



INVITATION TO BID
LAKE HAVASU CITY, ARIZONA
ITB NO.: B24-LHC CRT AND PARKS AND REC-500407
FOR
JANITORIAL SERVICES AT TWO CITY FACILITIES

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

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

BID CLOSING DATE: OCTOBER 11, 2023

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

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

MANDATORY PRE-BID MEETING: To accommodate the mandatory requirement, two Pre-Bid Meetings will be held for each location. One time attendance is Mandatory for each location.

Tuesday, September 12, 2023, or September 26, 2023, 9:30a.m. Arizona Time, Lake Havasu City Courthouse, 92 Acoma Blvd, Lake Havasu City, Arizona 86403, will begin at the front of the building.

Tuesday, September 12, 2023, or September 26, 2023, 11:00 a.m. Arizona Time, Parks and Recreation Department, 100 Park Ave., Lake Havasu City, Arizona 86403, will begin at the Aquatic Center front entrance.

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:
<https://www.lhcaz.gov/budget-and-finance/bids-rfps> . Electronic bids may be submitted via the City's DemandStar Network at
<https://www.demandstar.com/beta/buyers/bids/420803/details>

ITB NO.:B24-LHC COURT, PARKS AND REC-500407
ITB TITLE: JANITORIAL SERVICES AT TWO CITY FACILITIES

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SECTION A - INVITATION TO BID	3
SECTION B - INSTRUCTIONS TO BIDDERS.....	4
SECTION C - SERVICES CONTRACT TERMS AND CONDITIONS	8
SECTION E - ADDITIONAL TERMS AND CONDITIONS	24
SECTION F - INSURANCE REQUIREMENTS.....	26
SECTION G1 - NO BID NOTIFICATION	27
SECTION G2 INTENT TO ATTEND MANDATORY PRE-BID AND INTENT TO BID NOTIFICATION	28
SECTION H – SCOPE OF WORK.....	29
SECTION I - BIDDER SIGNATURE PAGE	42
SECTION J - BID PRICE SCHEDULE.....	44
SECTION K - EXCEPTIONS TO SPECIFICATIONS	45
SECTION L - REFERENCES	46

SECTION A - INVITATION TO BID

ITB NO.: B24-LHC COURT, PARKS AND REC-500407

ITB TITLE: JANITORIAL SERVICES AT TWO CITY FACILITIES

ITB DESCRIPTION: JANITORIAL SERVICES TO BE PROVIDED TO LHC MUNICIPAL COURT AND LAKE HAVASU CITY PARK AND RECREATION DEPARTMENT.

ITB NOTICE: Notice is hereby given that sealed bids 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 October 11, 2023**

MANDATORY PRE-BID MEETING: To accommodate the mandatory requirement, two Pre-Bid Meetings will be held for each location. One time attendance is Mandatory for each location.

Tuesday, September 12, 2023, or September 26, 2023, 9:30a.m. Arizona Time, Lake Havasu City Courthouse, 92 Acoma Blvd, Lake Havasu City, Arizona 86403, will begin at the front of the building.

Tuesday, September 12, 2023, or September 26, 2023, 11:00 a.m. Arizona Time, Parks and Recreation Department, 100 Park Ave., Lake Havasu City, Arizona 86403, will begin at the Aquatic Center front entrance.

Public openings may be attended in-person or virtually by accessing the following video conferencing system:

To join the opening on a computer or mobile phone:

<https://bluejeans.com/2330864044?src=calendarLink>

Phone Dial-in

+1.408.740.7256 (US (San Jose))

+1.888.240.2560 (US Toll Free)

Meeting ID: 233 086 4044

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.

Lake Havasu City may reject any bid not in compliance with all prescribed public competitive procurement procedures and requirements, and may reject for good cause any or all bids if Lake Havasu City finds it is in the public interest to do so.

ITB DESCRIPTION: Lake Havasu City is seeking a service provider to perform Janitorial Services for Lake Havasu City Municipal Court and the Parks and Recreation Department's Aquatic Center.

ITB documents, specifications, and addenda may be obtained in the following locations:

Lake Havasu City Website: <http://www.lhcaz.gov/budget-and-finance/bids-rfps>

Onvia DemandStar: <https://www.demandstar.com/beta/buyers/bids/420803/details>

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.

***Publish: Today's News Herald August 29,30,31 & Sept 1, 2023**

ITB No.: B24 – LHC COURTS & PARKS AND REC- 500407 Page 3 of 46

Rev. 3/13/20

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 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 submitted in a sealed package 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. Electronic bids may be submitted via the City's DemandStar Network at <https://www.demandstar.com/beta/buyers/bids/420803/details>. 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.: B24-LHC COURT, PARKS AND REC-500407
Lake Havasu City
ADMINISTRATIVE SERVICES DIVISION – PROCUREMENT DEPARTMENT
Attn: Laura Herzog - Procurement Specialist
2330 McCulloch Blvd N.
Lake Havasu City, AZ 86403

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

12. **Bid Withdrawal.** Any bid may be withdrawn at any time prior to the specified date and time for bid closing by delivering a written request to the Procurement Official or designee at the location where bids are received signed by a duly authorized representative of Bidder. All bids shall be irrevocable for ninety (90) calendar days from the day of bid closing.
13. **Removal from Bid Mailing List.** Vendors who do not respond when they receive an Invitation To Bid will be deleted from the Bidder's list for that commodity or service. A vendor that submits a "No Bid" is considered to be responsive and will remain on the Bidder's mailing list only.
14. **Document Conflict.** In case of conflict between Specifications and the Contract Terms and Conditions and Instructions for Bidders, the specifications shall take precedence over and will be used in lieu of such conflicting portions of the Contract Terms and Conditions and Instructions to Bidders.
15. **Clarification/Protest/Question.** Any Bidder requesting clarification of or protesting or questioning any of the Specifications must submit specific questions or protests in writing (includes email) to the contact person listed below. Requests for clarification and protests must be physically received, **end of day October 3, 2023**, which is not less than seven (7) calendar days prior to the date and time of bid closing. Requests must be submitted in a package marked as follows:

