvd. is 6,000 sq. ft. for the administration building, 1,450 sq. ft. for the shop/locker room building, 200 sq. ft. for the operations building/electrical room, 350 sq. ft. for the electrical room, and 270 sq. ft. for the headworks building electrical room.

Service area for the administration building includes outside and inside building perimeters, lobby, conference room, offices, kitchen, and bathrooms.

Service area for the shop/locker room building, operations building/electrical room, and headwork's building electrical room includes outside and inside building perimeters.

MULBERRY WASTEWATER TREATMENT PLANT

Approximate service area for the Mulberry Wastewater Treatment Plant located at 340 Mulberry Ave. is 1,800 sq. ft. for the administration/lab building, 250 sq. ft. for the UV building, 128 sq. ft. for the influent pump building, and 425 sq. ft. for the influent pump dry well.

Service area for the administration/lab building includes outside and inside building perimeters, lab, offices, kitchen, and bathrooms.

Service area for the UV building, influent pump building and influent pump dry well includes outside and inside building perimeters.

NORTH REGIONAL WASTEWATER TREATMENT PLANT

Approximate service area for the North Regional Wastewater Treatment Plant located at 7001 Whelan Drive is 1,950 sq. ft. for the administration building, 420 sq. ft. for the dewatering building, 450 sq. ft. for the west blower building, and 450 sq. ft. for the east blower building.

Service area for the administration building includes outside and inside building perimeters, offices, kitchen, and bathrooms.

Service area for the dewatering building, west blower building, and east blower building includes outside and inside building perimeters.

POLICE STATION

Approximate service area for the Police Facility located at 2360 McCulloch Blvd. N. is 26,991 sq. ft. for the first floor, 8,668 sq. ft. for the second floor and 3,794 for the Aux Building.

Service area includes outside **building perimeters, monthly**, and inside building perimeters, **annually**, all offices and meeting rooms, kitchen and bathrooms.

POLICE PIMA TRAINING BUILDING

Approximate service area for the Pima Training Building located at 2389 Pima Drive N. is unknown. **This is a new service location.** Service area includes outside **building perimeters, six times per year every other month**, and inside building perimeters **semi-annually every six months**, all offices, meeting rooms and bathrooms.

PUBLIC WORKS FACILITY

Approximate service area for the Public Works Maintenance Facility located at 900 London Bridge Road is 51,352 sq. ft., including the Vehicle Maintenance shop, the Maintenance Services trailer; all outbuildings; and approximately 4,920 square feet in the Transit building.

Quoted price for the facilities located at the 900 London Bridge Road address must include service for the main PVMF building, Vehicle Maintenance shop, Maintenance Services trailer, all outbuildings, and the Transit building.

Service is inside and outside main office building and adjacent buildings on site, and includes the inside offices and meeting spaces of various buildings, including shop and storage areas, as follows: Building A, Building B, Building C, Building D, Building E, and Building F.

SITE SIX STORAGE FACILITY

Approximate service area for the Site Six Storage Facility located at 591 Beachcomber Blvd., is 8,700 sq. ft. – approximately 4,350 square feet on each level.

Service area includes exterior perimeter and interior perimeter on both levels; inside and outside building on floor one (lake level), inside building on floor two.

WALETA TRAINING FACILITY

Approximate service area for the WALETA Building located at 1801 N. Highway 95. is unknown.

Service area includes outside **building perimeters, monthly**, and inside building perimeters, **quarterly**, all offices, meeting rooms, breakroom and bathrooms.

WATER TREATMENT PLANT

Approximate service area for the at the Water Treatment Plant (WTP) located at 925 Port Drive, is 4,080 sq. ft., and an approximate 170 sq. ft. around the inside perimeter of the UV area.

Quoted price for the facilities located at the 925 Port Drive address must include service for the main building and the UV area.

Service area includes inside and outside main building and the inside perimeter of UV area.

PART III - CONTRACTOR RESPONSIBILITIES/PENALTIES

10. SCHEDULE

Each location shall receive service calls on a monthly basis unless otherwise described in the final contract. The specific date and time of servicing shall be mutually agreed upon between the City and the successful bidder. This schedule may change to meet the operational needs of the City. Call back servicing is required with a maximum response time of eight (8) hours at no additional charge. Emergency response time shall be in no more than four (4) hours.

11. PENALTY SCHEDULE/DEDUCTIONS

In the event the contractor shall not have completed all of the required services as outlined in the specifications, when the frequency requires, the Contractor will be required to make corrections of all discrepancies on the following workday, within eight (8) hours. These corrections must be completely performed in accordance with the specification requirements, if not; a deduction for the total cost for that location will be deducted from the Contractor's monthly invoice.

Failure of the Contractor to appear on any scheduled workday without the advance approval of the City's Contract Administrator, or his designee, shall result in the deduction of the total cost for that service.

Penalties are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Penalties will be applied in accordance with the Contractor's bid proposal form prices. A full penalty price will be levied against the Contractor each time service is not performed in full accordance with work specifications. Such penalties will continue until said service is performed or the contract is canceled.

12. CONTRACTOR'S PERSONNEL

Contractor's employees are to present a professional appearance. Shall be neat, clean, well groomed, courteous, properly uniformed and conduct themselves in a respectable manner while performing duties and while on City property.

Employees shall wear an appropriate uniform as well as a name tag specifying the name of the employee and the Contractor's company name. This provision will be strictly enforced.

While performing pesticide applications, personnel must adhere to and wear Personal Protective Equipment (PPE) as described on each pesticide label, and as required by Local, State, or Federal regulations.

The contractor shall provide the City with a listing of all personnel assigned to the contract. The City may request the Contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

13. UNAUTHORIZED PERSONNEL

The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, or any other persons unless said person is an authorized Contractor employee.

14. MATERIALS/EQUIPMENT

The Contractor shall provide all materials, chemicals, supplies, and equipment as required to properly maintain the facilities and areas in an acceptable condition. Use of the organophosphate pesticides including but not limited to Malathion, Dursban and Diazinon is prohibited. Preference will be given to those bidders utilizing biological and/or organic environmentally friendly solutions. The Contractor shall

be responsible for all costs incurred in providing the required services. The quality of the supplies provided is subject to City approval.

All labor shall be performed by properly trained technicians, thoroughly skilled in pest control chemical handling, storage and application and in possession of all licensing and certification as required by the local authority having jurisdiction, and directly employed and supervised by the contractor.

15. BUILDING SECURITY

Facilities may have designated staff available to provide entry to and exit from or they may be on an alarm system. Contractor's employees must be properly identified and are not to enter or leave buildings at will once they have reported for duty. Entry and exit will be limited to the initial report for service and service completion time.

16. SAFETY

The Contractor shall be responsible for instructing employees in safety measures considered appropriate.

Contractor services shall ensure safety for all human life, livestock and the environment. All pesticides and herbicides used shall be non-flammable, secured when unattended and registered by the US Environmental Protection Agency and the State of Arizona. If a chemical is changed during the course of the contract; the contractor must provide the City with new MSDS sheets within 24 hours of such change. The contractor shall be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the application is completed. The contractor may not store chemicals or equipment at any City facility.

The Contractor shall ensure that all employees have been trained and have access to Occupational Safety and Health Administration (OSHA) Exposure to Bloodborne Pathogens Rule 29 CFR1910.1030. The Contractor shall ensure that personal protection equipment is provided and decontamination/disposal guidelines are in compliance.

Any toxic substance used resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the substance including:
 1. The potential for fire, explosion, corrosivity and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The Primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- d. The emergency procedure for first aid.
- e. A description in lay terms of the known potential health risks posed by the toxic substance intended to alert any person reading this information.

The bidder also warrants that the commodities supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended and the failure to comply with this condition will be considered a breach of contract.

All materials and insecticides shall conform to applicable Federal, State, County and local ordinances, laws, statutes and regulations.

By signing this proposal, the bidder certifies that all material, equipment; etc. contained in his bid meets all OSHA requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc. is subsequently found to be deficient in any OSHA requirement, all cost necessary to bring the material, equipment, etc. in compliance with the aforementioned requirements shall be borne by the bidder.

17. RESPONSIBILITY

The Contractor shall notify the Public Works Department, Facilities Maintenance Division, or the appropriate department personnel, in the event of scheduling delays, changes, or comments/complaints received from personnel at the locations being serviced. The Contractor shall perform his services during the hours as designated at each site and in consultation with management of each location.

Insecticides used shall be used with due precaution to avoid the possibility of accidental harm to humans, domestic animals and pets. The Contractor shall use an odorless chemical that will not be harmful to food when pesticide spraying/servicing near any food areas.

18. WARRANTY

Buildings treated under the regular sequence of scheduled general pest control services shall be covered under warranty for additional general pest control service at no cost to the City. If pest infestation recurs in-between regular scheduled applications, contractor shall furnish additional pest control services promptly at no additional charge to the City.

CATEGORY B – WEED CONTROL

Lake Havasu City's Public Works Department is seeking bids from qualified bidders, that best fits the City's needs to provide pre-emergent and post-emergent herbicide applications for weed control services for the City's various locations, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). Contractor must quote firm all-inclusive pricing and shall be based upon a per-application and location as listed on the following pricing sheet. The work shall be divided up into three (3) separate categories of work: Category A - Pest Control, Category B - Weed Control, and Category C – Miscellaneous Services, which includes any travel associated with coming to Lake Havasu City.

PART I – INFORMATION/SPECIAL CONDITIONS

1. LOCATIONS

Street addresses for specific facilities are listed in the proposal pages. Each location has specific physical characteristics, which may vary the services and frequency of services. All services provided shall be in accordance with the times specified in the ITB unless otherwise agreed to by designated City personnel.

2. INSPECTION INFORMATION

There will not be a pre-bid conference or site visit for this Invitation to Bid.

It will be the sole responsibility of the bidder to inspect the City's locations prior to submitting a bid. The bidder must inspect the buildings and facilities to be serviced prior to submission of a proposal. No variation in price or conditions shall be permitted based on claim of ignorance. Submission of the bid is evidence that the bidder has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required. To set up inspection appointments, the following contacts are available:

Airport / Cindy Herzog at (928) 764-3330

Fire Stations / Kathy Myers at (928) 855-1141

Island Wastewater Treatment Plant / Carissa Ochoa or Keith Lueken at (928) 855-3999

Mulberry Wastewater Treatment Plant / Carissa Ochoa or Keith Lueken at (928) 855-3999

North Regional Wastewater Treatment Plant / Carissa Ochoa or Keith Lueken at (928) 855-3999

Police Pima Training Building / Lt. Kirk Cesena at (928) 680-5420

WALETA Training Facility / Lt. Kirk Cesena at (928) 680-5420

Water Booster Stations / Krystal Williams (928) 855-3377

Highway/Roadside Locations / Shannon Blakey at (928) 855-3377

3. MEASUREMENTS

The square footages / acreages noted are only estimates. Bidders will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease of footage required for the job; therefore, the total offer must be based on the accurate measurements by bidders during the inspection. Failure to do so will be at the bidder's risk.

4. PRICING/DELIVERY

Contractor must quote firm, fixed all-inclusive pricing and shall be based upon a per-application and location for all services stated in the ITB, which includes any travel associated with coming to Lake Havasu City.

5. METHOD OF AWARD

Award may be in the aggregate, or by line item, or by category, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

6. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

The object of this service is to provide effective vegetation management services by applying herbicides to control weed growth with the use of a pre-emergent herbicide to prevent weed growth during the growing season and the use of a post-emergent or systematic herbicide to kill regrowth. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply herbicides.

The use of herbicides is an integral part of the Lake Havasu Grounds Maintenance Vegetation Management Program. Herbicide applications will be performed according to these specifications and adhere to all Federal, State and Local regulations governing their use. All herbicide materials, mixes, applications must be approved by Lake Havasu City.

Requirements under these specifications consist of furnishing all labor, materials, tools, equipment and incidentals necessary to perform herbicide applications within the limits of right of ways, easements and common area's in a safe, effective and timely manner as detailed in these specifications within the boundaries of Lake Havasu City & Mohave County, provided on the pricing sheet are the locations and estimated areas for Broadcast Application.

Any herbicide activity performed by the contractor shall comply with the current Arizona Pest Management Division Standards.

Services shall be performed semi-annually at each location of service, unless otherwise specified in each location's specifications. The specific day and time shall be mutually agreed upon between the Contractor and management of the location being serviced. The schedule may be changed to accommodate the operational needs of the City.

7. SERVICE REQUIREMENT

An Arizona Certified Pesticide Applicator's License must be submitted prior to any herbicide application. Service technicians must have the applicable licensing with them at all times. Contractor must insure that trained personnel with proper licenses apply herbicides. The business location must be licensed by the State of Arizona, Department of Agriculture, Pest Management Division.

The Applicator shall possess a current Arizona Department of Agriculture Pesticides Applicators License with endorsement #3 Turf and Ornamental - #4 Right of Way at all times during the term of this contract and will remain on site during applications.

Contractor shall carry out all work in strict compliance to all federal, state and local laws, licenses, rules and regulations by the local authority having jurisdiction in effect throughout the term of the awarded Contract.

Copies of the State license and certification of applicators must accompany the bid package and be updated.

8. SERVICE STANDARD

The Contractor must employ a responsible method of pest control management with the least possible hazard to people, property and the environment and the most judicious use of herbicides.

9. SERVICE LOCATIONS

City property anticipated to be sprayed is shown on the list below. City will tour areas with successful bidder and finalize lists; however, property may be added or deleted at any time during contract period at City discretion. It also gives estimated measurement of the required services.

The Contractor will be expected to know the streets within Lake Havasu City so that the work can be

performed independently.