Clarification/Protest/Question
ITB No.: B24-LHC COURT, PARKS AND REC- 500407
Lake Havasu City
ADMINISTRATIVE DIVISION – PROCUREMENT DEPARTMENT
Attn: Laura Herzog – Procurement Specialist
2330 McCulloch Blvd North
Lake Havasu City, AZ 86403
Email to: herzogl@lahcaz.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.: B24-LHC COURT, PARKS AND REC-500407
Lake Havasu City
Administrative Services Division-Procurement Department.
Attn: Lynette Singleton, Procurement Official

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 K – 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. 500407

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

The parties agree as follows:

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

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

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:
- City and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - City, in its sole discretion, may terminate this Contract for any reason on thirty (30) days written notice to Contractor.
 - 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.
 - 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:
- 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.
 - 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.
 - 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:
- 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.
 - 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.
 - 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.
61. **Forced Labor of Ethnic Uyghurs Certification**
Contractor certifies that it does not currently, and agrees for the duration of the Contract that it will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware it is not in compliance with this certification, it shall notify the City within five business days after becoming aware. This Contract will terminate upon failure to remedy the noncompliance within 180 days of the notification (A.R.S. § 35-394)
62. **Conflict of Interest.** This Contract may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

CONTRACTOR DATA AND SIGNATURE

Contractor Address:

Federal Tax ID# or Social Security #:

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

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

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

Signature

Title

Name (please print)

Date

NOTE: Contractor must also sign Exhibit 4, Exhibit 5, and Exhibit 6, , 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.: 500407
STATEMENT OF WORK

ITB SECTION E – ADDITIONAL TERMS AND CONDITIONS to be incorporated herein upon award.

ITB SECTION H – SCOPE OF WORK to be incorporated herein upon award.

ITB SECTION J – BID PRICE SCHEDULE to be incorporated herein upon award.

Draft Contract

**EXHIBIT 2
LAKE HAVASU CITY SERVICES CONTRACT
CONTRACT NO.: 500407**

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 #
INSURED:	INSURER A:	
	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Each occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		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 DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below: OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE -EA EMPLOYEE \$ E.L. DISEASE -POLICY LIMIT \$

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

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.

Draft Contract

**EXHIBIT 4
LAKE HAVASU CITY PROFESSIONAL SERVICES CONTRACT
EMPLOYMENT ELIGIBILITY VERIFICATION & FORM**

**LAKE HAVASU CITY
EMPLOYMENT ELIGIBILITY VERIFICATION & FORM**

LIST OF ACCEPTABLE DOCUMENTS:

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

**EXHIBIT 4
LAKE HAVASU CITY PROFESSIONAL SERVICES CONTRACT
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	Print Name	Title
Business or Organization Name	Business Phone Number	Date (month/date/year)
Address (Street Name and Number)		
City, State, Zip Code		

Revised 9/26/17

2330 McCulloch Blvd N

Lake Havasu City, AZ 86403
www.lhcaz.gov

Phone: 928-855-2116

Page 3 of 3

**EXHIBIT 5
LAKE HAVASU CITY SERVICES CONTRACT
CONTRACT NO. 500407**

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. 500407
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.: B24-LHC COURT, PARKS AND REC-500407

ITB TITLE: JANITORIAL SERVICES AT TWO CITY FACILITIES

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. Add/Delete Items.** City reserves the right to add or delete items during term of awarded Contract as dictated by the changing/updating of buildings, or service requirements.

- 3. 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 sixty (60) days prior to the date of the change, which should be the anniversary date of the Contract.

a. The City may consider changes in proposed prices submitted for consideration as increased or decreased by 100% of the change as reflected by the All Items Index of the Consumers Price Index published by the U.S. Department of Labor for the preceding twelve months, provided that any such increase or decrease shall not exceed ten percent of the rates set forth in the Purchase Order Contract as from time to time amended, in any one year;

b. The City may also consider changes in proposed prices submitted for consideration that include a full schedule of values that show how the contract's fixed price was determined and shall include the amount of the change requested with documentation to support the requested adjustment. The supporting documentation shall fully support your request detailing your true pass-through cost(s). The change shall only be in the same proportion that changes have occurred by means of verifiable published indices, actual cost experiences for certain materials or labor, or changes in published prices for specific items. Please provide clear and convincing evidence, satisfactory to the City, that the increase (1) will not produce a higher profit margin than that on the original contract, (2) is the result of increased costs not under your control, and (3) the increase affects only certain items that you have clearly identified.

c. Such requested price adjustment shall become effective only upon written approval by the City. The City may cancel, without liability to the Bidder, the contract in its entirety and issue a new competitive solicitation.

- 4. Purchase Orders.** 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.

- 5. 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 fifteen (15) 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.

- 6. 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 facility serviced.

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
2330 McCulloch Boulevard N.
Lake Havasu City, AZ 86403**

END OF SECTION E - ADDITIONAL TERMS AND CONDITIONS

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 6)

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 G1 - NO BID NOTIFICATION

ITB NO.: B24-LHC COURT, PARKS AND REC-500407

ITB TITLE: JANITORIAL SERVICES AT TWO CITY FACILITIES

CLOSING DATE & TIME: October 11, 2023, at 3:00p.m. Arizona Time

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

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

_____ Time frame for bidding was too short.

_____ No bid at this time.

_____ Unable to attend the Mandatory PreBid on either of the two dates scheduled.

_____ Not interested in receiving future solicitation opportunities.

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

_____ Specifications are "restrictive". (Please elaborate by submitting information on a separate sheet.)

_____ Other: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

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

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 G2 – INTENT TO ATTEND MANDATORY PRE-BID
AND INTENT TO BID NOTIFICATION
(Non-Mandatory Notification Submittal)**

ITB NO.: B24-LHC COURT, PARKS AND REC-500407

ITB TITLE: JANITORIAL SERVICES AT TWO CITY FACILITIES

CLOSING DATE & TIME: October 11, 2023, at 3:00p.m. Arizona Time

LETTER OF INTENT TO ATTEND MANDATORY PRE-BID MEETING SUBMITTAL

This is notification that it is our present intent to attend one of the mandatory pre-bid meetings for the above referenced ITB.

To accommodate the mandatory requirement, two Pre-Bid Meetings will be held for each location. One time attendance is Mandatory for each location.

Check the Date(s) and Location(s) You Plan to Attend

_____ **Tuesday, September 12, 2023**, 9:30a.m. Arizona Time, Lake Havasu City Courthouse, 92 Acoma Blvd, Lake Havasu City, Arizona 86403, will begin at the front of the building.

_____ **Tuesday, September 12, 2023**, 11:00 a.m. Arizona Tim, Parks and Recreation Department, 100 Park Ave., Lake Havasu City, Arizona 86403, will begin at the Aquatic Center front entrance.

* * * * *

_____ **Tuesday, September 26, 2023**, 9:30a.m. Arizona Time, Lake Havasu City Courthouse, 92 Acoma Blvd, Lake Havasu City, Arizona 86403, will begin at the front of the building.

_____ **Tuesday, September 26, 2023**, 11:00 a.m. Arizona Tim, Parks and Recreation Department, 100 Park Ave., Lake Havasu City, Arizona 86403, will begin at the Aquatic Center front entrance.

LETTER OF INTENT TO RESPOND SUBMITTAL

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: _____

Submit this Letter of Intent by the deadline for requests for clarification, questions and protests which must be electronically received by **October 3, 2023, end of day**, Arizona Time.

Clarification/Protest/Question/Letter of Intent to Bid

ITB NO.: B24-LHC COURTS & PARK -500401

Lake Havasu City

Administrative Services Department, Procurement

Email to: purchasing@lhcaz.gov

Or upload to DemandStar's Electronic Bid Platform at: <https://www.demandstar.com/beta/buyers/bids/420803/details>

SECTION H – SCOPE OF WORK

ITB NO.: B24-LHC COURT, PARKS & REC-500407

ITB TITLE: JANITORIAL SERVICES AT TWO CITY FACILITIES

1. BASIC REQUIREMENTS

- 1.1. The Contractor shall furnish all trained personnel, supervision, scheduling, equipment, tools, supplies and materials necessary for the performance of the work at City facilities. This shall include, but not be limited to, waste-paper receptacle liners, toilet paper, paper towels, etc.
- 1.2. An anticipated minimum set of work tasks is listed in Section 2 below. The Contractor shall perform any additional tasks he feels necessary to meet the performance standards. All work shall be performed in strict accordance with the conditions, provisions and standards described herein. All supplies, labor, material, components, equipment, and accessories necessary to provide the services shall conform to the best practices known to the trade in design, quality, material, and workmanship and are subject to the standards described in full.
- 1.3. The Contractor shall be responsible for determining the type, quality and characteristics of all building materials and surfaces in the subject properties. The Contractor shall be responsible to determine the proper cleaning method for each building material or surface serviced under the terms of this contract, so that City facilities shall remain in good and proper condition.
- 1.4. All services and items – including materials, equipment, chemicals, cleaning solutions, etc. to be used, provided, or performed under this contract shall be in accordance with all governmental standards, to include but not be limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). Equipment shall be maintained in good safe operating conditions as required by OSHA. Any fines levied by the above mentioned or other authorities for failure to comply with these requirements shall be borne solely by the Contractor.
- 1.5. Before beginning the work of the contract, the Contractor shall submit to the City Contract Representative (CCR) for each facility a file giving the manufacturer's name and brand name of each material he proposes to use in the performance of the work. The Contractor shall include in the file Material Safety Data Sheets (MSDS) for each material he proposes to use in the performance of the work. The CCR shall have the right to reject any material he determines to be unsuitable for the purpose or harmful to the surfaces to which it is to be applied or harmful to the health or safety of City employees or the general public.
- 1.6. All materials and supplies for execution of this contract shall be in original containers with labels securely affixed until consumed. When requested by the CCR, the Contractor shall supply at no cost samples for the testing of any supplies or materials used by the Contractor in the accomplishment of the required services. Such samples may be taken at the discretion of the City with notice to the Contractor from the supplies or materials being used "on-the-job", and/or from any original containers of the Contractor's reserve supply.
- 1.7. Contractor shall provide an adequate number of trained and qualified Supervisors capable of providing the necessary supervision to satisfy the contract during all services being performed. The Supervisor shall be accessible to employees and to the CCR at all times during performance of the contract and shall be responsible for monitoring personnel activities and resolving any service problems with the CCR. The Supervisor shall be literate and fluent in English and also literate and fluent in the primary language of the custodial staff, if other than English. The Supervisor shall be authorized to represent and act for the Contractor.