CATGORY B: WEED CONTROL LOCATIONS				
LOCATION	ADDRESS	HOURS OF OPERATION	EST SQ FT/ACRE	FREQUENCY
City Facilities				
Airport	5600 N. Hwy 95, #1	7:30am – 4:00pm	2.09 acres	Semi-Annual
Fire Station #1	96 Acoma Blvd. S.	8:00am – 5:00pm	10,000 sq. ft.	Semi-Annual
Fire Station #2	2065 Kiowa Blvd. N.	8:00am – 5:00pm	11,005 sq. ft.	Semi-Annual
Fire Station #3	3620 Buena Vista Ave.	8:00am – 5:00pm	3,384 sq. ft.	Semi-Annual
Fire Station #4	3270 Palo Verde Blvd. S.	8:00am – 5:00pm	3,136 sq. ft.	Semi-Annual
Fire Station #5	145 Lake Havasu Ave. N.	8:00am – 5:00pm	10,495 sq. ft.	Semi-Annual
Fire Station #6	5600 Hwy 95 N.	8:00am – 5:00pm	3,740 sq. ft.	Semi-Annual
Island Wastewater Treatment Plant	1150 McCulloch Blvd. N.	7:00am – 4:00pm	4.0 acres	Semi-Annual
Mulberry Wastewater Treatment Plant	340 Mulberry Ave.	7:00am – 3:30pm	4.5 acres	Semi-Annual
North Regional Wastewater Treatment Plant	7001 Whelan Dr.	6:00am – 1:00pm	3.2 acres	Semi-Annual
Police Pima Training Building	2389 N. Pima Drive	Appointment Only	unknown	Semi-Annual
WALETA Training Facility	1801 N. Highway 95	8:00am – 5:00pm	unknown	Semi-Annual
Water Treatment Plant	925 Port Drive	6:00am – 1:00pm	144,000 sq ft	Annual
Highway/Roadside				
West side of HWY 95:	From Palo Verde to Mesquite		8.0 acres	Semi-Annual
East side of HWY 95:	From Palo Verde to Mesquite		6.0 acres	Semi-Annual
Grand Island Estates:	Gravel minus Drainage Basins		7.0 acres	Semi-Annual
East side of HWY 95:	MP 181.45 to MP 180.50 of graveled area (MP=Mile Post)		7.5 acres	Semi-Annual
West side of HWY 95:	Sound Wall landscaped area		1.5 acres	Semi-Annual
Mesquite to Swanson:	East side of HWY 95		0.70 acres	Semi-Annual
East side N. Palo Verde to Kiowa			0.48 acres	Semi-Annual
West side Palo Verde to Kiowa			0.64 acres	Semi-Annual
East side Kiowa to Acoma			0.44 acres	Semi-Annual
West side Kiowa to Acoma			1.42 acres	Semi-Annual
East side Acoma to Industrial:	Between HWY 95 & Culvert and corners		1.06 acres	Semi-Annual
West side Acoma to Industrial			0.24 acres	Semi-Annual
East side Industrial to S. Palo Verde			4.63 acres	Semi-Annual
West side Industrial to S. Palo Verde (minus Sound wall)			0.67 acres	Semi-Annual
West side Mesquite to Swanson			1.15 acres	Semi-Annual
East side Swanson to Smoketree			0.77 acres	Semi-Annual
West side Smoketree to Aquatic center/Tri-M Gold			0.23 acres	Semi-Annual
East side Gold Rock:	South of Smoketree		0.22 acres	Semi-Annual
Island Path Rocked Area:	Treatment Plant East to Corner		1.64 acres	Semi-Annual
INTENTIONALLY LEFT BLANK				

LOCATION	ADDRESS	HOURS OF OPERATION	EST SQ FT/ACRE	FREQUENCY
Water Booster Stations <i>(NEW Service Contract Locations – previously supported in-house)</i>				
N. Havasu Booster Station	5000 N. Hwy 95	6:00am – 1:00pm	52,567 sq. ft.	Annual
Booster Station 1	2503 Mariner Ln.	6:00am – 1:00pm	22,064 sq. ft.	Annual
Booster Station 2	3099 N. McCulloch Blvd.	6:00am – 1:00pm	25,482 sq. ft.	Annual
Booster Station 3	3641 Swordfish Dr.	6:00am – 1:00pm	30,782 sq. ft.	Annual
Booster Station 4	336 Pacific Dr.	6:00am – 1:00pm	49,760 sq. ft.	Annual
Booster Station 6	6349 Avienda de las Colinas	6:00am – 1:00pm	16,370 sq. ft.	Annual
Booster Station 1B	2299 Anacapa Pl.	6:00am – 1:00pm	48,659 sq. ft.	Annual
Booster Station 1A	2430 Alpine Dr.	6:00am – 1:00pm	20,864 sq. ft.	Annual
Booster Station 2A	2938 Havasupai Blvd.	6:00am – 1:00pm	87,500 sq. ft.	Annual
Booster Station 3A	3381 Oasis Dr.	6:00am – 1:00pm	22,524 sq. ft.	Annual
Booster Station 4A	3764 Yucca Dr.	6:00am – 1:00pm	20,160 sq. ft.	Annual
Booster Station 5A	4166 Colt Dr.	6:00am – 1:00pm	14,392 sq. ft.	Annual
Booster Station 1C	701 Scout Dr.	6:00am – 1:00pm	65,504 sq. ft.	Annual
Booster Station 2C	3636 Silver Arrow Dr.	6:00am – 1:00pm	80,048 sq. ft.	Annual
Booster Station 3C	3946 Chickasaw Dr.	6:00am – 1:00pm	43,720 sq. ft.	Annual

AIRPORT

Approximate service area for the Airport located at 5600 N. Hwy 95, #1 is 2.09 acres.

See attached Exhibit A for the outline of the service area.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

FIRE STATION #1

Approximate service area for Fire Station #1 located at 96 Acoma Blvd. S. is 10,000 sq. ft.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

FIRE STATION #2

Approximate service area for Fire Station #2 located at 2065 Kiowa Blvd. N. is 11,005 sq. ft.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

FIRE STATION #3

Approximate service area for Fire Station #3 located at 3620 Buena Vista Ave. is 3,384 sq. ft.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

FIRE STATION #4

Approximate service area for Fire Station #4 located at 3270 Palo Verde Blvd. S. is 3,136 sq. ft.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

FIRE STATION #5

Approximate service area for Fire Station #5 located at 145 Lake Havasu Ave. N. is 10,495 sq. ft.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

FIRE STATION #6

Approximate service area for Fire Station #6 located at 5600 Hwy 95 N. is 3,740 sq. ft.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

ISLAND WASTEWATER TREATMENT PLANT

Approximate service area for the Island Wastewater Treatment Plant located at 1150 McCulloch Blvd. is 4.0 acres. See attached Exhibit A for the outline of the service area.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

MULBERRY WASTEWATER TREATMENT PLANT

Approximate service area for the Mulberry Wastewater Treatment Plant located at 340 Mulberry Ave. is 4.5 acres. See attached Exhibit A for the outline of the service area.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

NORTH REGIONAL WASTEWATER TREATMENT PLANT

Approximate service area for the North Regional Wastewater Treatment Plant located at 7001 Whelan Drive is 3.2 acres. See attached Exhibit A for the outline of the service area.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

POLICE PIMA TRAINING BUILDING

Approximate service area for the Pima Training Building located at 2389 Pima Drive N. is unknown.

Reference above section titled **Part I – Information/Special Conditions, Measurements.**

See attached Exhibit A for the outline of the service area.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

WALETA TRAINING FACILITY

Approximate service area for the WALETA Building located at 1801 N. Highway 95. is unknown.

Reference above section titled **Part I – Information/Special Conditions, Measurements.**

See attached Exhibit A for the outline of the service area.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

WATER TREATMENT PLANT

Approximate service area for the Water Treatment Plant located at 925 Port Drive is 144,000 sq. ft.

See attached Exhibit A for the outline of the service area.

Service will consist of pre-emergent applications and post-emergent applications, annually.

HIGHWAY / ROADSIDE

Approximate service area for the twenty (20) Highway/Roadside locations is 46 acres.

See attached Exhibit A for the outline of the service areas.

Service will consist of pre-emergent applications and post-emergent applications, semiannually.

WATER BOOSTER STATIONS

Approximate service area for the fifteen (15) Water Booster Stations is 600,396 sq. ft.

See attached Exhibit A for the outline of the service areas.

Service will consist of pre-emergent applications and post-emergent applications, annually.

PART III - CONTRACTOR RESPONSIBILITIES/PENALTIES

10. SCHEDULE

It shall be the Contractor's responsibility to determine the most appropriate times of year to apply herbicides. The specific date and time of servicing shall be mutually agreed upon between the City and the successful bidder. This schedule may change to meet the operational needs of the City. Call back servicing is required with a maximum response time of forty-eight (48) hours at no additional charge.

Five (5) days prior to work being performed:

The Contractor shall submit a plan of how the herbicide applications will be completed, including number of crews. Prior to performing any herbicide application, this plan shall be reviewed and approved by the Public Works Facilities Maintenance Division.

Prior to beginning the work, submit a Traffic Control Plan, if needed, for approval from Public Works Facilities Maintenance Division, detailing the work and proposed operations adjacent to the travel way. Traffic control shall conform to the current edition of the Manual of Uniform Traffic Control Devices (M.U.T.C.D.).

Spray Log:

A daily record will be kept with the following information:

- Applicator's Name & License Number
- Date and Time of Application
- Wind Speed and Direction of wind
- Chemical brand name and name of active ingredient
- Solution rate-Total amount applied in gallons and total percentage of active ingredient applied

These records will be provided to Lake Havasu City upon completion of each area.

11. PENALTY SCHEDULE/DEDUCTIONS

In the event the contractor shall not have completed all of the required services as outlined in the specifications, when the frequency requires, the Contractor will be required to make corrections of all discrepancies on the following workday, within eight (8) hours. These corrections must be completely performed in accordance with the specification requirements, if not; a deduction for the total cost for that location will be deducted from the Contractor's monthly invoice.

Failure of the Contractor to appear on any scheduled workday without the advance approval of the City's Contract Administrator, or his designee, shall result in the deduction of the total cost for that service.

Penalties are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Penalties will be applied in accordance with the Contractor's bid proposal form prices. A full penalty price will be levied against the Contractor each time service is not performed in full accordance with work specifications. Such penalties will continue until said service is performed or the contract is canceled.

12. CONTRACTOR'S PERSONNEL

Contractor's employees are to present a professional appearance. Shall be neat, clean, well groomed, courteous, properly uniformed and conduct themselves in a respectable manner while performing duties and while on City property.

Employees shall wear an appropriate uniform as well as a nametag specifying the name of the employee and the Contractor's company name. This provision will be strictly enforced.

While performing herbicide applications, personnel must adhere to and wear Personal Protective Equipment (PPE) as described on each herbicide label, and as required by Local, State, or Federal regulations.

All labor shall be performed by properly trained technicians, thoroughly skilled in weed control chemical handling, storage and application and in possession of all licensing and certification as required by the local authority having jurisdiction, and directly employed and supervised by the contractor.

When herbicide applications are performed, all members of the onsite crew will have a current Applicators License from Arizona Department of Agriculture.

The contractor shall provide the City with a listing of all personnel assigned to the contract. The City may request the Contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

13. UNAUTHORIZED PERSONNEL

The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, or any other persons unless said person is an authorized Contractor employee.

14. MATERIALS/EQUIPMENT

The Contractor shall provide all materials, chemicals, supplies, and equipment as required to properly maintain the facilities and areas in an acceptable condition. Preference will be given to those bidders utilizing biological and/or organic environmentally friendly solutions. The Contractor shall be responsible for all costs incurred in providing the required services. The quality of the supplies provided is subject to City approval.

The Contractor shall arrange his operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application.

The Contractor shall submit a list of all herbicides and adjuvants to be used for the purpose of these specifications and include labels and Safety Data Sheet's (SDS) for each Chemical. Approval must be obtained before any application.

The Contractor shall submit a list of all herbicide application equipment contemplated for use. This equipment shall be subject to inspection and acceptance at any time, for mechanical worthiness and appropriateness for the work intended. Lake Havasu City decisions relevant to mechanical worthiness and appropriateness shall be final.

15. BUILDING SECURITY

Facilities may have designated staff available to provide entry to and exit from, or they may be on an alarm system. Contractor's employees must be properly identified and are not to enter or leave buildings at will once they have reported for duty. Entry and exit will be limited to the initial report for service and service completion time.

16. SAFETY

The Contractor shall be responsible for instructing employees in safety measures considered

appropriate.

Contractor services shall ensure safety for all human life, livestock and the environment. All pesticides and herbicides used shall be non-flammable, secured when unattended and registered by the US Environmental Protection Agency and the State of Arizona. If a chemical is changed during the course of the contract; the contractor must provide the City with new MSDS sheets within 24 hours of such change. The contractor shall be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the application is completed. The contractor may not store chemicals or equipment at any City facility.

The Contractor shall ensure that all employees have been trained and have access to Occupational Safety and Health Administration (OSHA) Exposure to Bloodborne Pathogens Rule 29 CFR1910.1030. The Contractor shall ensure that personal protection equipment is provided and decontamination/disposal guidelines are in compliance.

Any toxic substance used resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the substance including:
 1. The potential for fire, explosion, corrosivity and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The Primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- d. The emergency procedure for first aid.
- e. A description in lay terms of the known potential health risks posed by the toxic substance intended to alert any person reading this information.

The bidder also warrants that the commodities supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended and the failure to comply with this condition will be considered a breach of contract.

All materials and insecticides shall conform to applicable Federal, State, County and local ordinances, laws, statutes and regulations.

By signing this proposal, the bidder certifies that all material, equipment; etc. contained in his bid meets all OSHA requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc. is subsequently found to be deficient in any OSHA requirement, all cost necessary to bring the material, equipment, etc. in compliance with the aforementioned requirements shall be borne by the bidder.

17. RESPONSIBILITY

The Contractor shall notify the Public Works Department, Facilities Maintenance Division, or the appropriate department personnel, in the event of scheduling delays, changes, or comments/complaints received from personnel at the locations being serviced. The Contractor shall perform his services during the hours as designated at each site and in consultation with management of each location.

18. WARRANTY

Locations treated under the regular sequence of scheduled general weed control services shall be covered under warranty for additional general weed control service at no cost to the City. If weed infestation recurs in-between regular scheduled applications, contractor shall furnish additional weed control services promptly at no additional charge to the City.

CATEGORY C – MISCELLANEOUS SERVICES

Miscellaneous Pest Control Services:

Rodent Control, Termite Extermination, and Bee/Hornet/Wasp Abatement may be requested by the City. The contractor shall respond within 48 hours (arrive on site) after receipt of a phone or written request approved by the division.

Termite Treatment:

Shall be applied to pre- and post-construction sites and is to be based on a cost per linear foot pricing method. Both angle drilling and down drilling techniques shall be employed for termite control for post-construction. Drilled holes shall be ten (10) to fourteen (14) inches apart. All drilled holes are to be securely plugged with a nonporous, non-cellulose material. All structural penetrations (plumbing, ducts, soils, etc.) shall be treated. All known cracks shall be treated and patched. In addition to treating the exterior of the perimeter walls, all internal load-bearing walls shall be drilled and treated. All drill holes made on the interior of the structure shall be plugged.

PART I – INFORMATION/SPECIAL CONDITIONS

1. PRICING/DELIVERY

Contractor must quote firm, fixed all-inclusive pricing and shall be based upon a per-application and location as requested, which includes any travel associated with coming to Lake Havasu City.

2. METHOD OF AWARD

Award may be in the aggregate, or by line item, or by category, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

3. PEST CONTROL PART II – TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Paragraphs within the “**PEST CONTROL PART II – TECHNICAL SPECIFICATIONS/SCOPE OF WORK**” section of the ITB that are applicable to this Category C shall apply herein to this section.

SECTION J - BIDDER SIGNATURE PAGE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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.:** B22-PW-500177, **ITB TITLE:** Citywide Pest and Weed Control Services, issued on July 26, 2021, as follows:

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

- 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.

7) Fuel Surcharges: All pricing shall be protected from increase for three (3) months from the execution date of this Contract, Purchase Order, or Notice to Proceed. Fuel charges shall not be allowed unless disclosed at the time the Vendor/Contractor submits a response to a solicitation and subsequently closed at the stated date and time. Fuel surcharges will only be allowed if the price per gallon of gasoline/diesel fuel increases more than 20 percent (20%) from the gasoline/diesel fuel prices posted on the day the solicitation closed. The index used for diesel prices is posted weekly on Highway Diesel Prices for the Rocky Mountain Region. The index for gasoline prices is Weekly Retail Gasoline/Diesel Prices for the Rocky Mountain Region. Both are posted each Monday by the Energy Information Agency at:
<http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>
http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm

If applicable, please complete the following:

- a. Fuel surcharge required: Yes No
- b. Type of fuel: Gas, or Diesel
- c. Fuel required for delivery (one way): _____ Gallons.
- d. Solicitation Closing Date _____ (mm/dd/year) / Fuel Price _____.____ Dollars/Cents.

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(A) - BID PRICE SCHEDULE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
CATEGORY A – PEST CONTROL				
BIDDER MUST PROVIDE LIST OF ALL PESTICIDES USED				
A1	12	AIRPORT		
A2	12	AQUATIC CENTER		
A3	12	C-BOOSTER		
A4	12	CITY HALL		
A5	12	FIRE STATION #1		
A6	12	FIRE STATION #2		
A7	12	FIRE STATION #3		
A8	12	FIRE STATION #4		
A9	12	FIRE STATION #5		
A10	12	FIRE STATION #6		
A11	12	ISLAND WASTEWATER TREATMENT PLANT		
A12	12	MULBERRY WASTEWATER TREATMENT PLANT		
A13	12	NORTH REGIONAL WASTEWATER TREATMENT PLANT		
		POLICE STATION:		
A14(i)	12	OUTSIDE		
A14(ii)	1	INSIDE (New Service Area)		
		POLICE PIMA TRAINING BUILDING (New Service Location):		
A15(i)	6	OUTSIDE		
A15(ii)	2	INSIDE		
A16	12	PUBLIC WORKS MAINTENANCE FACILITY		
A17	12	SITE SIX STORAGE FACILITY		

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		WALETA TRAINING FACILITY:		
A18(i)	12	OUTSIDE		
A18(ii)	4	INSIDE (New Service Area)		
A19	12	WATER TREATMENT PLANT		
CATEGORY A TOTAL WITHOUT TAX			\$	
REMINDER: Award may be in the aggregate, or by line item, or by category, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.				
<p style="text-align: center;">_____ % APPLICABLE TAX RATE</p> <p>(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.)</p>			\$	
CATEGORY A GRAND TOTAL WITH TAX			\$	

CATALOG DISCOUNT (if applicable): _____

ALTERNATE BID – ALL CATEGORY DISCOUNT (if applicable): _____
 Alternate bids will only be accepted in addition to a principal (primary) bid and to be submitted in a separate envelope clearly marked as an **“Alternate Bid”**. Reference Section E – Additional Terms and Conditions.

WARRANTY (if applicable): _____

VENDOR'S NAME: _____

FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION

SECTION K(B) - BID PRICE SCHEDULE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
CATEGORY B – WEED CONTROL				
BIDDER MUST PROVIDE LIST OF ALL HERBICIDES USED				
B1	2	AIRPORT		
B2	2	FIRE STATION #1		
B3	2	FIRE STATION #2		
B4	2	FIRE STATION #3		
B5	2	FIRE STATION #4		
B6	2	FIRE STATION #5		
B7	2	FIRE STATION #6		
B8	2	ISLAND WASTEWATER TREATMENT PLANT		
B9	2	MULBERRY WASTEWATER TREATMENT PLANT		
B10	2	NORTH REGIONAL WASTEWATER TREATMENT PLANT		
B11	2	POLICE PIMA TRAINING BUILDING		
B12	2	WALETA TRAINING FACILITY		
B13	1	WATER TREATMENT PLANT		
		HIGHWAY/ROADSIDE:		
B14	2	WEST SIDE OF HWY 95 – From Palo Verde to Mesquite		
B15	2	EAST SIDE OF HWY 95 – From Palo Verde to Mesquite		
B16	2	GRAND ISLAND ESTATES – Gravel minus Drainage Basins		
B17	2	EAST SIDE OF HWY 95 – MP 181.45 to MP 180.50 of graveled area		
B18	2	WEST SIDE OF HWY 95 – Sound Wall landscaped area		

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
B19	2	MESQUITE TO SWANSON – East side of HWY 95		
B20	2	EAST SIDE N. PALO VERDE TO KIOWA		
B21	2	WEST SIDE N. PALO VERDE TO KIOWA		
B22	2	EAST SIDE KIOWA TO ACOMA		
B23	2	WEST SIDE KIOWA TO ACOMA		
B24	2	EAST SIDE ACOMA TO INDUSTRIAL - Between HWY 95 & Culvert and corners		
B25	2	WEST SIDE ACOMA TO INDUSTRIAL		
B26	2	EAST SIDE INDUSTRIAL TO S. PALO VERDE		
B27	2	WEST SIDE INDUSTRIAL TO S. PALO VERDE - (minus Sound wall)		
B28	2	WEST SIDE MESQUITE TO SWANSON		
B29	2	EAST SIDE SWANSON TO SMOKETREE		
B30	2	WEST SIDE SMOKETREE TO AQUATIC CENTER/TRI-M GOLD		
B31	2	EAST SIDE GOLD ROCK – South of Smoketree		
B32	2	ISLAND PATH ROCKED AREA – Treatment Plant East to Corner		
		WATER BOOSTER STATIONS:		
B33	1	NORTH HAVASU BOOSTER STATION		
B34	1	BOOSTER STATION 1		
B35	1	BOOSTER STATION 2		
B36	1	BOOSTER STATION 3		
B37	1	BOOSTER STATION 4		
B38	1	BOOSTER STATION 6		
B39	1	BOOSTER STATION 1B		
B40	1	BOOSTER STATION 1A		
B41	1	BOOSTER STATION 2A		
B42	1	BOOSTER STATION 3A		
B43	1	BOOSTER STATION 4A		
B44	1	BOOSTER STATION 5A		

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
B45	1	BOOSTER STATION 1C		
B46	1	BOOSTER STATION 2C		
B47	1	BOOSTER STATION 3C		
CATEGORY B TOTAL WITHOUT TAX			\$	
REMINDER: Award may be in the aggregate, or by line item, or by category, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.				
<p style="text-align: right;">_____% APPLICABLE TAX RATE</p> (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.)			\$	
CATEGORY B GRAND TOTAL WITH TAX			\$	

CATALOG DISCOUNT (if applicable): _____

ALTERNATE BID – ALL CATEGORY DISCOUNT (if applicable): _____
Alternate bids will only be accepted in addition to a principal (primary) bid and to be submitted in a separate envelope clearly marked as an **“Alternate Bid”**. Reference Section E – Additional Terms and Conditions.

WARRANTY (if applicable): _____

VENDOR'S NAME: _____

FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION

SECTION K(C) - BID PRICE SCHEDULE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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

ITEM NBR	QTY (Est)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
CATEGORY C – MISCELLANEOUS SERVICES (upon request)					
C1	1 Bldg	PER FOOT	TERMIDOR TERMITICIDE OR APPROVED EQUAL <small>(Extended Price Bid Basis: per foot price extended on a 11,005 sq ft building, use Fire Station 2 as the bid example, Monolithic Slab Construction Type)</small>	\$	
C2(i)	11	LOCATIONS	MICE / RAT BAIT APPLICATION SET-UP	\$	
C2(ii)	105	EA	MICE / RAT BAIT REPLENISHMENT, as required	\$	
C2(iii)	9	LOCATIONS	MICE / RAT – RODENT MONTHLY FLAT RATE BASIS	\$	
C3	20	EA	BEE / WASP / HORNET NEST REMOVAL WATER METER	\$	
C4	1	EA	BEE / WASP / HORNET NEST REMOVAL WATER TANK	\$	
C5	1	HOURLY RATE	ADDITIONAL PEST CONTROL HOURLY RATE: MISC SERVICE	\$	
C6	1	HOURLY RATE	ADDITIONAL WEED CONTROL HOURLY RATE: MISC SERVICE	\$	
CATEGORY C (C1 – C6) TOTAL WITHOUT TAX				\$	
C7	NA	% MARK UP	ADDITIONAL PEST CONTROL MATERIALS: MARK UP OVER COSTS	+	%
C8	NA	% DISCOUNT	ADDITIONAL PEST CONTROL MATERIALS: DISCOUNT OFF MSRP-PUBLISHED PRICE LIST	'- %	
C9	NA	% MARK UP	ADDITIONAL WEED CONTROL MATERIALS: MARK UP OVER COSTS	+	%
C10	NA	% DISCOUNT	ADDITIONAL WEED CONTROL MATERIALS: DISCOUNT OFF MSRP-PUBLISHED PRICE LIST	'- %	
____% APPLICABLE TAX RATE					
(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.)				\$	
CATEGORY C (C1 – C6) GRAND TOTAL WITH TAX				\$	
<p>REMINDER: Award may be in the aggregate, or by line item, or by category, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.</p>					

SECTION K(C) - BID PRICE SCHEDULE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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

CATALOG DISCOUNT (if applicable): _____

ALTERNATE BID – ALL CATEGORY DISCOUNT (if applicable): _____

Alternate bids will only be accepted in addition to a principal (primary) bid and to be submitted in a separate envelope clearly marked as an “**Alternate Bid**”. Reference Section E – Additional Terms and Conditions.

WARRANTY (if applicable): _____

VENDOR'S NAME: _____

FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION

SECTION L - EXCEPTIONS TO SPECIFICATIONS

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

VENDOR'S NAME: _____

FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION

SECTION M - REFERENCES

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

- 1. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Name,
Title, Email: _____

- 2. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Name,
Title, Email: _____

- 3. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Name,
Title, Email: _____

- 4. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Name,
Title, Email _____

- 5. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Name,
Title, Email: _____

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

ADDENDUM TWO

EXHIBIT A

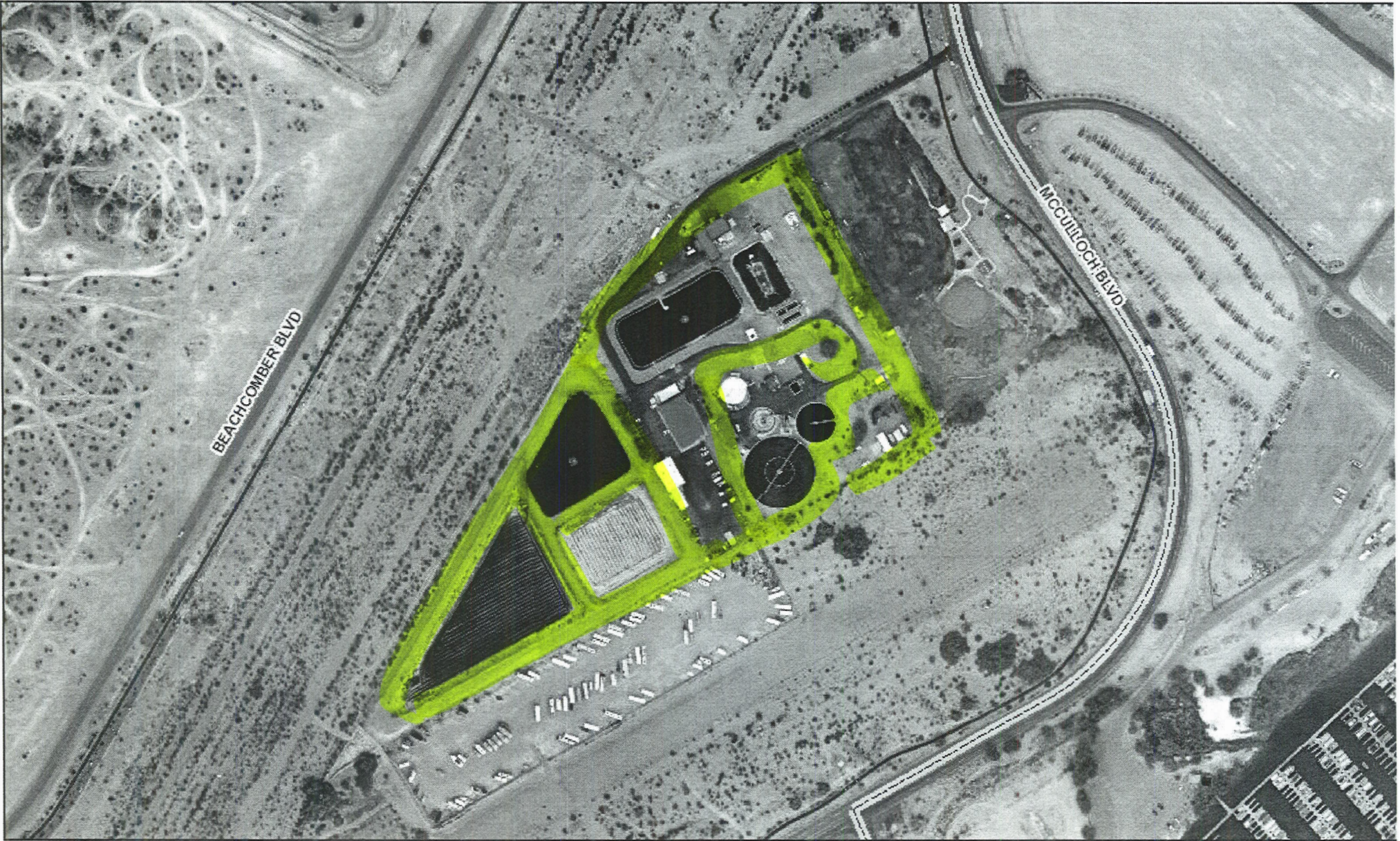
AERIAL OF EACH

REFERENCED SERVICE AREA

Airport - 5600 N. Hwy 95, #1

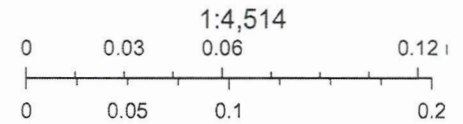
June & Dec weed treatment





7/14/2021, 8:42:59 AM

ITP 1150 McCulloch Blvd N.

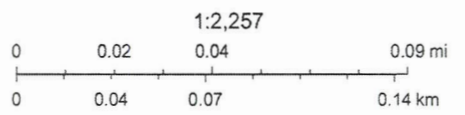


Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robins
NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geo
Intermap and the GIS user community, EagleView



7/14/2021, 4:29:17 PM

MTP



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, EagleView

NRP

NRP - 7001 Whelan Drive

Lake Havasu City GIS



Police Pima Training Building
2389 Pima Drive N.