- 1.8. The Contractor shall perform a background check on all personnel who will perform work under this contract and submit results to the City no later than 10 days following award of Contract and annually upon Contract renewal.
 - 1.8.1. Individuals with questionable backgrounds may be barred from performing work under this contract, at the CCR's discretion. A background check must be completed and accepted by the CCR before any individual employee may have access to the subject properties.
 - 1.8.2. Any special crewmembers are subject to this requirement, in addition to regularly scheduled crews.
 - 1.8.3. Employees who have current proceedings with the municipal, justice, or superior courts may not provide service to the courts.
 - 1.8.4. Employees who have current orders of probation may not service the Lake Havasu City Courthouse.
- 1.9. Contractor's employees, including the Supervisor, shall wear a distinctive, neat and freshly laundered uniform (tee shirt, vest or apron acceptable) which the Contractor shall supply. The Contractor's name and/or logo shall appear on employees' clothing. Contractor's employees, including the Supervisor, shall wear identification badges or name tags at all times on City property.
- 1.10. The work involved in this contract shall be accomplished by personnel regularly employed by the Contractor, except that of window washing, carpet and floor cleaning, which may be performed by a subcontractor. All work assigned to subcontractor shall require prior written approval of the CCR.
- 1.11. All employees assigned by the Contractor shall be physically able to do their assigned work and shall be skilled in the various tasks assigned to them.
- 1.12. The Contractor shall prepare and provide the CCR with a schedule(s), maintained by the Contractor, showing the status of work in progress and dates various periodic projects are scheduled and completed (such as monthly, yearly and as-needed tasks). Contractor shall furnish an up-to-date copy of this schedule to the CCR whenever there is a change to the schedule. Contractor shall provide a standard cleaning schedule for each property, to be approved by the CCR.
- 1.13. **Municipal Court Only:** One custodian must be on the premises from 4 AM thru 1:30 PM unless an alternate schedule is approved by CCR.
 - 1.13.1. Courts service must be completed prior to 8 AM to avoid disrupting the court schedule and operations.
 - 1.13.2. Personnel must be available on an "on-call" basis, within 2 hours after call, between 8:00 AM and 6 PM in case of an emergency or unpredicted cleaning requirement. Reference Schedule J – Bid Price Schedule, for hourly rate for "on-call" service. The City reserves the right to utilize their internal custodial staff to perform any emergency or unpredicted cleaning requirement.
- 1.14. No services will be required on City observed holidays, or when the facility is closed for emergency or other reasons. Current City holidays are as follows: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

1.15. Periodic meetings will be held between the Contractor or his representative and the CCR or his representative to discuss contract status and performance, at the option of the City.

2. SERVICES TO BE PERFORMED BY THE CONTRACTOR (GENERAL)

2.1. The Contractor, in addition to the initial month’s services, shall bring all facilities up to contract standards during the first months of the contract. Two post-construction cleanings have been scheduled for the new Municipal Courthouse and are a separately identified scope of work to be awarded separately from the monthly services. Any initial cleaning during the first month’s of service shall be in addition to routine cleaning tasks but will not be billable to the City as additional work performed. The Contractor and the CCR shall meet prior to the first week of the contract start date to discuss the Contractor’s proposed methodology to be sure that the properties shall meet the contract standards.

2.2. Following is a generalized list of the tasks that the City anticipates the Contractor may need to perform in general. This list is provided for Bidders’ information only and is not a complete list of tasks to be performed under the Contract. **The Contractor shall perform any and all tasks necessary to meet the AQL’s detailed in Section 3.**

2.2.1. Lake Havasu Municipal Court: New Facility located at 92 Acoma Blvd S

Building Square Footage

1st Floor – 18,497.29 S.F // 2nd Floor – 6,732.59 S.F.

Approximate S.F. Cleaning Areas identified below per location.

Cleaning Hours:

Outside of Court Business Hours – Monday through Friday, 8am to 5pm

Cleaning Frequency Specifications:

Daily: Five (5) days per week
 Bi-Weekly: Two (2) days per week
 Bi-Monthly: Two (2) times per month
 Monthly: One (1) time per month
 Annually: One (1) time per year
 TBD: Upon Notification

WORK TO BE PERFORMED: 1st Floor

<u>Public Areas – Public Lobby, Hallways, Entry Way</u>	<u>Frequency</u>
Clean and damp mop floors	Daily
Clean and sanitize drinking fountains	Daily
Clean and sanitize door handles and 12” area surrounding handles	Daily
Empty trash and remove to outside dumpster and replace liners as needed	Daily
Spot clean walls	Monthly
<u>Restrooms – Public Area</u>	
<i>470 S.F. – Men’s, Women’s, Family, ADA; 9 toilets, 2 urinals 7 sinks</i>	
Clean floors, damp mop	Daily
Clean and sanitize toilets, urinals	Daily
Clean and sanitize mirrors and shelves	Daily

Clean and sanitize sinks and fixtures	Daily
Clean and sanitize toilet paper, paper towel, and soap dispensers	Daily
Clean and sanitize partitions and walls around toilets, urinals, sinks, and under paper towel dispensers	Daily
Clean and sanitize door handles and 12" area surrounding handles	Daily
Fill toilet paper, seat covers, paper towels, and soap dispensers	Daily
Empty trash and sanitary napkin containers and replace liners as needed	Daily
Remove trash to outside dumpster	Daily
Clean and sanitize all toilet walls and/or partitions	Monthly
Spot clean walls	Monthly

Restroom – Holding Cell and Area

Approx. 343 S.F. – Unisex; 1 toilet and 1 sink

Clean floors, damp mop	Daily
Clean and sanitize toilet and sink unit	As Needed
Clean and sanitize Handcuff Bench	As Needed
Clean and sanitize door handles and 12" area surrounding handles	As Needed
Fill toilet paper, and soap dispensers	As Needed
Spot clean walls	As Needed

Offices – Law Library and 4 meeting rooms

Approx. 770 S.F.