WALETA Training Facility
1801 N. Highway 95



Square Footage
Unknown

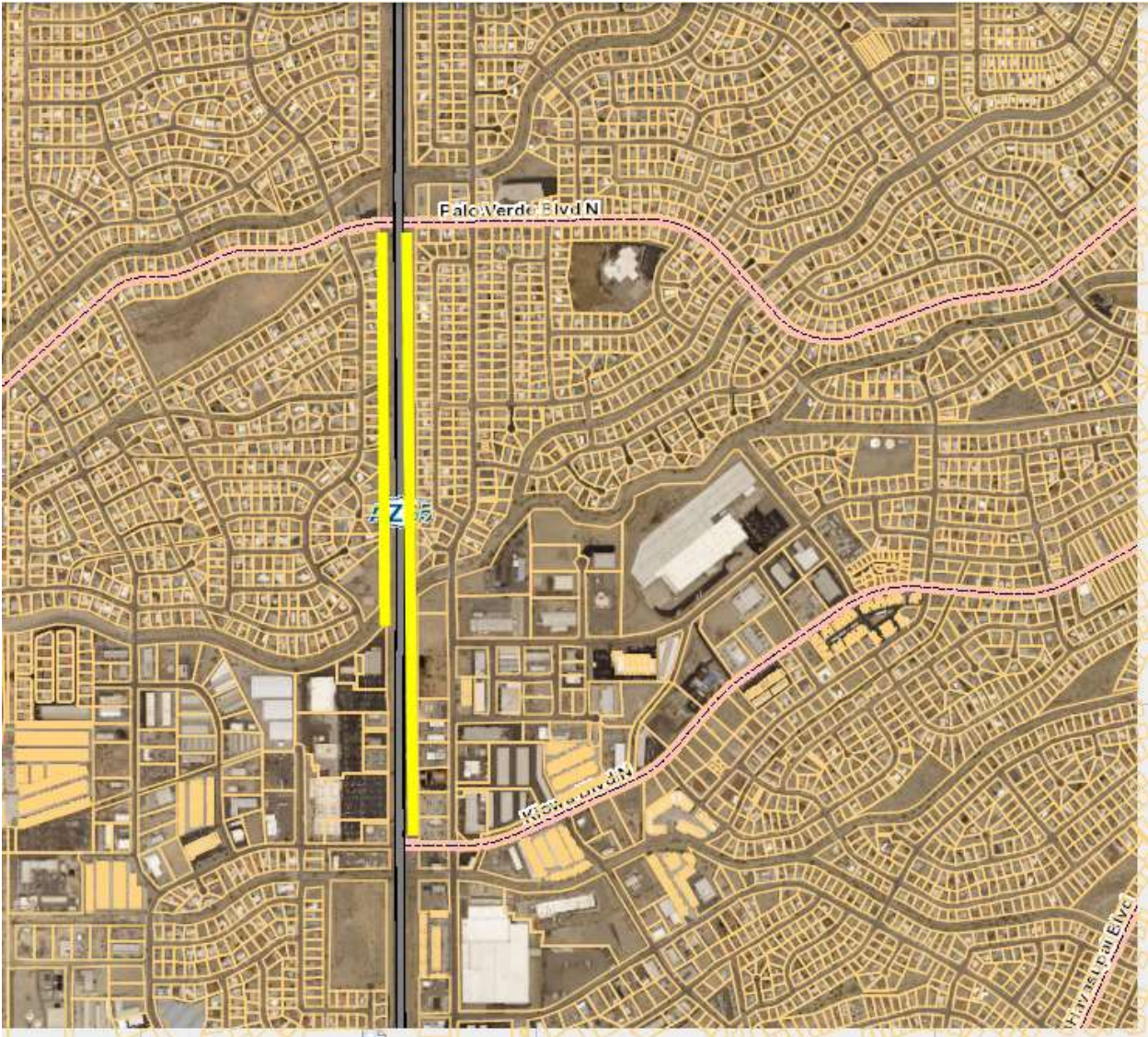
925 PORT DRIVE

WATER TREATMENT PLANT - 144,000 sq. ft.

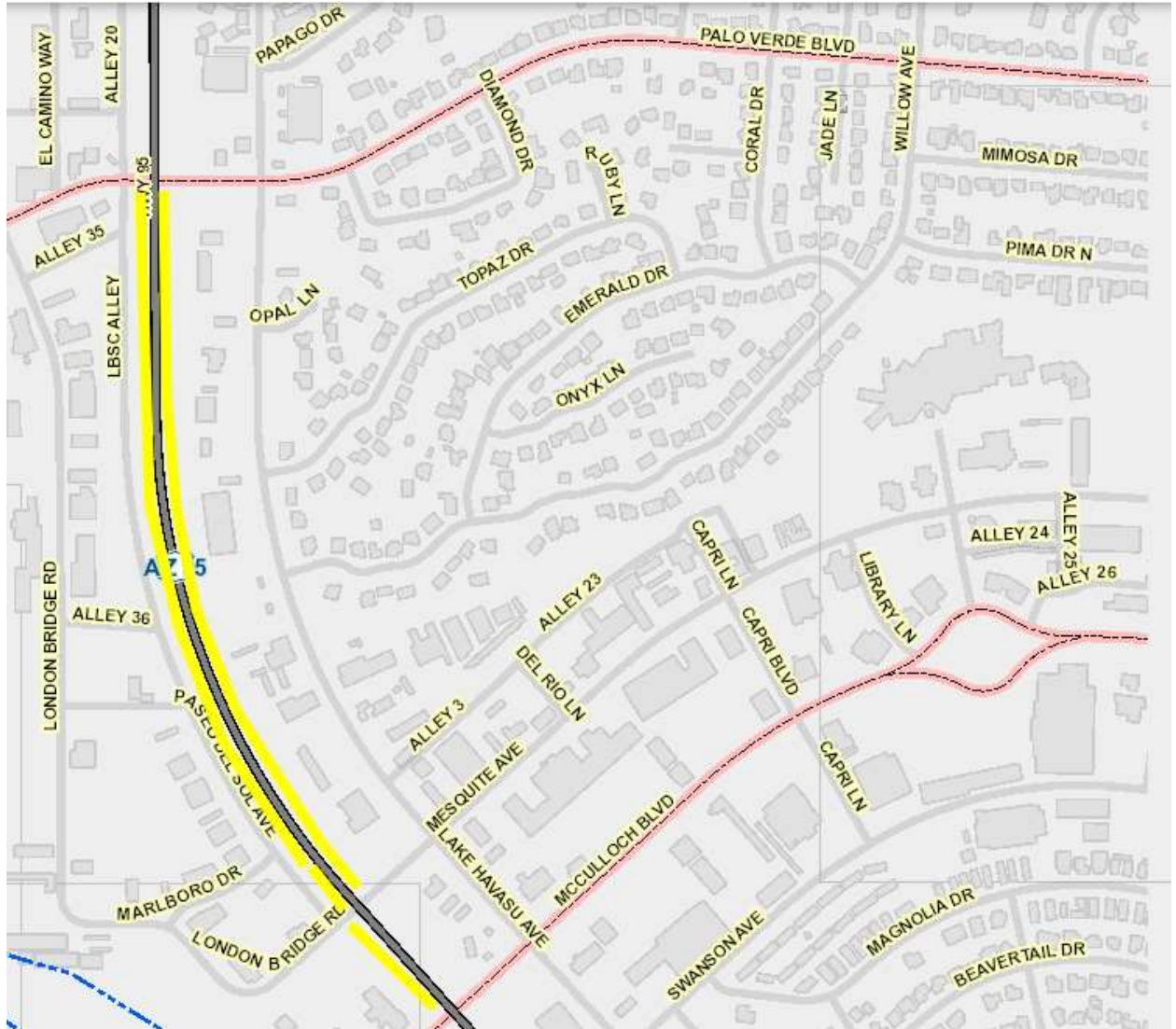
Lake Havasu City GIS

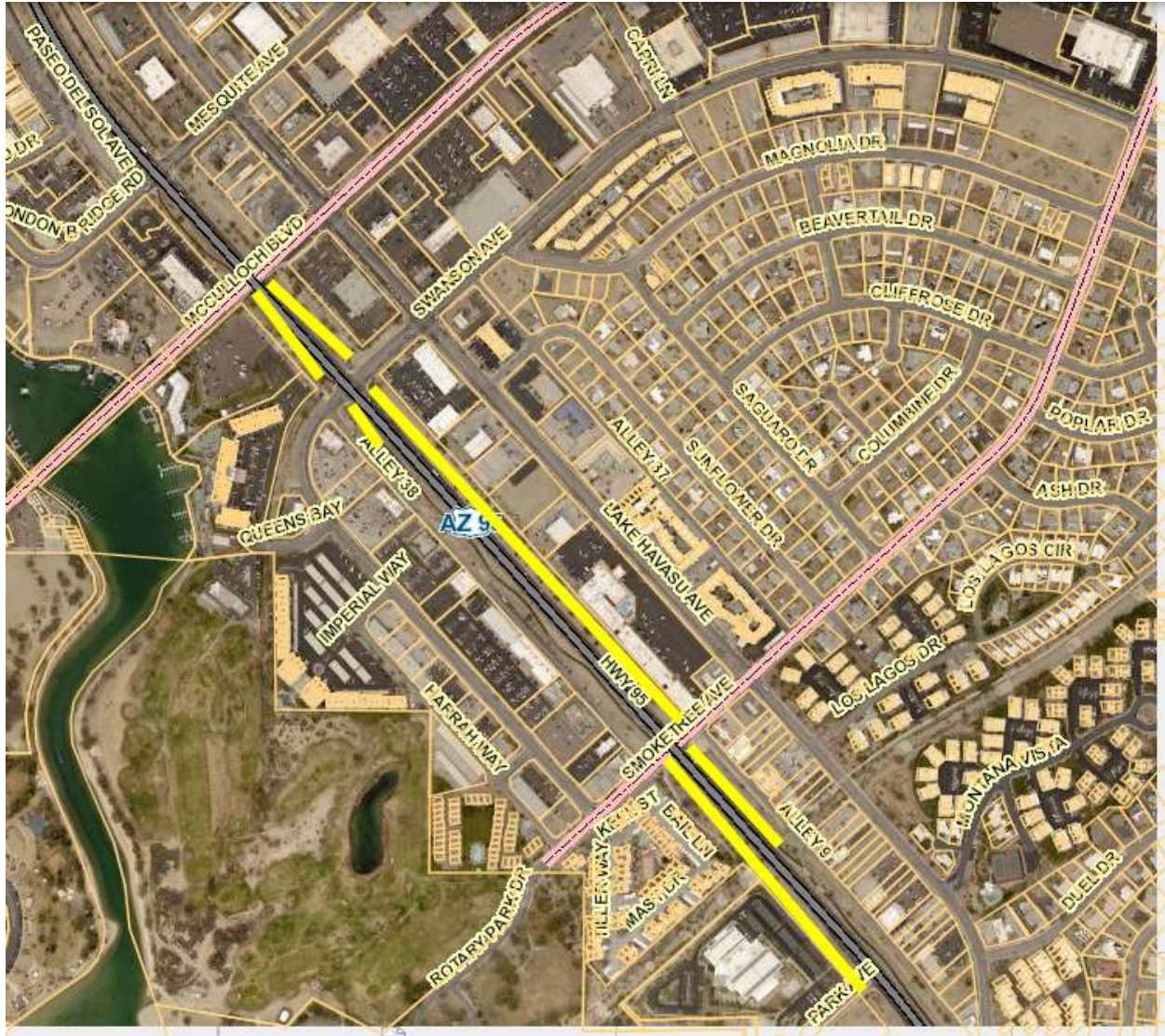


HWY Locations









Island Rocked Area

Lake Havasu City GIS



5000 NORTH Hwy 95
NORTH HAVASU BOOSTER STATION - 52,567 sq. ft.

Lake Havasu City GIS



2503 MARINER LN.
BOOSTER STATION 1

Lake Havasu City GIS



3099 McCulloch Blvd.
Booster Station 2 - 25,482 sq. ft.

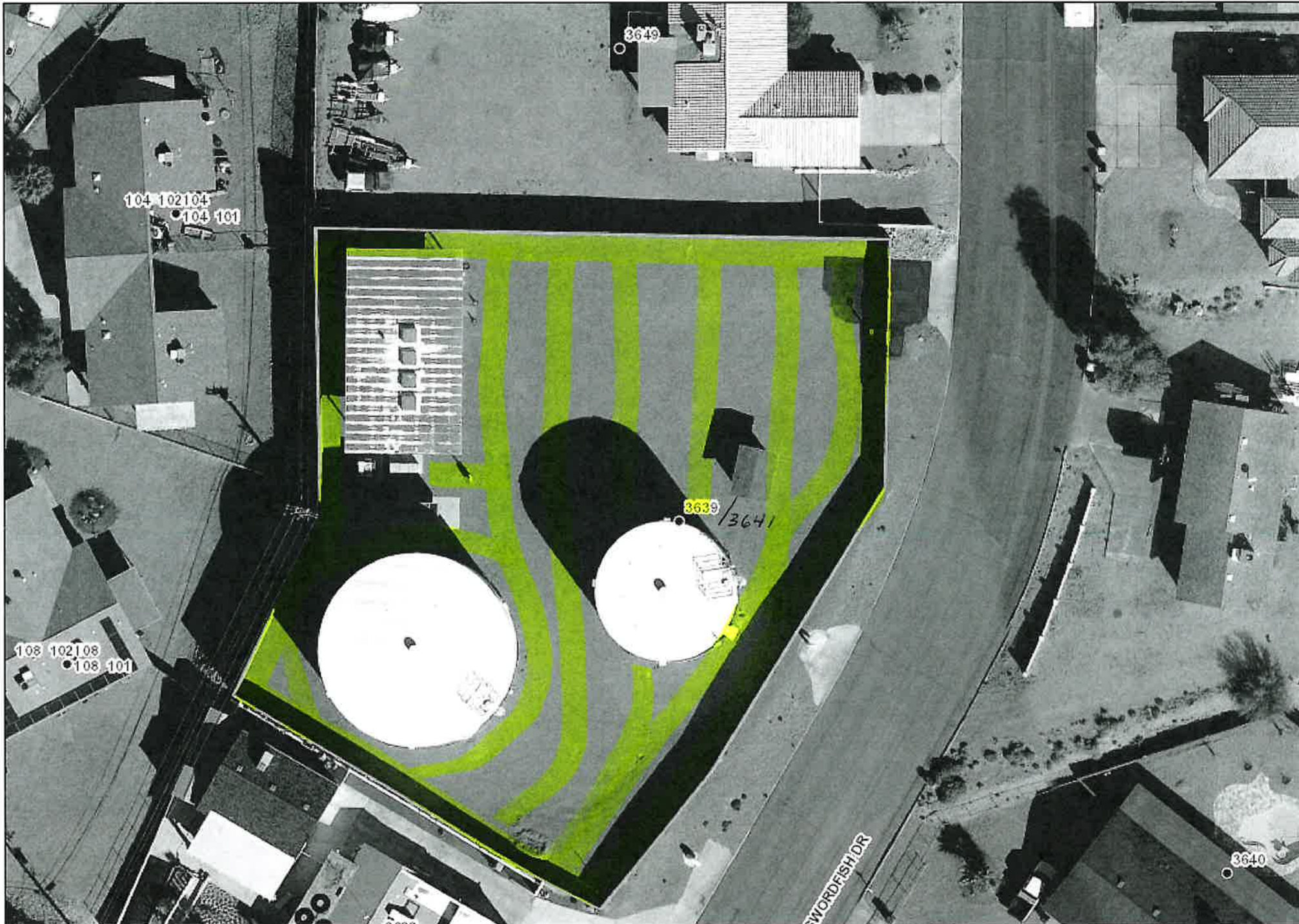
Lake Havasu City GIS



3641 SWORDFISH DR.

BOOSTER STATION 3 - 30,782 sq.ft.

Lake Havasu City GIS

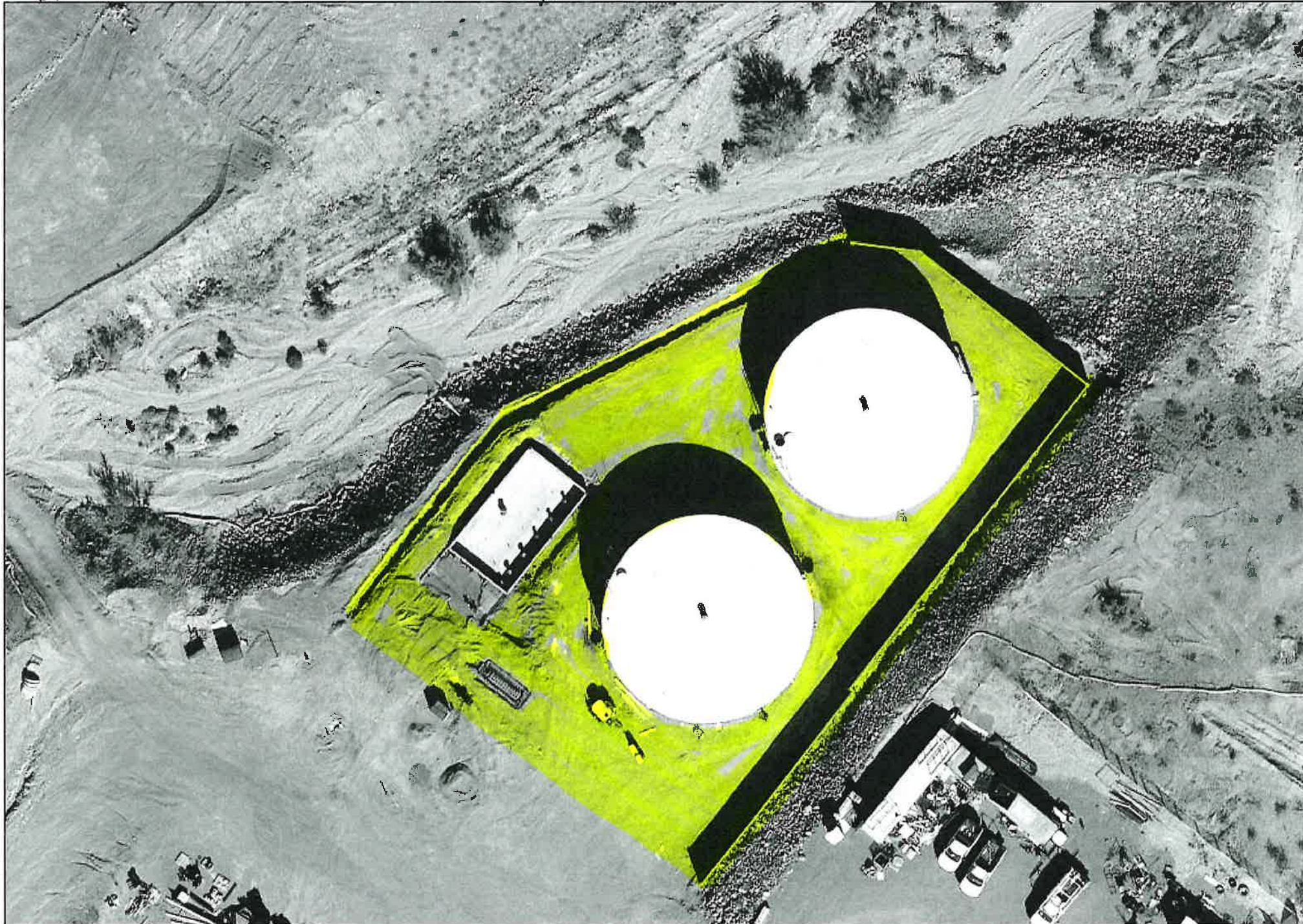


336 PACIFIC DR.
BOOSTER STATION 4 - 49,760 sq.ft.

Lake Havasu City GIS



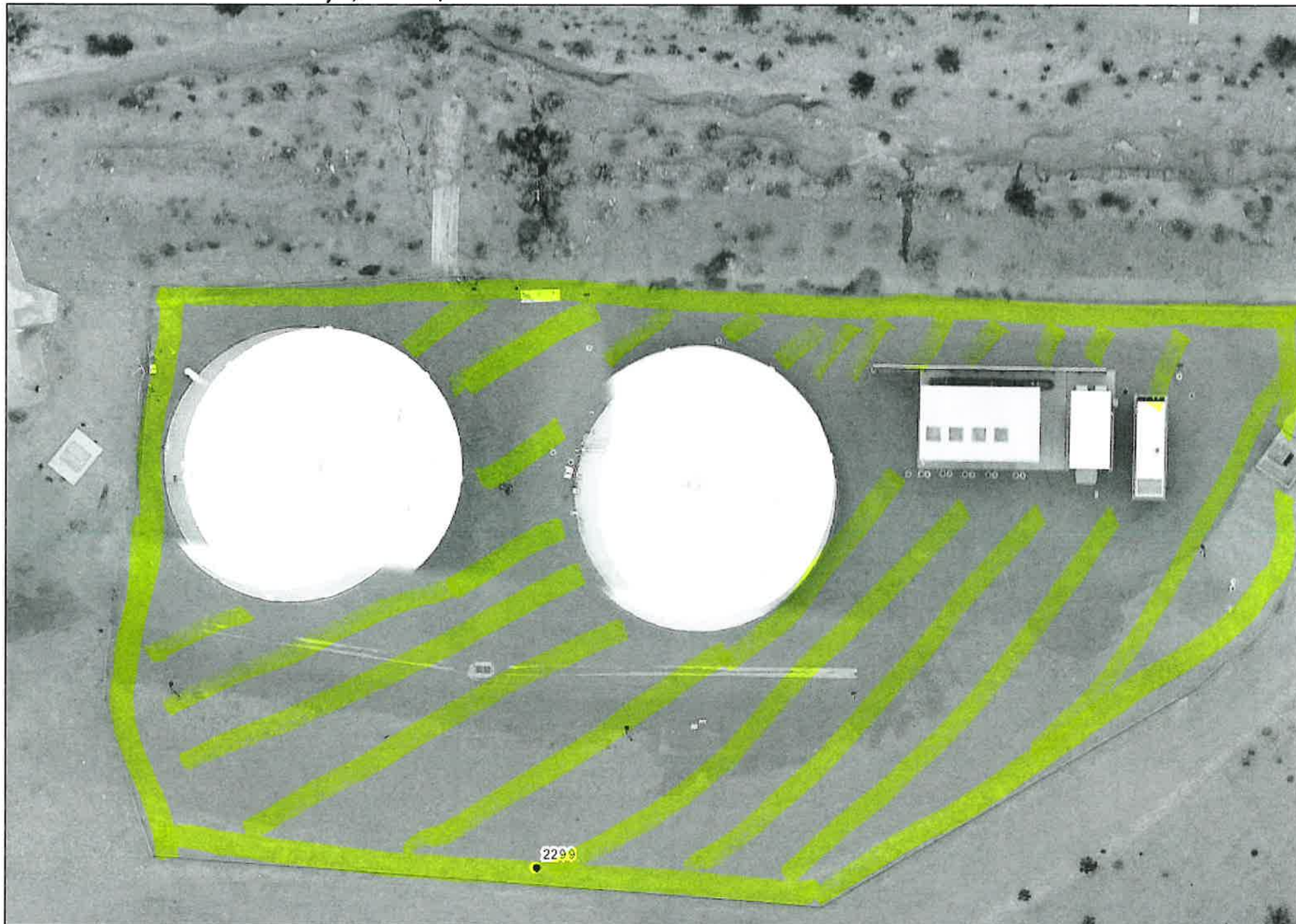
B. S. - 6 PARCEL # 113-01-030 16,370 sq. ft.



2299 ANACAPA PZ.

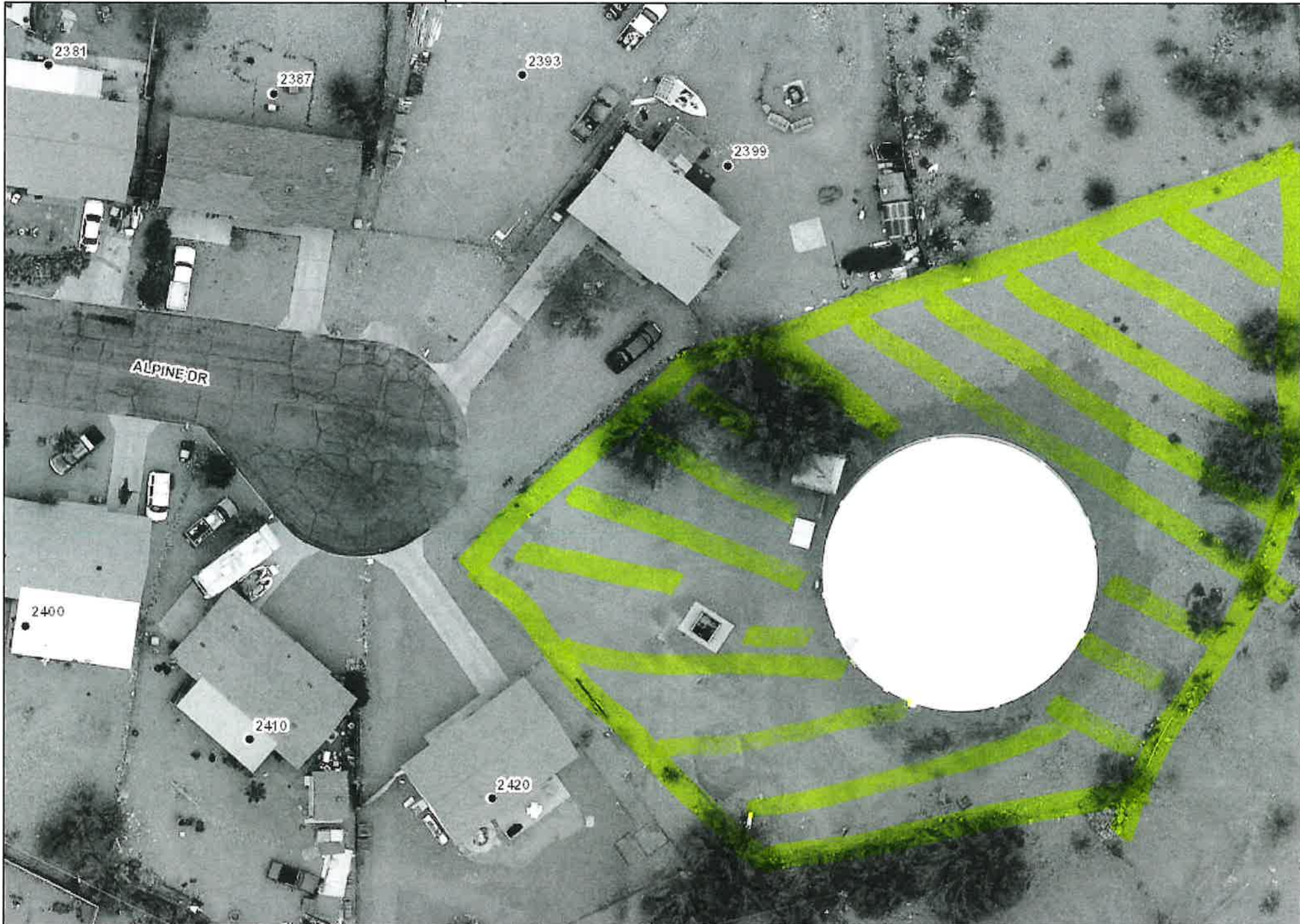
BOOSTER STATION 1B - 48,659 sq. ft.

Lake Havasu City GIS



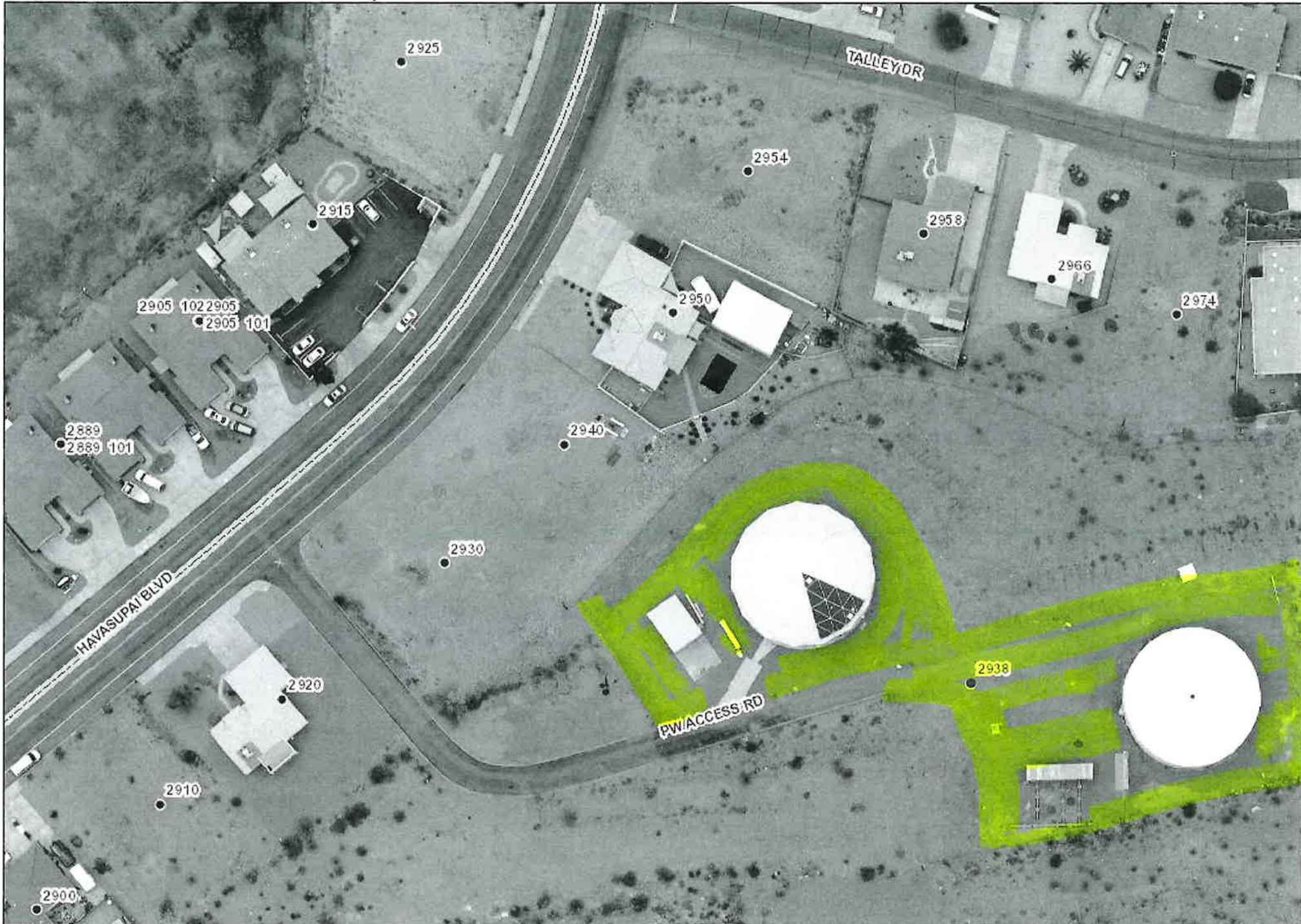
2430 ALPINE LN.
BOOSTER STATION 1A - 20,864 sq. ft.