Clean and sanitize tables	Daily
Empty trash and remove to outside dumpster and replace liners as needed	Daily
Vacuum all carpet including under desks, tables, and chairs	2x Weekly
Clean floors, damp mop hard surfaces	2x Weekly
Spot clean walls	Monthly
Shampoo all carpets	Annually

Front Counter

Approx. 475 S.F., 4 workstations

Empty trash and remove to outside dumpster and replace liners as needed	Daily
Vacuum all carpet including under desks, tables, and chairs	2x Weekly
Spot clean walls	Monthly
Shampoo all carpets	Annually

Cubicle Area – Main Clerk Area

Approx. 1314 square feet

Empty trash and remove to outside dumpster and replace liners as needed	Daily
Vacuum all carpet including under desks, tables, and chairs	2x Weekly
Spot clean walls	Monthly
Shampoo all carpets	Annually

Clerk Areas – Hallways

Vacuum all carpet including under desks, tables, and chairs	2x Weekly
Spot clean walls	Monthly
Shampoo all carpets	Annually

Offices – 7 Offices

Approx. 1,285 S.F.

Clean and sanitize tables	Daily
Empty trash and remove to outside dumpster and replace liners as needed	Daily
Vacuum all carpet including under desks, tables, and chairs	2x Weekly
Clean all binds	Monthly
Spot clean walls	Monthly
Shampoo all carpets	Annually

Office Area Kitchen

Approx. 376 square feet

Empty trash and remove to outside dumpster and replace liners as needed	Daily
Clean and damp mop tile floor	2x Weekly
Clean and sanitize counter	2x Weekly
Clean and sanitize tables	2x Weekly
Spot clean walls	Monthly

Records Rooms x2

Approx. 732 S.F.

Clean and damp mop floors	Bi-weekly
Spot clean walls	Monthly

Supply Room

Approx. 157 S.F.

Clean and damp mop floors	Bi-weekly
Spot clean walls	Monthly

Restrooms – Clerk Area

Approx. 269 S.F. – 3 toilet and 3 sinks

Clean floors, damp mop	Daily
Clean and sanitize toilets	Daily

Clean and sanitize mirrors and shelves	Daily
Clean and sanitize sinks and fixtures	Daily
Clean and sanitize toilet paper, paper towel, and soap dispensers	Daily
Clean and sanitize partitions and walls around toilets, sinks and under paper towel dispenser	Daily
Clean and sanitize door handles and 12" area surrounding handles	Daily
Fill toilet paper, seat covers, paper towels, and soap dispensers	Daily
Empty trash and sanitary napkin containers and replace liners as needed	Daily
Remove trash to outside dumpster	Daily
Clean and sanitize all toilet walls and/or partitions	Monthly
Spot clean walls	Monthly
<u>Courtrooms</u>	
<i>Approx. 3,981 S.F. - 2 jury courtrooms and one hearing room</i>	
Clean and sanitize tables	Daily
Empty trash and remove to outside dumpster and replace liners as needed	Daily
Vacuum all carpet including under desks, tables, and chairs	2x Weekly
Clean and Sanitize chairs and bench surfaces	2x Weekly
Spot clean walls	Monthly
Shampoo all carpets	Annually
<u>Jury Assembly Room and Jury Deliberation Room</u>	
<i>Approx. 1,057 S.F.</i>	
Clean and sanitize tables, as needed	Daily
Empty trash and remove to outside dumpster and replace liners, as needed	Daily
Vacuum all carpet including under desks, tables, and chairs	2x Weekly
Clean and Sanitize chairs and bench surfaces	2x Weekly
Spot clean walls	Monthly
Shampoo all carpets	Annually
<u>Restrooms – Jury</u>	
<i>Approx. 80S.F. – 1 toilet and 1 sink</i>	
Clean floors, damp mop	Daily
Clean and sanitize toilets	Daily
Clean and sanitize mirrors and shelves	Daily
Clean and sanitize sinks and fixtures	Daily

Clean and sanitize toilet paper, paper towel, and soap dispensers	Daily
Clean and sanitize partitions and walls around toilets, urinals, sinks, and under paper towel dispensers	Daily
Clean and sanitize door handles and 12" area surrounding handles	Daily
Fill toilet paper, seat covers, paper towels, and soap dispensers	Daily
Empty trash and sanitary napkin containers and replace liners as needed	Daily
Remove trash to outside dumpster	Daily
Spot clean walls	Monthly
Clean and sanitize all toilet walls and/or partitions	Monthly
<u>Courtroom Hallway – Private Hallways</u>	
Clean and damp mop floors	Monthly
Clean and sanitize door handles and 12" area surrounding handles	Monthly
Spot clean walls	Monthly

WORK TO BE PERFORMED: 2nd Floor

Multi-Purpose Room

Vacuum all carpet including under desks, tables, and chairs	2x Weekly
Clean and Sanitize chairs, tables, and hard surfaces	2x Weekly
Clean and sanitize door handles and 12" area surrounding handles	2x Weekly
Spot clean walls	Monthly
Dust light fixtures	Monthly

Breakroom/Meeting room

Approx. 297S.F

Vacuum all carpet including under desks, tables, and chairs	2x Weekly
Clean floors, damp mop hard surfaces	2x Weekly
Clean and sanitize tables	2x Weekly
Clean and sanitize sinks and fixtures	2x Weekly
Empty trash and remove to outside dumpster and replace liners as needed	2x Weekly
Spot clean walls	Monthly
Dust light fixtures	Monthly

Restrooms

Approx. 160S.F. – 2 toilets and 2 sink

Clean floors, damp mop	Daily
Clean and sanitize toilets	Daily
Clean and sanitize mirrors and shelves	Daily