Lake Havasu City GIS



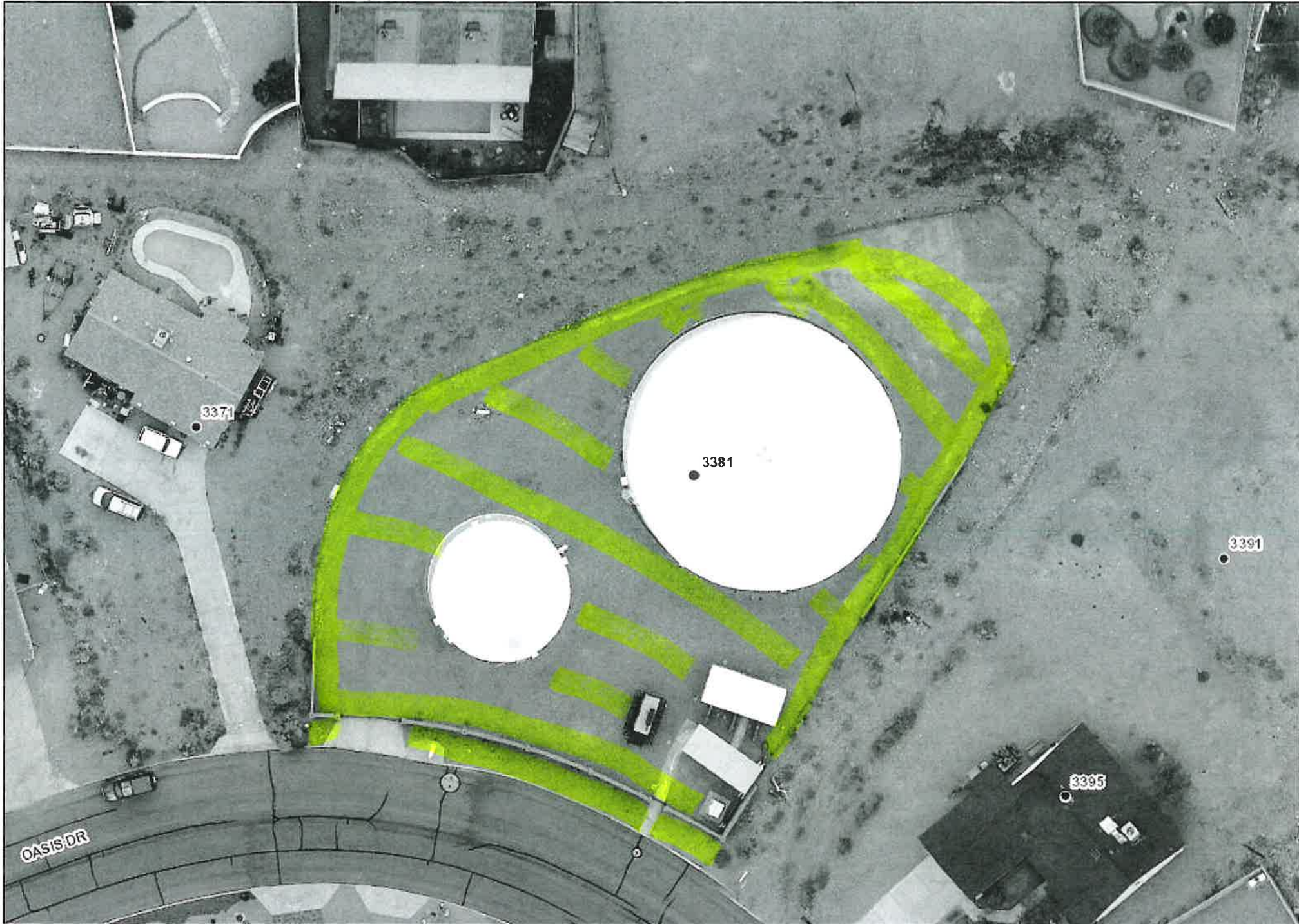
2938 HAVASUPAI BLVD.
BOOSTER STATION 2A - 87,500 sq. ft.

Lake Havasu City GIS



3381 OASIS DR.
BOOSTER STATION 3A - 22,524 sq.ft.

Lake Havasu City GIS



3764 YUCCA DR.
BOOSTER STATION 4A - 20,160 sq. ft.

Lake Havasu City GIS



4166 COLT DR.
BOOSTER STATION 5A - 14,392 sq. ft.

Lake Havasu City GIS



701 SCOUT DR.

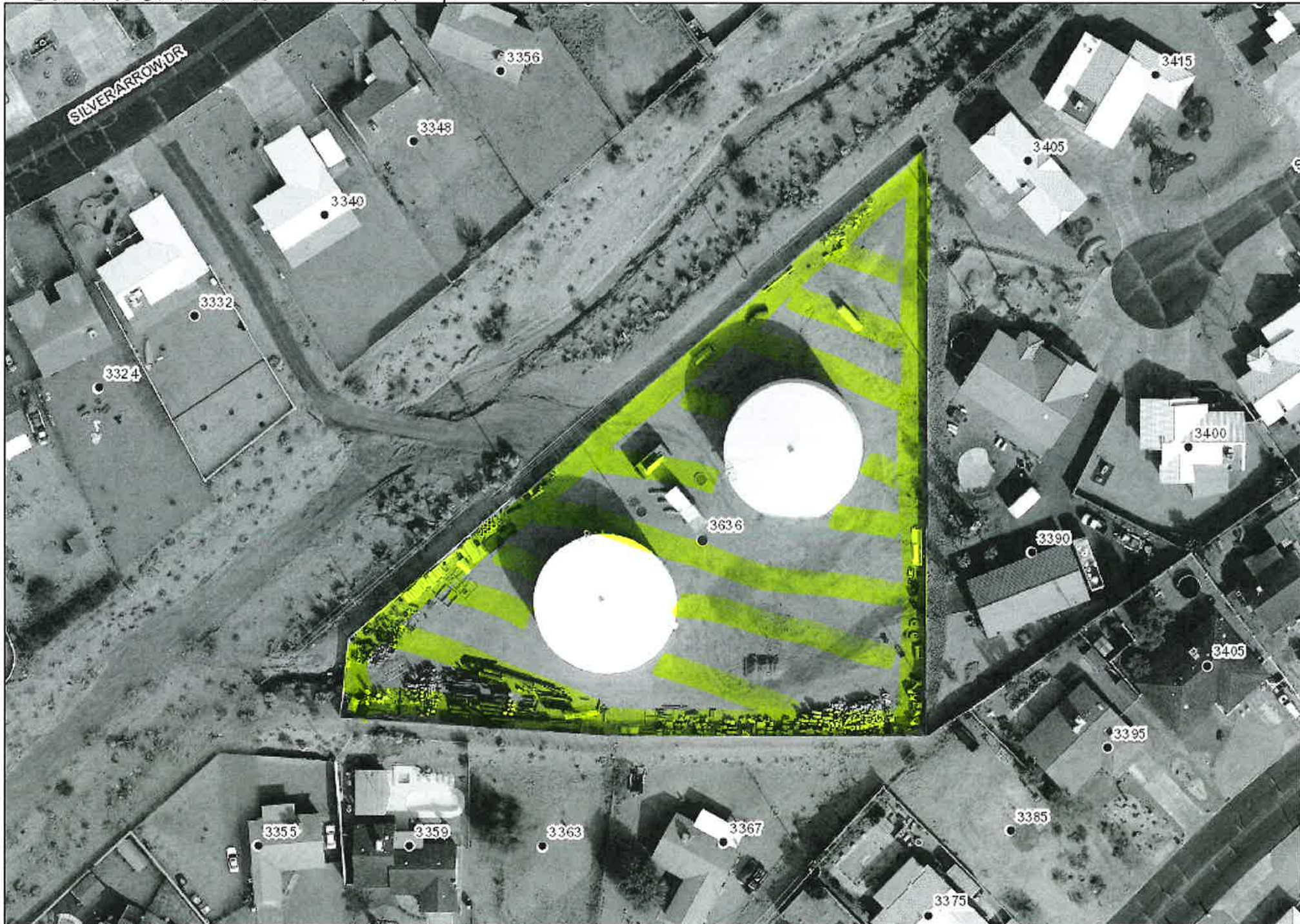
BOOSTER STATION 1C - 65,500 sq.ft.

Lake Havasu City GIS



3636 SILVER ARROW DR.
BOOSTER STATION 2 C - 80,048 sq. ft.

Lake Havasu City GIS



3946 CHICKASAW DR.
STATION 3C - 43,720 sq.ft.

Lake Havasu City GIS



ADDENDUM TWO

EXHIBIT B

EXAMPLE BID SUBMITTAL

PRINCIPAL / PRIMARY

AND

ALTERNATE

EXAMPLE BID SUBMITTAL

PRINCIPAL / PRIMARY

SEALED BID ENVELOPE LABEL

**FICTICIOUS PEST AND WEED CONTROL
1234 FICTICIOUS STREET, LHC, AZ 86403
B22-PW-500177
CITYWIDE PEST AND WEED CONTROL SERVICES
SEPTEMBER 1, 2021 3:00 P.M.**

PRINCIPAL / PRIMARY BID



**INVITATION TO BID
LAKE HAVASU CITY, ARIZONA**

ITB NO.: B22-PW-500177

FOR

Citywide Pest and Weed Control Services

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

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

BID CLOSING DATE: **September 1, 2021**

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

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

Pre-Bid Conference: None

SUBMITTED BY:

Company Name: **FICTICIOUS PEST AND WEED CONTROL**
Address: **1234 FICTICIOUS STREET, LHC, AZ 86403**
Phone No.: **928-987-6543**
Fax No.: **928-854-3210**
Contact: **Susan Jones, Estimator**
Email: **SJones@FictitiousPWC.com**

An electronic copy of this ITB and attachments, if any, is available from the City's website: [Bids and RFPs](#). All ITB documents shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected.

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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.

This form can be found at:

[Employment Eligibility Verification Form](#)

**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 <i>Taylor Jones</i>	Print Name Taylor Jones	Title Owner
Business or Organization Name Fictitious Pest and Weed Control	Business Phone Number 928-987-6543	Date (month/date/year) 08/31/2021
Address (Street Name and Number) 1234 Fictitious Street		
City, State, Zip Code Lake Havasu City, Arizona 86403		

SECTION J - BIDDER SIGNATURE PAGE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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 #	<u> 1 </u>	Dated	<u> 8/23/2021 </u>
Addendum #	<u> 2 </u>	Dated	<u> 8/24/2021 </u>
Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u> </u>	Dated	<u> </u>

- 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.:** B22-PW-500177, **ITB TITLE:** Citywide Pest and Weed Control Services, issued on July 26, 2021, as follows:

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

- 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 0 % 0 days/net 30 days.

7) Fuel Surcharges: All pricing shall be protected from increase for three (3) months from the execution date of this Contract, Purchase Order, or Notice to Proceed. Fuel charges shall not be allowed unless disclosed at the time the Vendor/Contractor submits a response to a solicitation and subsequently closed at the stated date and time. Fuel surcharges will only be allowed if the price per gallon of gasoline/diesel fuel increases more than 20 percent (20%) from the gasoline/diesel fuel prices posted on the day the solicitation closed. The index used for diesel prices is posted weekly on Highway Diesel Prices for the Rocky Mountain Region. The index for gasoline prices is Weekly Retail Gasoline/Diesel Prices for the Rocky Mountain Region. Both are posted each Monday by the Energy Information Agency at:
<http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>
http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm

If applicable, please complete the following:

- a. Fuel surcharge required: Yes No
- b. Type of fuel: Gas, or Diesel
- c. Fuel required for delivery (one way): _____ Gallons.
- d. Solicitation Closing Date _____ (mm/dd/year) / Fuel Price _____.____ Dollars/Cents.

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 Susan Jones, Estimator

SIGNATURE *Susan Jones*

ARIZONA TAX ID: _____

FEDERAL TAX ID: 85-00004424

NAME OF FIRM: Fictitious Pest and Weed Control

ADDRESS: 1234 FICTICIOUS STREET, LHC, AZ 86403

PHONE: 928-987-6543 **FAX:** 928-854-3210

EMAIL: SJones@FictitiousPWC.com

SEAL, IF BID BY CORPORATION:

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

SECTION K(A) - BID PRICE SCHEDULE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
CATEGORY A – PEST CONTROL				
BIDDER MUST PROVIDE LIST OF ALL PESTICIDES USED				
A1	12	AIRPORT		NO BID
A2	12	AQUATIC CENTER		NO BID
A3	12	C-BOOSTER		NO BID
A4	12	CITY HALL		NO BID
A5	12	FIRE STATION #1	\$45.00	\$540.00
A6	12	FIRE STATION #2	\$45.00	\$540.00
A7	12	FIRE STATION #3	\$45.00	\$540.00
A8	12	FIRE STATION #4	\$45.00	\$540.00
A9	12	FIRE STATION #5	\$45.00	\$540.00
A10	12	FIRE STATION #6	\$45.00	\$540.00
A11	12	ISLAND WASTEWATER TREATMENT PLANT		NO BID
A12	12	MULBERRY WASTEWATER TREATMENT PLANT		NO BID
A13	12	NORTH REGIONAL WASTEWATER TREATMENT PLANT		NO BID
		POLICE STATION:		NO BID
A14(i)	12	OUTSIDE		NO BID
A14(ii)	1	INSIDE (New Service Area)		NO BID
		POLICE PIMA TRAINING BUILDING (New Service Location):		NO BID
A15(i)	6	OUTSIDE		NO BID
A15(ii)	2	INSIDE		NO BID
A16	12	PUBLIC WORKS MAINTENANCE FACILITY		NO BID
A17	12	SITE SIX STORAGE FACILITY		NO BID

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		WALETA TRAINING FACILITY:		NO BID
A18(i)	12	OUTSIDE		NO BID
A18(ii)	4	INSIDE (New Service Area)		NO BID
A19	12	WATER TREATMENT PLANT		NO BID
CATEGORY A TOTAL WITHOUT TAX				\$3,240.00
REMINDER: Award may be in the aggregate, or by line item, or by category, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.				
<p style="text-align: center;">_____% APPLICABLE TAX RATE</p> <p>(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.)</p>			\$ NOT APPLICABLE	
CATEGORY A GRAND TOTAL WITH TAX				\$3,240.00

CATALOG DISCOUNT (if applicable): _____

ALTERNATE BID – ALL CATEGORY DISCOUNT (if applicable): _____
 Alternate bids will only be accepted in addition to a principal (primary) bid and to be submitted in a separate envelope clearly marked as an **“Alternate Bid”**. Reference Section E – Additional Terms and Conditions.

WARRANTY (if applicable): _____

VENDOR'S NAME: Fictitious Pest and Weed Control (PRINCIPAL/PRIMARY BID)

FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION

SECTION K(B) - BID PRICE SCHEDULE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
CATEGORY B – WEED CONTROL				
BIDDER MUST PROVIDE LIST OF ALL HERBICIDES USED				
B1	2	AIRPORT	NO BID	
B2	2	FIRE STATION #1	\$100.00	\$200.00
B3	2	FIRE STATION #2	\$100.00	\$200.00
B4	2	FIRE STATION #3	\$100.00	\$200.00
B5	2	FIRE STATION #4	\$100.00	\$200.00
B6	2	FIRE STATION #5	\$100.00	\$200.00
B7	2	FIRE STATION #6	\$100.00	\$290.00
B8	2	ISLAND WASTEWATER TREATMENT PLANT	NO BID	
B9	2	MULBERRY WASTEWATER TREATMENT PLANT	NO BID	
B10	2	NORTH REGIONAL WASTEWATER TREATMENT PLANT	NO BID	
B14	2	POLICE PIMA TRAINING BUILDING	NO BID	
B15	2	WALETA TRAINING FACILITY	NO BID	
B16	1	WATER TREATMENT PLANT	NO BID	
		HIGHWAY/ROADSIDE:		
B17	2	WEST SIDE OF HWY 95 – From Palo Verde to Mesquite	NO BID	
B18	2	EAST SIDE OF HWY 95 – From Palo Verde to Mesquite	NO BID	
B19	2	GRAND ISLAND ESTATES – Gravel minus Drainage Basins	NO BID	
B20	2	EAST SIDE OF HWY 95 – MP 181.45 to MP 180.50 of graveled area	NO BID	

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
B21	2	WEST SIDE OF HWY 95 – Sound Wall landscaped area		NO BID
B22	2	MESQUITE TO SWANSON – East side of HWY 95		NO BID
B23	2	EAST SIDE N. PALO VERDE TO KIOWA		NO BID
B24	2	WEST SIDE N. PALO VERDE TO KIOWA		NO BID
B25	2	EAST SIDE KIOWA TO ACOMA		NO BID
B26	2	WEST SIDE KIOWA TO ACOMA		NO BID
B29	2	EAST SIDE ACOMA TO INDUSTRIAL - Between HWY 95 & Culvert and corners		NO BID
B30	2	WEST SIDE ACOMA TO INDUSTRIAL		NO BID
B31	2	EAST SIDE INDUSTRIAL TO S. PALO VERDE		NO BID
B32	2	WEST SIDE INDUSTRIAL TO S. PALO VERDE - (minus Sound wall)		NO BID
B33	2	WEST SIDE MESQUITE TO SWANSON		NO BID
B34	2	EAST SIDE SWANSON TO SMOKETREE		NO BID
B35	2	WEST SIDE SMOKETREE TO AQUATIC CENTER/TRI-M GOLD		NO BID
B36	2	EAST SIDE GOLD ROCK – South of Smoketree		NO BID
B37	2	ISLAND PATH ROCKED AREA – Treatment Plant East to Corner		NO BID
		WATER BOOSTER STATIONS:		NO BID
B38	1	NORTH HAVASU BOOSTER STATION		NO BID
B39	1	BOOSTER STATION 1		NO BID
B40	1	BOOSTER STATION 2		NO BID
B41	1	BOOSTER STATION 3		NO BID
B42	1	BOOSTER STATION 4		NO BID
B43	1	BOOSTER STATION 6		NO BID
B44	1	BOOSTER STATION 1B		NO BID
B45	1	BOOSTER STATION 1A		NO BID
B46	1	BOOSTER STATION 2A		NO BID
B47	1	BOOSTER STATION 3A		NO BID

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
B48	1	BOOSTER STATION 4A		NO BID
B49	1	BOOSTER STATION 5A		NO BID
B50	1	BOOSTER STATION 1C		NO BID
B51	1	BOOSTER STATION 2C		NO BID
B52	1	BOOSTER STATION 3C		NO BID
CATEGORY B TOTAL WITHOUT TAX			\$1,200.00	
<p>REMINDER: Award may be in the aggregate, or by line item, or by category, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.</p>				
<p align="center">____% APPLICABLE TAX RATE</p> <p>(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.)</p>			<p>\$ NOT APPLICABLE</p>	
CATEGORY B GRAND TOTAL WITH TAX			\$1,200.00	

CATALOG DISCOUNT (if applicable): _____

ALTERNATE BID – ALL CATEGORY DISCOUNT (if applicable): _____
 Alternate bids will only be accepted in addition to a principal (primary) bid and to be submitted in a separate envelope clearly marked as an **“Alternate Bid”**. Reference Section E – Additional Terms and Conditions.

WARRANTY (if applicable): _____ 6-Month _____

VENDOR'S NAME: _____ Fictitious Pest and Weed Control (PRINCIPAL/PRIMARY BID) _____

FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION

SECTION K(C) - BID PRICE SCHEDULE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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

ITEM NBR	QTY (Est)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
CATEGORY C – MISCELLANEOUS SERVICES (upon request)					
C1	1 Bldg	PER FOOT	TERMIDOR TERMITICIDE OR APPROVED EQUAL (Extended Price Bid Basis: per foot price extended on a 11,005 sq ft building, use Fire Station 2 as the bid example, Monolithic Slab Construction Type)	NO BID	
C2(i)	11	LOCATIONS	MICE / RAT BAIT APPLICATION SET-UP	\$75.00	\$825.00
C2(ii)	105	EA	MICE / RAT BAIT REPLENISHMENT	\$1.50	\$157.50
C2(iii)	9	LOCATIONS	MICE / RAT – RODENT MONTHLY FLAT RATE BASIS	NO BID	
C3	20	EA	BEE / WASP / HORNET NEST REMOVAL WATER METER	NO BID	
C4	1	EA	BEE / WASP / HORNET NEST REMOVAL WATER TANK	NO BID	
C5	1	HOURLY RATE	ADDITIONAL PEST CONTROL HOURLY RATE: MISC SERVICE	\$100.00	\$100.00
C6	1	HOURLY RATE	ADDITIONAL WEED CONTROL HOURLY RATE: MISC SERVICE	\$100.00	\$100.00
CATEGORY C (C1 – C6) TOTAL WITHOUT TAX				\$1,182.50	
C7	NA	% MARK UP	ADDITIONAL PEST CONTROL MATERIALS: MARK UP OVER COSTS	NO BID	
C8	NA	% DISCOUNT	ADDITIONAL PEST CONTROL MATERIALS: DISCOUNT OFF MSRP-PUBLISHED PRICE LIST	NO BID	
C9	NA	% MARK UP	ADDITIONAL WEED CONTROL MATERIALS: MARK UP OVER COSTS	NO BID	
C10	NA	% DISCOUNT	ADDITIONAL WEED CONTROL MATERIALS: DISCOUNT OFF MSRP-PUBLISHED PRICE LIST	NO BID	
_____ % APPLICABLE TAX RATE (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.)				\$ NOT APPLICABLE	
CATEGORY C (C1 – C6) GRAND TOTAL WITH TAX				\$1,182.50	
<p>REMINDER: Award may be in the aggregate, or by line item, or by category, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.</p>					

SECTION K(C) - BID PRICE SCHEDULE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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

CATALOG DISCOUNT (if applicable): _____

ALTERNATE BID – ALL CATEGORY DISCOUNT (if applicable): _____

Alternate bids will only be accepted in addition to a principal (primary) bid and to be submitted in a separate envelope clearly marked as an **“Alternate Bid”**. Reference Section E – Additional Terms and Conditions.

WARRANTY (if applicable): _____

VENDOR'S NAME: _____ Fictitious Pest and Weed Control (PRINICIPAL/PRIMARY BID)

FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION

SECTION L - EXCEPTIONS TO SPECIFICATIONS

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
	NO EXCEPTIONS
	ALTERNATE BID SUBMITTED SEPARATELY

VENDOR'S NAME: Fictitious Pest and Weed Control (PRINICIPAL/PRIMARY BID)

FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION

SECTION M - REFERENCES

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

1. Agency/Company MOHAVE COUNTY PUBLIC WORKS – FACILITIES MAINT.
Address 3715 Sunshine Dr, Kingman, AZ 86409
Phone/Fax: 928-757-0910 / No Fax Number Available
Contact **Name,** John Mieding, Construction and Facility Engineer Manager
Title, Email John.Mieding@mohavecounty.us

2. Agency/Company STATE OF ARIZONA, LAKE HAVASU STATE PARKS
Address 699 London Bridge Road, LHC, AZ 86403
Phone/Fax: 928-855-2784 / No Fax Number Available
Contact **Name,**
Title, Email maintenance@azparks.gov

3. Agency/Company LAKE HAVASU UNIFIED SCHOOL DISTRICT
Address 2200 Havasupai Blvd, LHC, AZ 86403
Phone/Fax: 928-505-6900 / 928-505-6999
Contact **Name,** Facilities Superintendent
Title, Email facilities@havasu.k12.az.us

4. Agency/Company HAVASU REGIONAL MEDICAL CENTER
Address 101 Civic Center Ln, LHC, AZ 86403
Phone/Fax: 928-855-8185 / 928-505-5778
Contact **Name,**
Title, Email customerservice@hrmc.net

5. Agency/Company LAKE HAVASU CITY FIRE DEPARTMENT
Address 2330 McCulloch Blvd N, LHC, AZ 86403
Phone/Fax: 928-855-1141
Contact **Name,** Kathy Myers, Administrative Specialist
Title, Email MyersK@lhcaz.gov

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

VENDOR'S NAME: Fictitious Pest and Weed Control (PRINICIPAL/PRIMARY BID)

EXAMPLE BID SUBMITTAL

ALTERNATE

SEPARATE / ALTERNATE SEALED BID ENVELOPE LABEL

**FICTICIOUS PEST AND WEED CONTROL
1234 FICTICIOUS STREET, LHC, AZ 86403
B22-PW-500177
CITYWIDE PEST AND WEED CONTROL SERVICES
SEPTEMBER 1, 2021 3:00 P.M.**

ALTERNATE BID



**INVITATION TO BID
LAKE HAVASU CITY, ARIZONA**

ITB NO.: B22-PW-500177

FOR

Citywide Pest and Weed Control Services

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

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

BID CLOSING DATE: **September 1, 2021**

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

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

Pre-Bid Conference: None

SUBMITTED BY:

Company Name: **FICTICIOUS PEST AND WEED CONTROL**
Address: **1234 FICTICIOUS STREET, LHC, AZ 86403**
Phone No.: **928-987-6543**
Fax No.: **928-854-3210**
Contact: **Susan Jones, Estimator**
Email: **SJones@FictitiousPWC.com**

An electronic copy of this ITB and attachments, if any, is available from the City's website: [Bids and RFPs](#). All ITB documents shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected.

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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.

This form can be found at:

[Employment Eligibility Verification Form](#)

**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 <i>Taylor Jones</i>	Print Name Taylor Jones	Title Owner
Business or Organization Name Fictitious Pest and Weed Control	Business Phone Number 928-987-6543	Date (month/date/year) 08/31/2021
Address (Street Name and Number) 1234 Fictitious Street		
City, State, Zip Code Lake Havasu City, Arizona 86403		

SECTION J - BIDDER SIGNATURE PAGE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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 #	<u> 1 </u>	Dated	<u> 8/23/2021 </u>
Addendum #	<u> 2 </u>	Dated	<u> 8/24/2021 </u>
Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u> </u>	Dated	<u> </u>

- 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.:** B22-PW-500177, **ITB TITLE:** Citywide Pest and Weed Control Services, issued on July 26, 2021, as follows:

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

- 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 0 % 0 days/net 30 days.

7) Fuel Surcharges: All pricing shall be protected from increase for three (3) months from the execution date of this Contract, Purchase Order, or Notice to Proceed. Fuel charges shall not be allowed unless disclosed at the time the Vendor/Contractor submits a response to a solicitation and subsequently closed at the stated date and time. Fuel surcharges will only be allowed if the price per gallon of gasoline/diesel fuel increases more than 20 percent (20%) from the gasoline/diesel fuel prices posted on the day the solicitation closed. The index used for diesel prices is posted weekly on Highway Diesel Prices for the Rocky Mountain Region. The index for gasoline prices is Weekly Retail Gasoline/Diesel Prices for the Rocky Mountain Region. Both are posted each Monday by the Energy Information Agency at:
<http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>
http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm

If applicable, please complete the following:

- a. Fuel surcharge required: Yes No
- b. Type of fuel: Gas, or Diesel
- c. Fuel required for delivery (one way): _____ Gallons.
- d. Solicitation Closing Date _____ (mm/dd/year) / Fuel Price _____.____ Dollars/Cents.