Clean and sanitize sinks and fixtures	Daily
Clean and sanitize toilet paper, paper towel, and soap dispensers	Daily
Clean and sanitize partitions and walls around toilets, urinals, sinks, and under paper towel dispensers	Daily
Clean and sanitize door handles and 12" area surrounding handles	Daily
Fill toilet paper, seat covers, paper towels, and soap dispensers	Daily
Empty trash and sanitary napkin containers and replace liners as needed	Daily
Remove trash to outside dumpster	Daily
Spot clean walls	Monthly
Clean and sanitize all toilet walls and/or partitions	Monthly

Post Construction Deep Cleaning – Municipal Courthouse

The generalized list of the tasks in above 2.2.1 is what the City anticipates the post construction deep cleaning janitorial services Contractor may need to perform. This list is provided for Bidders' information only and is not a complete list of tasks to be performed under the Contract. **The Contractor shall perform any and all tasks necessary to meet the AQL's detailed in Section 3.**

Initial Cleaning: The City's construction contractor is to have all their construction debris and generated waste removed from the site. The janitorial services Contractor may need to remove some construction debris and generated waste that may have been left behind. The janitorial services Contractor shall bring the Municipal Courthouse facility up to semi-move-in ready standards during the initial cleaning scheduled prior to the arrival of the furnishing contractor for furnishing installation.

Initial cleaning shall begin no earlier than October 30th but completed no later than November 5th. Furnishing installation is scheduled to begin on November 6th.

Final Cleaning: The City's furnishing and installation contractor is to have all their debris and generated waste removed from the site. The janitorial services Contractor performing the post construction cleaning may need to remove some debris and generated waste that may have been left behind. This is the Contractor's final move-in ready cleaning schedule prior to City staff moving into their new facility with operations to begin on Monday, December 11th.

Final cleaning no earlier than December 1st, but no later than December 6th, 2023. Move-in is scheduled to begin after December 7th.

2.2.2 PARKS AND RECREATION DEPARTMENT: Aquatic Center, 100 Park Ave.

Building Square Footage:

9,657 S.F. approximate cleaning area

Cleaning Hours:

Outside of Aquatics Hours of Operation – Monday through Saturday, 5:00 am through 8:30 pm
Will add Sunday cleanings during the summer months, Reference Schedule J – Bid Price Schedule, for 1-Day Additional Cleaning Service.

Cleaning Frequency Specifications:

Daily: Four (4) days per week (Full Schedule – All Areas)

Bi-Weekly: Two (2) days per week (Full Schedule – All Areas)

TBD: Upon Notification

WORK TO BE PERFORMED:

Restrooms – Community Center Side Main Hallway Frequency

Approx. 576 square feet, 11 toilets, 3 urinals, 8 sinks

Clean floors, damp mop Daily

Clean and sanitize toilets, urinals Daily

Clean and sanitize mirrors and shelves Daily

Clean and sanitize sinks and fixtures Daily

Clean and sanitize toilet paper, paper towel, and soap dispensers Daily

Clean and sanitize partitions and walls around toilets, urinals, sinks,
 and under paper towel dispensers Daily

Clean and sanitize door handles and 12” area surrounding handles Daily

Fill toilet paper, seat covers, paper towels, and soap dispensers Daily

Empty trash and sanitary napkin containers and replace liners as needed Daily

Remove trash to outside dumpster Daily

Floors, Doors, Trash – Main Hallway

Approx. 1720 square feet

Clean and damp mop floors Daily

Clean and sanitize drinking fountains Daily

Empty trash and remove to outside dumpster and replace liners as needed Daily

Offices

Approx. 1580 square feet

Vacuum all carpet including under desks, tables, and chairs 2x Week

Clean and sanitize counter 2x Week

Empty trash and remove to outside dumpster and replace liners as needed Daily

Office Ceramic Tile

Approx. 392 square feet

Clean and damp mop tile floor 2x Week

Office Area Kitchen

Approx. 144 square feet

Clean and damp mop tile floor 2x Week

Clean and sanitize counter 2x Week

Empty trash and remove to outside dumpster and replace liners as needed Daily

Main Lobby

Approx. 733 square feet

Clean and damp mop floor Daily

Clean and sanitize counter Daily

Clean and sanitize door handles and 12" area surrounding handles Daily

Restrooms – Main Lobby

Approx. 112 square feet

Clean and damp mop floors Daily

Clean and sanitize toilets, urinals Daily

Clean and sanitize mirrors and shelves Daily

Clean and sanitize sinks and fixtures Daily

Clean and sanitize toilet paper, paper towel, and soap dispensers Daily

Clean and sanitize walls around toilets, sinks, and under paper towel dispensers Daily

Empty trash containers and replace liners as needed Daily

Fill toilet paper, seat covers, paper towel, and soap dispensers Daily

Restrooms and Locker Rooms – Pool Side

Approx. 4400 square feet, 10 toilets, 3 urinals, 13 sinks, 16 showers

Clean and damp mop floors Daily

Clean and sanitize toilets and urinals Daily

Clean and sanitize mirrors and shelves Daily

Clean and sanitize sinks and fixtures Daily

Clean and sanitize toilet paper, paper towel, and soap dispensers Daily

Clean and sanitize partitions and walls around toilets, urinals, sinks, and under paper towel dispensers Daily

Clean and sanitize shower area floors, walls, fixtures Daily

Clean and sanitize door handles and 12' area surrounding handles Daily

Clean and sanitize benches	Daily
Empty trash containers and replace liners as needed	Daily
Fill toilet paper, seat covers, paper towel, and soap dispensers	Daily

3. ACCEPTABLE QUALITY LEVELS (AQLS):

- 3.1. Services performed under this Contract shall be subject to inspection and approval by the CCR. This section outlines the minimum acceptable cleaning standards for tasks required under this contract. The following AQL's are minimum requirements and do not preclude the use of materials or methods that will achieve better results as defined by the City.
- 3.2. **ALL FLOORS**: Floors and entrances are clean and free of dirt streaks, dust balls, cobwebs, dirt, trash and there is no foreign matter in corners, behind radiators, under furniture or equipment, behind doors or on stair landings and treads. No dirt is left where sweepings were picked up. There is no dirt, trash or foreign matter under desks, tables, chairs or equipment. Carpet nap lies in one direction. Floors with resilient type covering are clean and polished in appearance. Threshold plates are clean and soil has been removed from elevator door tracks. Tile floors shall have a clean and polished appearance.
- 3.3. **WASTE RECEPTACLES**: Spot cleaned as required with replacement liners installed. Clean in appearance and odor-free. All trash and refuse removed to designated areas.
- 3.4. **GLASS DOORS, PARTITIONS, TRIM**: Glass surfaces are without streaks, film, deposits and stains, having a uniformly bright appearance. Adjacent surfaces have been wiped clean.
- 3.5. **LIGHT SWITCHES**: No fingerprints or smudges on switches or adjacent wall.
- 3.6. **WALLS**: Wall surfaces and exposed pipes and equipment up to a height of eight feet (8') have a uniformly clean appearance and are substantially free from dirt, stains, streaks, lint, cobwebs and cleaning marks. Painted surfaces have not been unduly damaged and hard finish wainscot or glazed ceramic tile surfaces are bright and free of film streaks and deposits.
- 3.7. **DOORS, DOORFRAMES, WOODWORK, FILE CABINETS AND DESKS**: Smudges, marks or spots have been removed without causing discoloration.
- 3.8. **FIRE EXTINGUISHERS, HOSE CABINETS, ETC.**: Smudges, marks or spots have been removed without causing discoloration.
- 3.9. **SASHES, LEDGES AND TOP OF PARTITIONS**: Smudges, marks or spots have been removed without causing discoloration.
- 3.10. **FAN VENTS AND BASEBOARDS**: Air vents (wall and floor) are clean. There are no heel marks or soil on baseboards. There are no oils, spots or smudges on dusted surfaces caused by dusting tools. Cleaning has been done without causing discoloration.
- 3.11. **RESTROOMS**: Floors around urinals and commodes are free of odors and stains and the facility has a uniformly clean appearance throughout. Bright metal has a polished appearance. The floor area is void of visible dirt and debris including wads of gum, tar and similar substances and is clean and free of water streaks, mop marks, string, etc. Restroom presents an overall appearance of cleanliness. Porcelain fixtures are clean, bright, disinfected and deodorized. There is no dust,

dirt, spots, stains, rust, mold, incrustation or excess moisture. Over-spray or chemicals are not on surrounding walls, floors or fixtures.

- 3.12. **MIRRORS**: Mirrors are clean and free of dirt, grim, streaks, excessive moisture, and are not cloudy.
- 3.13. **METAL DISPENSERS**: Bright metal has a polished appearance. Over-spray or chemicals are not on surrounding walls, floors or fixtures.
- 3.14. **SINKS AND FIXTURES**: Porcelain fixtures are clean, bright, disinfected, and deodorized. There is no dust, spots, stains, rust, mold, incrustation, or excess moisture. Walls and floor adjacent to fixtures is free of spots, drippings, and watermarks.
- 3.15. **DISPENSERS**: Dispensers are full but not overfilled or packed so as to adversely affect their operation or cause unintended waste of contents when used.
- 3.16. **TABLES AND CHAIRS**: Tables, counters, shelves, chairs and chair legs are clean of dirt and debris and free of dirt streaks. Tables have been aligned and squared to the room and the chairs have been left in proper position under the tables.
- 3.17. **DRINKING FOUNTAINS**: Drinking Fountains are clean, polished, and disinfected. Water residue has been removed from top, mouthpiece, sides, adjacent walls and floor. There is no evidence that harsh abrasive cleaners have been used. The fixtures are free of trash, ink, coffee grounds, etc. and nozzles are free of incrustations and are free flowing. Chemical cleaners or polishers have not been allowed to damage wall surfaces.
- 3.18. **ENTRANCE MATS**: Mats are clean and free of dirt streaks, dust balls, dirt, trash and there is no foreign matter in corners, stair landings or treads.
- 3.19. **LIGHT FIXTURES AND CEILING VENTS**: Light fixtures, lenses and ceiling vents are free from dirt, stains, streaks, lint, cobwebs and cleaning marks. Cleaning has been done without causing discoloration.
- 3.20. **WINDOWS**: Glass is clean and free of dirt, grime, streaks, excessive moisture and is not cloudy. Glassware moved during the operation is returned to its original position. Window sash, sills, and casework around interior glass and other such surrounding have been thoroughly wiped free of drippings and other watermarks. Insulating/reflective film, if present, has not been damaged.

4. **QUALITY CONTROL – INSPECTION AND ACCEPTANCE**

- 4.1. All services performed shall be subject to a minimum weekly inspection and acceptance by the CCR or his authorized representative, either while the work is in progress or after its completion, or both. CCR shall complete a weekly report log, a copy of which shall be placed in the contract file. If any of the items described in Section 3 are determined to be unsatisfactory or services rendered are otherwise found to not be in accordance with the requirements of this contract, the CCR or his designee shall notify the Contractor. This notice shall be written on the CCR's weekly report log, and initialed by the Contractor's Supervisor or authorized representative. The Contractor shall take immediate corrective action. Contractor shall schedule re-inspection by the CCR or his authorized representative within twenty-four (24) hours of notice of non-compliance. The CCR shall be the sole judge as to the acceptability of the work and the condition of the facilities.
- 4.2. Repeated notices of violation shall be grounds for corrective action, up to and including contract termination for default.