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 Susan Jones, Estimator

SIGNATURE *Susan Jones*

ARIZONA TAX ID: _____

FEDERAL TAX ID: 85-00004424

NAME OF FIRM: Fictitious Pest and Weed Control

ADDRESS: 1234 FICTICIOUS STREET, LHC, AZ 86403

PHONE: 928-987-6543 **FAX:** 928-854-3210

EMAIL: SJones@FictitiousPWC.com

SEAL, IF BID BY CORPORATION:

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

SECTION K(A) - BID PRICE SCHEDULE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
CATEGORY A – PEST CONTROL				
BIDDER MUST PROVIDE LIST OF ALL PESTICIDES USED				
A1	12	AIRPORT		NO BID
A2	12	AQUATIC CENTER		NO BID
A3	12	C-BOOSTER		NO BID
A4	12	CITY HALL		NO BID
A5	12	FIRE STATION #1	\$90.00	\$1,080.00
A6	12	FIRE STATION #2		Included in above
A7	12	FIRE STATION #3		Included in above
A8	12	FIRE STATION #4		Included in above
A9	12	FIRE STATION #5		Included in above
A10	12	FIRE STATION #6		Included in above
A11	12	ISLAND WASTEWATER TREATMENT PLANT		NO BID
A12	12	MULBERRY WASTEWATER TREATMENT PLANT		NO BID
A13	12	NORTH REGIONAL WASTEWATER TREATMENT PLANT		NO BID
		POLICE STATION:		NO BID
A14(i)	12	OUTSIDE		NO BID
A14(ii)	1	INSIDE (New Service Area)		NO BID
		POLICE PIMA TRAINING BUILDING (New Service Location):		NO BID
A15(i)	6	OUTSIDE		NO BID
A15(ii)	2	INSIDE		NO BID
A16	12	PUBLIC WORKS MAINTENANCE FACILITY		NO BID
A17	12	SITE SIX STORAGE FACILITY		NO BID

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		WALETA TRAINING FACILITY:		NO BID
A18(i)	12	OUTSIDE		NO BID
A18(ii)	4	INSIDE (New Service Area)		NO BID
A19	12	WATER TREATMENT PLANT		NO BID
CATEGORY A TOTAL WITHOUT TAX				\$1,080.00
REMINDER: Award may be in the aggregate, or by line item, or by category, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.				
<p style="text-align: center;">_____% APPLICABLE TAX RATE</p> <p>(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.)</p>			\$ NOT APPLICABLE	
CATEGORY A GRAND TOTAL WITH TAX				\$1,080.00

CATALOG DISCOUNT (if applicable): _____

ALTERNATE BID – ALL CATEGORY DISCOUNT: 5% (All 3 Categories–Fire Stations Only)
 Alternate bids will only be accepted in addition to a principal (primary) bid and to be submitted in a separate envelope clearly marked as an “**Alternate Bid**”. Reference Section E – Additional Terms and Conditions.

WARRANTY (if applicable): _____

VENDOR'S NAME: Fictitious Pest and Weed Control (**ALTERNATE BID**)

FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION

SECTION K(B) - BID PRICE SCHEDULE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
CATEGORY B – WEED CONTROL				
BIDDER MUST PROVIDE LIST OF ALL HERBICIDES USED				
B1	2	AIRPORT	NO BID	
B2	2	FIRE STATION #1	\$75.00	\$150.00
B3	2	FIRE STATION #2	\$75.00	\$150.00
B4	2	FIRE STATION #3	\$75.00	\$150.00
B5	2	FIRE STATION #4	\$75.00	\$150.00
B6	2	FIRE STATION #5	\$75.00	\$150.00
B7	2	FIRE STATION #6	\$75.00	\$150.00
B8	2	ISLAND WASTEWATER TREATMENT PLANT	NO BID	
B9	2	MULBERRY WASTEWATER TREATMENT PLANT	NO BID	
B10	2	NORTH REGIONAL WASTEWATER TREATMENT PLANT	NO BID	
B11	2	POLICE PIMA TRAINING BUILDING	NO BID	
B12	2	WALETA TRAINING FACILITY	NO BID	
B13	1	WATER TREATMENT PLANT	NO BID	
		HIGHWAY/ROADSIDE:		
B14	2	WEST SIDE OF HWY 95 – From Palo Verde to Mesquite	NO BID	
B15	2	EAST SIDE OF HWY 95 – From Palo Verde to Mesquite	NO BID	
B16	2	GRAND ISLAND ESTATES – Gravel minus Drainage Basins	NO BID	
B17	2	EAST SIDE OF HWY 95 – MP 181.45 to MP 180.50 of graveled area	NO BID	
B18	2	WEST SIDE OF HWY 95 – Sound Wall landscaped area	NO BID	

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
B19	2	MESQUITE TO SWANSON – East side of HWY 95		NO BID
B20	2	EAST SIDE N. PALO VERDE TO KIOWA		NO BID
B21	2	WEST SIDE N. PALO VERDE TO KIOWA		NO BID
B22	2	EAST SIDE KIOWA TO ACOMA		NO BID
B23	2	WEST SIDE KIOWA TO ACOMA		NO BID
B24	2	EAST SIDE ACOMA TO INDUSTRIAL - Between HWY 95 & Culvert and corners		NO BID
B25	2	WEST SIDE ACOMA TO INDUSTRIAL		NO BID
B26	2	EAST SIDE INDUSTRIAL TO S. PALO VERDE		NO BID
B27	2	WEST SIDE INDUSTRIAL TO S. PALO VERDE - (minus Sound wall)		NO BID
B28	2	WEST SIDE MESQUITE TO SWANSON		NO BID
B29	2	EAST SIDE SWANSON TO SMOKETREE		NO BID
B30	2	WEST SIDE SMOKETREE TO AQUATIC CENTER/TRI-M GOLD		NO BID
B31	2	EAST SIDE GOLD ROCK – South of Smoketree		NO BID
B32	2	ISLAND PATH ROCKED AREA – Treatment Plant East to Corner		NO BID
		WATER BOOSTER STATIONS:		NO BID
B33	1	NORTH HAVASU BOOSTER STATION		NO BID
B34	1	BOOSTER STATION 1		NO BID
B35	1	BOOSTER STATION 2		NO BID
B36	1	BOOSTER STATION 3		NO BID
B37	1	BOOSTER STATION 4		NO BID
B38	1	BOOSTER STATION 6		NO BID
B39	1	BOOSTER STATION 1B		NO BID
B40	1	BOOSTER STATION 1A		NO BID
B41	1	BOOSTER STATION 2A		NO BID
B42	1	BOOSTER STATION 3A		NO BID
B43	1	BOOSTER STATION 4A		NO BID
B44	1	BOOSTER STATION 5A		NO BID

ITEM NBR	ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
B45	1	BOOSTER STATION 1C		NO BID
B46	1	BOOSTER STATION 2C		NO BID
B47	1	BOOSTER STATION 3C		NO BID
CATEGORY B TOTAL WITHOUT TAX			\$900.00	
REMINDER: Award may be in the aggregate, or by line item, or by category, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.				
<p style="text-align: right;">_____% APPLICABLE TAX RATE</p> (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.)			\$ NOT APPLICABLE	
CATEGORY B GRAND TOTAL WITH TAX			\$900.00	

CATALOG DISCOUNT (if applicable): _____

ALTERNATE BID – ALL CATEGORY DISCOUNT: 5% (All 3 Categories–Fire Stations Only)

Alternate bids will only be accepted in addition to a principal (primary) bid and to be submitted in a separate envelope clearly marked as an “**Alternate Bid**”. Reference Section E – Additional Terms and Conditions.

WARRANTY (if applicable): _____ 6-Month _____

VENDOR'S NAME: _____ Fictitious Pest and Weed Control (ALTERNATE BID) _____

FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION

SECTION K(C) - BID PRICE SCHEDULE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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

ITEM NBR	QTY (Est)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDE D PRICE
CATEGORY C – MISCELLANEOUS SERVICES (upon request)					
C1	1 Bldg	PER FOOT	TERMIDOR TERMITICIDE OR APPROVED EQUAL (Extended Price Bid Basis: per foot price extended on a 11,005 sq ft building, use Fire Station 2 as the bid example, Monolithic Slab Construction Type)	NO BID	
C2(i)	11	LOCATIONS	MICE / RAT BAIT APPLICATION SET-UP	\$50.00	\$550.00
C2(ii)	105	EA	MICE / RAT BAIT REPLENISHMENT (as required)	\$1.00	\$105.00
C2(iii)	9	LOCATIONS	MICE / RAT – RODENT MONTHLY FLAT RATE BASIS	NO BID	
C3	20	EA	BEE / WASP / HORNET NEST REMOVAL WATER METER	NO BID	
C4	1	EA	BEE / WASP / HORNET NEST REMOVAL WATER TANK	NO BID	
C5	1	HOURLY RATE	ADDITIONAL PEST CONTROL HOURLY RATE: MISC SERVICE	\$100.00	\$100.00
C6	1	HOURLY RATE	ADDITIONAL WEED CONTROL HOURLY RATE: MISC SERVICE	\$100.00	\$100.00
CATEGORY C (C1 – C6) TOTAL WITHOUT TAX				\$855.00	
C7	NA	% MARK UP	ADDITIONAL PEST CONTROL MATERIALS: MARK UP OVER COSTS	NO BID	
C8	NA	% DISCOUNT	ADDITIONAL PEST CONTROL MATERIALS: DISCOUNT OFF MSRP-PUBLISHED PRICE LIST	NO BID	
C9	NA	% MARK UP	ADDITIONAL WEED CONTROL MATERIALS: MARK UP OVER COSTS	NO BID	
C10	NA	% DISCOUNT	ADDITIONAL WEED CONTROL MATERIALS: DISCOUNT OFF MSRP-PUBLISHED PRICE LIST	NO BID	
_____ % APPLICABLE TAX RATE (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.)				\$ NOT APPLICABLE	
CATEGORY C (C1 – C6) GRAND TOTAL WITH TAX				\$855.00	
<p>REMINDER: Award may be in the aggregate, or by line item, or by category, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.</p>					

SECTION K(C) - BID PRICE SCHEDULE

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

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

CATALOG DISCOUNT (if applicable): _____

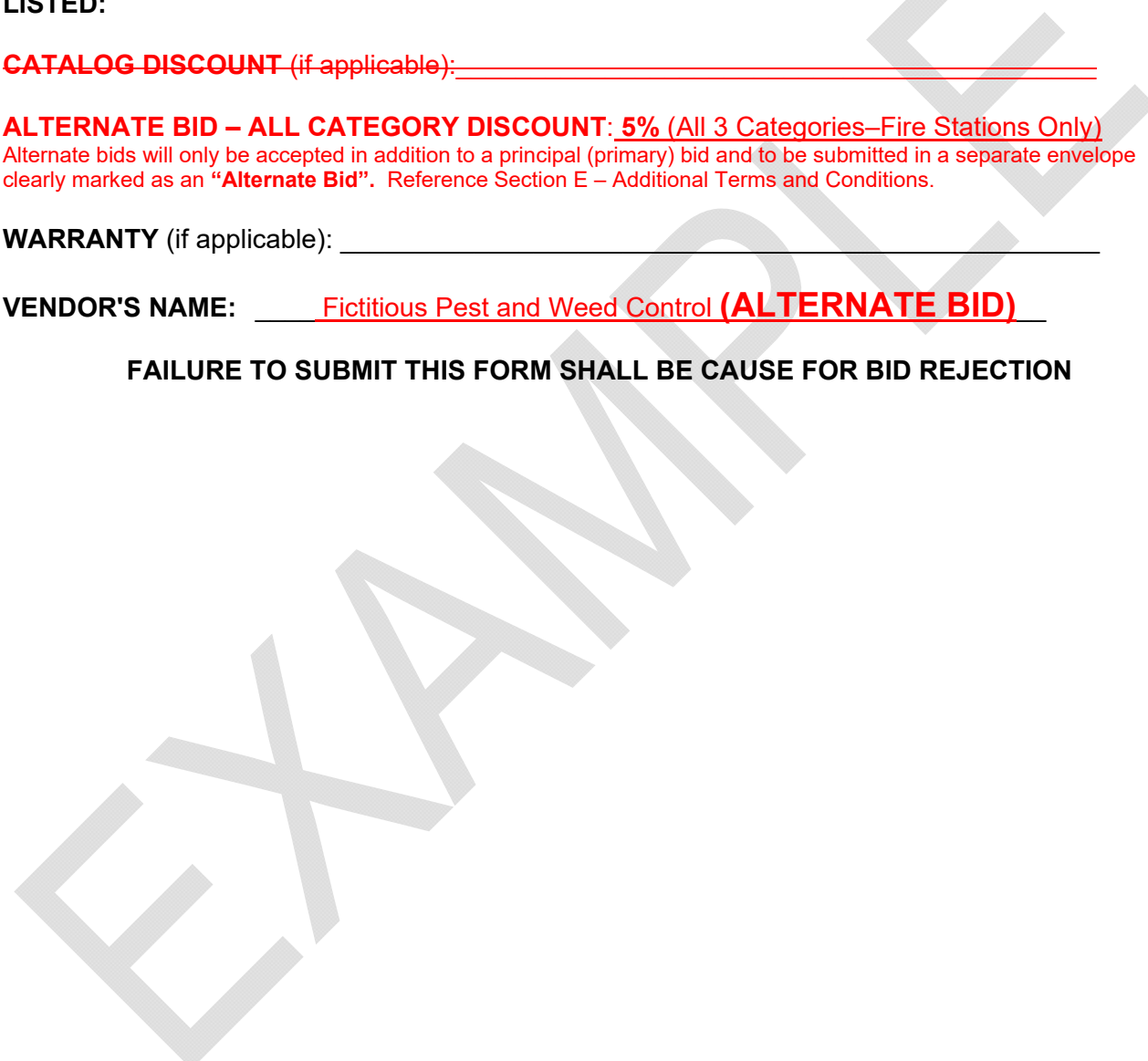
ALTERNATE BID – ALL CATEGORY DISCOUNT: 5% (All 3 Categories–Fire Stations Only)

Alternate bids will only be accepted in addition to a principal (primary) bid and to be submitted in a separate envelope clearly marked as an “**Alternate Bid**”. Reference Section E – Additional Terms and Conditions.

WARRANTY (if applicable): _____

VENDOR'S NAME: Fictitious Pest and Weed Control (**ALTERNATE BID**)

FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION



SECTION M - REFERENCES

ITB NO.: B22-PW-500177

ITB TITLE: Citywide Pest and Weed Control Services

1. Agency/Company MOHAVE COUNTY PUBLIC WORKS – FACILITIES MAINT.
Address 3715 Sunshine Dr, Kingman, AZ 86409
Phone/Fax: 928-757-0910 / No Fax Number Available
Contact Name, Title, Email John Mieding, Construction and Facility Engineer Manager
John.Mieding@mohavecounty.us
2. Agency/Company STATE OF ARIZONA, LAKE HAVASU STATE PARKS
Address 699 London Bridge Road, LHC, AZ 86403
Phone/Fax: 928-855-2784 / No Fax Number Available
Contact Name, Title, Email maintenance@azparks.gov
3. Agency/Company LAKE HAVASU UNIFIED SCHOOL DISTRICT
Address 2200 Havasupai Blvd, LHC, AZ 86403
Phone/Fax: 928-505-6900 / 928-505-6999
Contact Name, Title, Email Facilities Superintendent
facilities@havasu.k12.az.us
4. Agency/Company HAVASU REGIONAL MEDICAL CENTER
Address 101 Civic Center Ln, LHC, AZ 86403
Phone/Fax: 928-855-8185 / 928-505-5778
Contact Name, Title, Email customerservice@hrmc.net
5. Agency/Company LAKE HAVASU CITY FIRE DEPARTMENT
Address 2330 McCulloch Blvd N, LHC, AZ 86403
Phone/Fax: 928-855-1141
Contact Name, Title, Email Kathy Myers, Administrative Specialist
MyersK@lhcaz.gov

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

VENDOR'S NAME: Fictitious Pest and Weed Control (PRINCIPAL/PRIMARY BID)