5. PROTECTION OF PROPERTY AND SECURITY:

- 5.1.** The Contractor shall take all necessary precautions to avoid harming any person or damaging any structure or property. The Contractor shall take care at all times to protect his staff from personal injury. Any damage by the Contractor or his personnel shall be corrected at the Contractor's expense.
- 5.2.** Contractor agrees that any information which is in City offices is to be considered confidential information. Contractor is responsible for assuring that such information is secure and is in no way tampered with by himself or his staff during the performance of the service.
- 5.3.** The Contractor shall be responsible for securing all doors and locks upon leaving the facilities. The Contractor shall at no time have more than one outside door unlocked. Contractor shall have staff present at any unlocked entrance to prevent unauthorized entry or exit.
- 5.4.** The Contractor shall assure that all keys and security codes are used properly and lawfully. The Contractor is responsible for complying with A.R.S. 13-375 – Unauthorized manufacture, duplication, use or possession of key and or key-fob to a public building. In the event Contractor fails to maintain the security of keys and security codes, Contractor shall be liable to the City for all costs associated with restoring the security of City properties.

6. MISCELLANEOUS:

- 6.1.** In the event that office space is added or deleted (by renovation, for example), the City will compute the monthly square foot cost for a building by dividing the per month contract amount by the total square footage of the building area being cleaned at the time of bid. This monthly square foot price for the building will be used to determine the amount to be subtracted or added to the monthly contract amount for that building.
- 6.2.** During the term of the contract, the City reserves the right to add, delete and/or move City sites, or change hours of operation, as the need arises. The Offeror must accommodate these changes within one month or less of notification of change.
- 6.3.** The City's objective is for the buildings under contract to be well maintained in a way that they are attractive to employees and public and are neat, clean, organized, and safe for employees and public.

END OF SECTION H – SCOPE OF WORK

SECTION I - BIDDER SIGNATURE PAGE

ITB NO.: B24-LHC COURT, PARKS AND REC-500407

ITB TITLE: JANITORIAL SERVICES FOR TWO CITY FACILITIES

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 I - Bidder Signature Page
- Section J - Bid Price Schedule
- Section K - Exceptions to the Specifications
- Section L - References

- 4) The term "CONTRACT DOCUMENTS" includes, but may not be limited to, the documents incorporated into this **ITB No.: B24-LHC COURT, PARKS AND REC** **ITB TITLE: JANITORIAL SERVICES FOR TWO CITY FACILITIES** issued on August 29, 2023, as follows:

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

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

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

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

NAME/TITLE _____

SIGNATURE _____

ARIZONA TAX ID: _____

FEDERAL TAX ID: _____

NAME OF FIRM: _____

ADDRESS: _____

PHONE: _____ **FAX:** _____

EMAIL: _____

SEAL, IF BID BY CORPORATION:

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

SECTION J - BID PRICE SCHEDULE

ITB NO.: B24-LHC COURT, PARKS AND REC-500407

ITB TITLE: JANITORIAL SERVICES AT TWO CITY FACILITIES

BIDDER AGREES TO PROVIDE ALL REQUIRED EQUIPMENT, MATERIAL, SUPPLIES AND LABOR AS SPECIFIED IN THE BID DOCUMENTS, SECTION H – SCOPE OF WORK, FOR THE FOLLOWING PRICES:

QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
CATEGORY A – PARKS AND RECREATION AQUATIC CENTER, 100 Park Avenue				
Represents 9,657 Square Footage (S.F.) of cleaning space				
Expansion of Services: reference Scope of Work, Section 6.1 related to calculating unit price into a monthly square foot price in the event office space is added or deleted (by renovation, for example).				
12	Mths	Parks and Recreation Aquatic Center Scope of Work as identified in Section H.	\$	\$
1	Day	Additional Weekend (Sunday) Service, entire facility, as requested		\$
TOTAL CATEGORY A:			\$	
CATEGORY B – MUNICIPAL COURT, New Facility located at 92 Acoma Blvd S				
Represents Approx Square Footage (S.F.) of cleaning space = 11,766 S.F.				
Expansion of Services: reference Scope of Work, Section 6.1 related to calculating unit price into a monthly square foot price in the event office space is added or deleted (by renovation, for example).				
12	Mths	Municipal Court, Scope of Work as identified in Section H.	\$	\$
1	Day	Additional Weekend Service, entire facility, as requested		\$
1	Hr	On-Call Services, as requested.		\$
TOTAL CATEGORY B:			\$	
CATEGORY C – MUNICIPAL COURT POST CONSTRUCTION CLEANING, New Facility located at 92 Acoma Blvd S				
1	Svc	Post Construction Initial Clean Up – as scheduled, per Scope of Work as identified in Section H.		\$
1	Svc	Post Construction Final Clean Up – as scheduled, per Scope of Work as identified in Section H.		\$
TOTAL CATEGORY C:			\$	
The City reserves the right to award each category separately or award all three (3) categories together as one contract, whichever is deemed to be in the best interest of the City.				
The Bidder is not required to bid on all 3 categories				
GRAND TOTAL CATEGORIES A, B & C:				
Bidder is only to complete Grand Total if bid is submitted for all 3 categories.				\$
Bidder to leave blank if not quoting all 3 categories.				

VENDOR'S NAME: _____

FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION

SECTION L - REFERENCES

ITB NO.: B24-LHC COURT, PARKS AND REC -500407

ITB TITLE: JANITORIAL SERVICES AT TWO CITY FACILITIES

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

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

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

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

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

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

VENDOR'S NAME: _____

FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION