



REQUEST FOR PROPOSAL

LAKE HAVASU CITY, ARIZONA

RFP NO.: P19-3173

FOR

Odor Mitigating Management Control Program

**Carissa Ochoa, Procurement
E-Mail: ochoac@lhcaz.gov**

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

RFP CLOSING DATE: May 22, 2019

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

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

Pre-Proposal Conference: None

SUBMITTED BY:

Company Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Contact: _____

An electronic copy of this RFP and attachments, if any, is available at the City's website:
<http://www.lhcaz.gov/community-investment/bids>. All RFP documents shall be submitted in hard copy.
Electronic or e-mailed submissions shall be rejected.

RFP NO.: P19-3173

RFP TITLE: Odor Mitigating Management Control Program

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SECTION A - REQUEST FOR PROPOSAL

RFP NO.: P19-3173

RFP TITLE: Odor Mitigating Management Control Program

RFP DESCRIPTION: Lake Havasu City is requesting proposals from qualified suppliers and is seeking to contract with the most responsive and responsible single supplier in providing a comprehensive liquid odor management control program utilizing a calcium nitrate chemical treatment solution or calcium hydroxide chemical treatment solution. The program may include, but may not be limited to: analysis, design, liquid chemicals, controls (measurement and injection), documentation, installation (labor, transportation, per diem, taxes) and post installation support (on-going maintenance, engineering, sampling, testing, training), including all associated components, equipment, hardware, materials, programming, storage tanks and software, if applicable. The goal of the program is to provide the lowest overall cost to City, while meeting odor management control objectives set by the Wastewater Division.

Notice is hereby given that sealed proposals for Request For Proposal Number: **P19-3173** for: **Odor Mitigating Management Control Program** 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 May 22, 2019**. All RFPs received in proper form shall be publicly opened and read aloud on the same day at 3:00 p.m., Room 109, City Hall, 2330 McCulloch Boulevard N., Lake Havasu City, Arizona, 86403.

It is the sole responsibility of the Proposer to ensure the City receives the RFP by the specified time. ALL RFPs MUST BE TIME STAMPED BY THE CITY BY THE STATED DEADLINE. All late RFPs shall be rejected.

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

Pre-Proposal Conference: None

The following **SHALL** be required, as stipulated in the RFP. If required, they are to be submitted either with the RFP or when the signed Contract has been returned to the City.

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

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

Publication Dates: **April 19 and (Corrected) April 25, 2019 (TODAY'S NEWS HERALD)**
April 25 and May 2, 2019 (ARIZONA BUSINESS GAZETTE)

SECTION B - INSTRUCTIONS TO PROPOSER

1. **RFP Format.** RFP must be typewritten with a font size no less than 11 points or prepared in ink and must be submitted on the form(s), if provided in the RFP. Proposer shall return all information and forms as required and outline as shown in this solicitation. Failure to complete all required forms and or service solutions as requested may result in the RFP being rejected as non-responsive. Proposer must submit one (1) original and one (1) electronic copy on a USB Flash drive of the RFP document.
 - a. Unsigned proposals will be considered non-responsive and will be rejected.
 - b. Erasures, interlineations or other modifications in the RFP must be initialed by a duly authorized proposer representative and must be the same person that signs the proposer's proposal.
 - c. In case of error in the extension of prices in the RFP, the unit price will govern. No RFP shall be altered, amended or withdrawn after the specified RFP closing date and time.
 - d. It is the responsibility of the Proposer to examine the entire RFP package and seek clarification of any item, service or requirement that may not be clear and to check Proposer responses for accuracy before submitting a RFP.
 - e. All RFPs shall be submitted in a sealed package and must be clearly marked "**Sealed RFP**" with the **Proposer's Name, Address, RFP Number and Title**, and the **Closing Date**. RFP packages with insufficient postage will not be accepted by Lake Havasu City.
 - f. Lake Havasu City reserves the right to accept or reject any or all RFPs or any part thereof and waive informalities deemed in the best interest of the City.
2. **RFP Requirements.** The following documents and or forms must be completed, signed and submitted with the proposer's offer to be responsive and must include, but not limited to, the **PROPOSER SIGNATURE PAGE, PROPOSER SUBMITTED RESPONSE, EXCEPTIONS TO SPECIFICATIONS** (if applicable), and **REFERENCES**. RFPs must be signed by a duly authorized representative of the proposer. If a RFP is signed by an agent of the Proposer, a Power of Attorney showing the authority of the agent to sign must be submitted with the RFP or the RFP will be rejected. FAILURE TO SIGN AND SUBMIT THE **PROPOSER SIGNATURE PAGE** SHALL RESULT IN REJECTION OF THE RFP.
3. **Taxes.** RFP 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 RFP 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 RFP for goods and or services, then unless otherwise provided in the specifications, the RFP price for each item must include the cost of delivery of the item(s) FOB within Lake Havasu City, AZ limits and to the specific destination shown in the specifications. Reference Section B1 for Pricing and Redetermination Methodology.
5. **RFPs Must Conform to the Requirements and or Specifications.** The Proposer shall adhere to the requirements and or specifications stated herein. Any exception taken to these requirements and or specifications shall be so stated on the returned RFP proposal. Deviations from any of the requirements in the specifications or drawings MAY RESULT IN RFP REJECTION. Lake Havasu City shall hold the Proposer 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 Proposer, but no deviation below minimum specification will be accepted. If this is a RFP 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. RFPs for equivalent items will be considered provided that such items are identified by manufacturer name, trade name, make, model and catalog number. If Proposer has any question whether an item is equivalent to the item specified, Proposer must submit a request for substitution.
6. **Silence of Requirement / Specification.** The apparent silence of the general provisions and requirements and or 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.** Required by City Not required by City. All Proposers 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 RFP submitted. Failure to include this information may result in the RFP being rejected.
9. **Demonstrations.** Required by City Not required by City. The City may, at its discretion, require a demonstration of the equipment, material or product offered as part of the RFP evaluation process. The equipment, material or product shall be provided by the Proposer at no cost to the City for a period of time deemed sufficient to properly evaluate the item.
10. **Replacement Parts.** Required by City Not required by City. Submission of this RFP shall constitute a guarantee by the Proposer 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 Proposer 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 proposer will assume all charges and fees.

11. **Substitutions.** Required by City Not required by City. Proposer 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 RFP. Substitution requests must be submitted in a package marked as follows:

Substitution Request, RFP No.: P19-3173
 Lake Havasu City
 Community Investment Department - Procurement
 Attn: Carissa Ochoa, Administrative Specialist II
 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 Proposer's expense. If a proposed item is determined to be an acceptable substitute, an addendum will be issued.

12. **RFP Withdrawal.** Any RFP may be withdrawn at any time prior to the specified date and time for RFP closing by delivering a written request to the Procurement Official or designee at the location where RFPs are received signed by a duly authorized representative of Proposer. All RFPs shall be irrevocable for one hundred twenty (120) calendar days from the day of RFP closing.
13. **Removal from RFP Mailing List.** Proposers who do not respond when they receive a Request For Proposal will be deleted from the Proposer's list for that commodity or service. A proposer that submits a "No Proposal" is considered to be responsive and will remain on the Proposer's mailing list only.
14. **Document Conflict.** In case of conflict between Requirements and or Specifications and the Contract Terms and Conditions and Instructions for Proposer, the requirements and or specifications shall take precedence over and will be used in lieu of such conflicting portions of the Contract Terms and Conditions and Instructions to Proposer.
15. **Clarification/Protest/Question.** Any Proposer 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 by May 15, 2019 3:00pm. Requests must be submitted in a package marked as follows:

Clarification/Protest/Question
 RFP No.: P19-3173
 Lake Havasu City
 Community Investment Department - Procurement
 Attn: Carissa Ochoa, Administrative Specialist II
 2330 McCulloch Blvd. N.
 Lake Havasu City, AZ 86403
 Email to: purchasing@lhcaz.gov

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

16. **Addenda.** All addenda shall be issued no later than five (5) calendar days prior to the RFP closing.
17. **Addenda Acknowledgement.** Receipt of RFP 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, RFPs, submittals, working papers or other materials submitted to the City by Proposers shall become the sole and exclusive property of the City and become a public record.
19. **Copies.** Proposer 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 RFP.** Late RFPs will not be opened or considered under any circumstances. Late RFP Notification will be sent to proposer.
21. **Rejection of RFPs.** The City reserves the right to waive technical defects, discrepancies and minor irregularities in a RFP. The City reserves the right to re-seal any RFP 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 RFP documents in its sole discretion. RFPs may be rejected if there is any alteration of the RFP form, additions not called for, conditional RFPs, incomplete RFPs, or irregularities of any kind. The City reserves the right to reject any RFP not in compliance with the RFP documents, or prescribed public proposal procedures and requirements. Written notice of rejection of all RFPs shall be sent to all Proposers. ALL UNSIGNED RFPs SHALL BE REJECTED.
22. **Collusion.** Upon evidence that collusion exists among Proposers, none of the RFPs of participants in such collusion will be considered. All involved RFPs shall be rejected. RFPs in which prices are unbalanced may be rejected. The Proposer will be required to complete, notarize and submit a "No-Collusion Affidavit" upon request by the City. **Failure of the proposer to submit a properly executed affidavit upon request by the City shall be grounds for rejection of the RFP.**
23. **Evaluation Process.**
 - a. **Evaluation process for written response and product demonstration.** There will be a two-step evaluation process for this RFP. First, each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Criteria scores will then be summed. The highest scoring proposals will be identified and invited to a product demonstration.

In the second part of the evaluation process, Proposers will be asked to give a scripted product demonstration. The City will provide a written script for the proposers to use during this demonstration. The same criteria used to evaluate the written responses will be used to evaluate the finalists during the product demonstration. No additions, deletions or substitutions may be made to proposals during the product demonstrations that cannot be viewed as clarification. Each evaluator shall independently assign a score to each evaluation criterion based on the scripted demonstration.

The written evaluation scores and the scripted demonstration scores will then be summed resulting in a final score. The highest scoring proposal will be recommended for an award.
24. **Contract Negotiation and Award.**
 - a. Contract negotiations will proceed immediately after a recommendation for award is made to the highest ranked responsive, responsible Proposer. The City reserves the right to negotiate a final contract, which is in the best interest of the City, considering any material changes to the statement of work resulting from any modifications being offered by the Proposer for this project and also any pricing that might be affected by changes to the statement of work. Should contract negotiations be unsuccessful with the highest ranking proposer, then negotiations will be terminated with that firm and initiated with the second-ranked proposer, and so forth. When negotiations become successful with a proposer, an award recommendation shall be forwarded to the City Council for their consideration.

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

- b. A RFP response is an offer by a proposer to Contract with the City based upon the terms, conditions, and specifications, statement of work contained in the Request For Proposal. RFPs do not become Contracts unless and until they are accepted and an Award is made by Lake Havasu City.
 - c. Awards will be made with reasonable promptness by the City Council to the proposer(s) who's RFP(s) is determined to be responsive and responsible that best conforms to the Request For Proposal and will be the most advantageous to the City.
 - d. A Contract is formed when Lake Havasu City gives written Notice of Award(s) to the successful Proposer(s) and executes a Lake Havasu City Services Contract. All Request For Proposal documents, including but not limited to the specifications, statement of work, terms, and conditions, become the Contract and is extended to every Purchase Order and Notice to Proceed letter used on single or multiple project phases contained in the submitted offer and agreed upon by both parties. The delivery or furnishing of any of the RFP items or services cannot commence until a Contract is duly and properly executed and certificate of insurance provided with the required limits of coverage.
25. **Rejection of All RFPs and Cancellation of Award.** The City reserves the right to reject all RFPs or to cancel award of the Contract at any time before execution of the Contract by both parties if rejection of all RFPs 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 Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its RFP and Contract negotiations.
26. **Reissuance of RFP.** 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.
27. **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:
- RFP Award Protest, RFP No.: P19-3173
 Lake Havasu City
 Community Investment Department
 Procurement Division
 Attn: Lynette Singleton, Procurement Official
 2330 McCulloch Boulevard N.
 Lake Havasu City, AZ 86403
28. **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.
29. **Vendor Registration and IRS Form.** Prior to the execution of a Contract, the successful Proposer 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.
30. **Post Award Conference.** After the award has been made, the Contractor may be required to attend and participate in a 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.
31. **Disputes.** In the event any doubt or differences of opinions exists as to the items or services 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.
32. **Solicitation Document Conflicts.** In the event any discrepancies exist between the proposer's submitted response and the original solicitation document, the RFP on file with the City shall govern.
33. **Response Preparation Costs.** Costs incurred by any Proposer in preparation of a response to this Request For Proposal shall be the sole responsibility of the Proposer and will not be reimbursed by the City.
34. **Proposer Exceptions.** Proposers that list and submit more than ten (10) separate items in "Section K – Exceptions to Requirements / Specifications" shall be considered non-responsive; and said RFP shall be rejected in its entirety.
35. **Confidentiality.** The RFP herein states that the following RFP materials shall be submitted in confidence, shall remain confidential, and are exempt from disclosure to the extent allowed by law and pursuant to A.R.S. § 41-2534, D., "Proposals shall be opened publicly at the time and place designated in the Request For Proposal. The name of each offeror and such other relevant information as is specified by rule shall be publicly read and recorded in accordance with rules adopted by the director. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall be open for public inspection after Contract award. To the extent the offeror

designates and the City concurs, trade secrets or other proprietary data contained in the offer documents shall remain confidential in accordance with rules adopted by the director.”

- a. Historical financial information of the proposing firm or entity and;
- b. Materials related to the background investigation of the firm conducted under the RFP / BID process.

All pages containing the above information shall be marked “confidential” and segregated in the following manner:

- a. It shall be clearly marked in bulk and on each page of the confidential document.
- b. It shall be kept separate from the other RFP documents in a separate envelope or package.
- c. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- d. Where such conflict (in c. above) occurs, the proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
- e. This statement (in d. above) shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as “confidential,” cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. Pricing and the entire submitted RFP document cannot be marked confidential. Should an RFP be submitted in this manner, no portion of it can be held as confidential unless that portion is segregated in the above manner and meets the above criteria.

SECTION B1 – PRICING AND REDETERMINATION METHODOLOGY

1. PRICING

- A. All pricing shall be firm for the annual pricing term (12-month period) except where otherwise provided in the subsequent Purchase Order Agreement (“Agreement”), and include all costs by the Proposers for providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in the subsequent Purchase Order Agreement.
- B. The City shall not be invoiced at prices higher than those stated in the Agreement.
- C. The Proposer further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The awarded Proposer shall promptly notify the City of such price reductions.
- D. No price modifications will be accepted without proper request by the awarded Proposer and response by the City’s Procurement Division.

2. PRICE REDETERMINATION NOTIFICATION

- A. Price Adjustment. Any requests for reasonable price adjustments must be submitted in accordance with this Section B1. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment. The City is only willing to entertain price adjustments based on an increase to awarded Proposer’s actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.
- B. During the sixty (60) day period prior to the annual anniversary of the term of the Agreement, the awarded Proposer may submit a written request to the City to allow an adjustment to the prices

3. PRICE REDETERMINATION OPTIONAL METHODOLOGIES

- A. The contract base unit price shall be firm for the duration of the five (5) year contract term, unless otherwise stipulated in these price redetermination provisions.
- B. The Awarded Proposer’s price to be paid is subject to increase or decrease upon approval of the Proposer’s written request to the Procurement Office. Such request shall include the cause for the adjustment. The price redetermination shall include the amount of the change requested with documentation to support the requested adjustment. The price redetermination documentation shall follow one of the following price adjustment parameters. Such price adjustment shall be by the percentage listed below as documented and the contract shall be modified accordingly provided THAT:
 - i. Catalog or Manufacturer’s Documented Price Adjustment: The price to be paid shall be increased or decreased by 100% of the change as reflected in the price supporting documentation as supplied by the manufacturer;
 - ii. Consumer Price Index (CPI-U): The price to be paid shall be increased or decreased by 75% 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 eight percent of the rates set forth in the Purchase Order Contract as from time to time amended, in any one year; OR
 - iii. Producer’s Price Index (PPI) – Single Series: The Contract unit prices (hereinafter called the “base selling price,”) shall remain firm for the first twelve (12) months of the contract. After the first twelve (12) of the contract term, the contract unit price to be paid is subject to increase or decrease by an amount equal to the sum of the change as reflected by the single series PPI, published by the U.S. Department of Labor, not seasonally adjusted (hereinafter “Special Index”) as follows:
 - a. The “base selling price” will be used to calculate each price adjustment.
 - b. Price adjustment(s) shall be based on the first published version of the Special Index data as it appears on the Bureau of Labor Statistic’s internet website. If the Special Index is temporarily discontinued, the next higher level series or similar Industry type series shall be mutually agreed upon.
 - c. Base period: July 2018 is hereinafter the reference “base period”.
 - d. The following is a list of PPI commodities from the BLS website. Please review this list and select the Series Id that is acceptable to your firm to be used for an annual price adjustment. Please insert the Series Id you have selected on the Bid Schedule, under “Method for Price Redeterminations”. If you have a suggested Series Id that is not listed, please list that Series Id.

- 1. Series Id: (i.e. WPU0679)
 Seasonality: Not Seasonally Adjusted
 Group: Chemicals and Allied Product
 Item: Individual Category

e. The following is an example of a PPI calculation for a twelve (12) month price adjustment.

EXAMPLE ONLY

Index at time of calculation.....	141.5
Divided by index at time base price was set.....	120.5
Equals.....	1.174
Base Price.....	\$600
Multiplied by.....	1.174
Equals adjusted Price.....	\$704.58

- iv. Producer's Price Index (PPI) – Component Percentage Matrix Series: The Contract unit prices (hereinafter called the "base selling price,") shall remain firm for the first twelve (12) months of the contract. After the first twelve (12) of the contract term, the contract unit price to be paid is subject to increase or decrease by an amount equal to the sum of the change as reflected by the percentage of each component breakdown for each of the PPI series, published by the U.S. Department of Labor, not seasonally adjusted (hereinafter "Special Index"). These component percentages will be used for the price redetermination calculations, and must add up to 100%.
 - a. Chemical (PPI or alternate series): _____%
 - b. Manufacturing (PPI or alternate series): _____%
 - c. Freight (PPI or alternate series): _____%
- v. Proposer shall submit with their Bid the price redetermination method to be used for each annual Purchase Order Contract renewal. The same price redetermination method shall be used for determining the prices throughout the contract term;
- vi. City reserves the right to negotiate with the awarded Proposer the price adjustment method that will be used for this Contract. Only the City is in a position to determine its' own best interest, therefore the City shall be the sole judge in determining if the price adjustment method is in the best interest of the City;
- vii. The City reserves the right to evaluate alternate price redetermination methods (i.e. CPI, PPI, and chemicals index etc...), to verify that any price increase is within current market conditions. If the price increase is extreme or unreasonable, the City reserves the right to terminate the Contract;
- viii. The price adjustment may be effective provided that the Proposer submits a written request, with supporting documentation, for a price adjustment, at least sixty (60) calendar days prior to the proposed effective date of the price adjustment;
- ix. The price adjustments shall not apply to orders received by the Proposer prior to the effective date of the increased contract price;
- x. Orders placed, via City Purchase Order, shall be considered to have been received by the Proposer after the fifth (5th) calendar day following the date of issuance by Procurement;
- xi. Such requested contract price increase shall become effective only upon approval by the City's Purchasing Officer.
- xii. Within thirty (30) calendar days after receipt of a Proposer's written request, the City's Purchasing Officer may cancel, without liability to the Proposer, any item on this contract or the contract in its entirety.

4. EMERGENCY ORDERS

- A. The City reserves the right to surpass this bid, if the successful Proposer is unable to fill an order, and buy from another immediate source in order to fulfill an emergency need.

SECTION C - SERVICES CONTRACT TERMS AND CONDITIONS
LAKE HAVASU CITY, ARIZONA
SERVICES CONTRACT
CONTRACT NO. P19-3173

This Contract is between **Lake Havasu City** (City) and _____ (Contractor).

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 EXHIBIT1.

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

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

- EXHIBIT 1 - STATEMENT OF WORK
- EXHIBIT 2 - INSURANCE REQUIREMENTS
- EXHIBIT 3 - CERTIFICATE OF LIABILITY INSURANCE
- EXHIBIT 4 - EMPLOYMENT ELIGIBILITY VERIFICATION & FORM
- EXHIBIT 5 - CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR
- EXHIBIT 6 - WORKERS' COMPENSATION EXEMPTION CERTIFICATE
- EXHIBIT 7 - ARIZONA STATUTORY PAYMENT BOND (DELETE THIS ITEM AND FORM PRIOR TO PRINTING, IF NOT APPLICABLE.)
- EXHIBIT 8 - ARIZONA STATUTORY PERFORMANCE BOND (DELETE THIS ITEM AND FORM PRIOR TO PRINTING, IF NOT APPLICABLE.)

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract. Contractor is providing services which involve health, safety and welfare of the general public. Delivery time is of the essence. Delivery must be made in accordance with the delivery schedule as promised by the Contractor.
2. **Contract Amendments.** This Contract shall be modified only by a written Contract Amendment signed by the City Manager or designee or City Official and persons duly authorized to enter into Contracts on behalf of the City Council.
3. **Parole Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
4. **Subcontracts and Assignment.** Contractor shall not Subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of City.
5. **No Third Party Beneficiaries.** City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing and signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
8. **Compliance with Applicable Law.** Contractor shall observe and comply with all established federal, state, and local administrative rules, codes, ordinances, regulations, standards, and laws applicable to the work under this Contract regardless of whether or not they are referred to by the City.

9. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Arizona and the provisions of the Lake Havasu City Municipal Code. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Mohave County, Arizona. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the U.S. District Court located in Phoenix, Maricopa County, Arizona.
10. **Arbitration.** In accordance with A.R.S. Title 12, parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the sole relief sought is monetary damages of \$40,000, or less, exclusive of interest and costs.
11. **Early Termination.** This Contract may be terminated as follows:
 - a. City and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. City, in its sole discretion, may terminate this Contract for any reason on thirty (30) days written notice to Contractor.
 - c. Either the City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding paragraph 11(c), City may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
12. **Payment on Early Termination.** Upon termination pursuant to paragraph 11, payment shall be made as follows:
 - a. If terminated under 11(a) or 11(b) for the convenience of the City, the City shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. City shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim City may have against Contractor.
 - b. If terminated under 11(c) by the Contractor due to a breach by the City, then the City shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
 - c. If terminated under 11(c) or 11(d) by the City due to a breach by the Contractor, then the City shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the City is entitled.
13. **Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:
 - a. If terminated under 11(c) by the City due to a breach by the Contractor, the City may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the reasonable excess.
 - b. In addition to the remedies in paragraphs 11 and 13 for a breach by the Contractor, the City also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
14. **Waiver.** Waiver of any default under this Contract by City shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
15. **Non Waiver of Liability.** The City as a public entity supported by monetary tax funding, in execution of its public trust, shall not agree to waive any lawful or legitimate right to recover monetary funds lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
16. **Conflict of Interest / Contract Cancellation.** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers, and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

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

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

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

18. **Gratuities.** The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
19. **Non Exclusive Contract.** Any subsequent Contract resulting from the solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods, service, or finished end product from another source when necessary.
20. **Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the City. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants City a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. City shall have no rights in any pre-existing work product of Contractor provided to City by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for City use only. If this Contract is terminated prior to completion, and the City is not in default, City, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
21. **Licenses and Permits.** Contractor shall maintain in current status all federal, state, and local laws, licenses, and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
22. **Force Majeure.**
- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - b. Force Majeure shall not include the following occurrences:
 - 1) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 2) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 3) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 - c. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 - d. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused, by force majeure.
23. **Late Submission of Claim.** The City shall not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
24. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept

accessible for no less than **six (6) years** following final payment. City's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. City shall reimburse Contractor for Contractor's cost of preparing copies.

25. **Insurance and Performance / Payment Bond Requirements.** Contractor shall maintain throughout the term of the Contract the amounts and limits established and referenced in the solicitation documents and included herein.
26. **Indemnity.** Contractor shall indemnify and hold harmless City, its officers and employees from and against any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Contractor or other persons employed or used by the Contractor in the performance of this Contract. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.
27. **Indemnity-Patents, Copyright, and Trademark.** Contractor agrees to defend City, mayor, council, appointed boards and commissions, officers, officials, employees, and agents individually and collectively at Contractor's own expense, in all suits, actions, or proceedings in which Contractor is made a defendant for actual or alleged infringement of any United States of America or foreign letters patents resulting from Contractor's use of the goods, service, or finished end product purchased as a result of this Procurement (Invitation To Bid (ITB) or Request For Proposal (RFP)) and subsequent Contract. Contractor further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action, or proceedings against City. Contractor agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods, service, or finished end product supplied by the Contractor. Contractor will indemnify City against all claims for damages to persons or property resulting from defects in materials or workmanship. It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.
28. **No Advance Payments.** Advance payments are not authorized. Payment will be made for only actual services or commodities that have been received and accepted by the City.
29. **Advertisement.** Contractor shall not advertise or publish news releases concerning this Contract without the prior written consent of the City Manager or designee.
30. **Americans with Disabilities Act.** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
31. **Anti-Discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits, or employment. Contractor shall not discriminate against minority-owned, women-owned, or disadvantaged small businesses. Contractor shall include a provision in each sub-contract requiring subcontractors to comply with the requirements of this clause.
32. **OMB Circular A-133.** If Contractor is determined by the City to be a sub-recipient of federal funds passed through the City, the Contractor must submit an annual Federal Compliance Audit in conformity with the OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.
33. **Disadvantaged / Minority / Woman Business Enterprise.** Contractor agrees to give Disadvantaged / Minority / Woman Businesses the maximum practical opportunity to participate in this Contract when possible, by obtaining supplies, materials, and services from such firms.
34. **Non Appropriation Clause - Fiscal Year.** If appropriations are reallocated, reduced or eliminated by legislative action or for any reason these goods and / or services are not funded, during any fiscal year the City may take any of the following actions:
 - a. Accept a decrease in price offered by the Contractor and complete the Contract;
 - b. Place the Contract on-hold and pay the Contractor for work performed up to the date of the non-appropriation notice. Work must be performed in accordance with the Contract prior to payment and be less any setoff to which the City is entitled. The contract may be resumed at a later date when funding is reestablished. Contract cannot be resumed beyond a (4) four year time period from the date of non-appropriation notice. Contractor must also reaffirm pricing and resubmit insurance and bonding certificates, if applicable. Documents must be received by the City prior to resuming the Contract;
 - c. Cancel the Contract and pay the Contractor for work performed up to the date of the non-appropriation notice. Work must be performed in accordance with the Contract prior to payment and be less any setoff to which the City is entitled, and re-solicit a new procurement;
 - d. Cancel the contract and re-solicit the requirements;
 - e. Cancel the contract.
35. **Non Appropriation Clause - Future Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current City's fiscal year. If payment for performance under this Contract extends into next fiscal year, the City's obligation to pay for such performance is subject to approval of future appropriations to fund this

Contract by legislative action. The City shall have no legal liability to pay funds due for performance under the terms of the Contract until and unless funds are appropriated by legislative action.

36. **Notice to Proceed.** The Contractor agrees to render services promptly and diligently upon receipt of written notice by a duly authorized City agent and to proceed with any or all of the services set forth herein.
37. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within **seven (7) days**, the demanding party may treat this failure as an anticipatory repudiation of this Contract.
38. **Non Performance.** In the event of nonperformance under this Contract, the City, after **seven (7) days** written notice to the Contractor, shall have the right to obtain from other sources such products and / or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor.

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

39. **Liens.** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the work required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make final payment.
40. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
41. **Title and Risk of Loss.** The title and risk of loss of materials or service shall not pass to the City until the City actually receives the material or service at the point of delivery FOB; and such loss, injury, or destruction shall not release seller from any obligation hereunder. The City shall notify the Seller promptly of any damaged goods, service, or finished end product, and further shall assist the Seller in arranging for inspection.
42. **FOB Point of Delivery.** All pricing, labor, materials, and services are to be FOB destination and delivered within the city limits of Lake Havasu City, Arizona, unless otherwise specified elsewhere in the solicitation documents.
43. **Employment Standards.** The Contractor agrees that upon request by Lake Havasu City, it shall remove from the City's premises any Contractor's employee, who, in the reasonable opinion of Lake Havasu City, is guilty of improper conduct, bringing any unauthorized personnel (including their own children) into a facility or work area, or is not qualified to perform the work assigned. The Contractor shall understand that its employees shall complete and pass a security background check, if so requested.
44. **Organization–Employment Disclaimer.** The agreement resulting hereunder is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall save and hold the City harmless with respect thereto.
45. **Cooperative Governmental Purchasing.** Pursuant to A.R.S. § 41-2632, other public agencies may contract directly with Contractor under the terms of the Contract. Contractor may be charged a one percent (1%) administrative fee for the use of said Contract. Contractor shall notify the City prior to their use of the Contract in providing goods, service, or finished end product to other agencies. If applicable, Contractor shall pay the administrative fee upon execution of said Contract, and Contractor shall provide a yearly sales report to the City ending December 31 of each year. Contractor shall make fees payable to the City at time of cooperative agency payment.
46. **Quarterly Reports.** If requested, parties agree that Contractor shall provide quarterly reports to City which shows each item purchased from City in the prior quarter, the individual cost of each item, and the total cost of all items purchased in the quarter.
47. **General Product Requirements.** All items delivered shall conform to the Specifications and shall be in first class condition. Acceptance by the City shall be subject to inspection and approval. In case of conflict between the Specifications and Additional Contract Terms and these Standard Terms and Conditions, the Specifications and Additional Contract Terms shall prevail. The apparent silence of the Standard Terms and Conditions and Specifications and Additional Contract Terms as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail and that only items manufactured with material and workmanship of first quality are to be supplied. All items delivered shall be of identical style, quality, and appointments as those offered to the trade in general during the course of the model year. All items delivered shall be new current models, free and clear of all liens and encumbrances. Unless otherwise provided in the Specifications, items shall, where appropriate, be prepared for delivery to and use by the City by a factory franchised

agent. Each item delivered shall be accompanied by all pre-delivery inspection sheets, coupons, certificates, descriptive literature, warranty cards, and information provided by the manufacturer and furnished to the trade in general. All such documents shall be properly completed and signed in accordance with industry standards. All items required by the Specifications to be UL listed shall indicate the current UL listing on the item. All items that are required by the Specifications to have any other certification shall indicate that certification on the item or in the accompanying documentation.

- 48. Inspection and Acceptance.** Goods, service, or finished end product furnished under this Contract shall be subject to inspection and testing by the City at times and places determined by the City within a reasonable time after arrival at its ultimate destination. If the City finds goods, service, or finished end product to be incomplete, unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet the specifications or other requirements or not in compliance with the Contract, the City, at its sole discretion, may either reject the goods, service, or finished end product, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods, service, or finished end product to the City at a reduced price, whichever the City deems equitable under the circumstances. Lake Havasu City may return such goods, service, or finished end product to Contractor at Contractor's expense. Contractor shall reimburse Lake Havasu City for any amounts paid by the City for the returned goods, service, or finished end product and any costs incurred by the City to return the goods to the Contractor. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the City, the City may reject the goods, service, or finished end product and cancel the Contract in whole or in part. Payment for merchandise, service, or finished end product prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise, service, or finished end product. Nothing in this paragraph shall in any way affect or limit the City's rights as buyer under the Uniform Commercial Code, including the rights and remedies relating to rejection or revocation of acceptance under A.R.S. § 47-2711 et seq.
- 49. Warranty and Service.** Contractor warrants all goods, service, or finished end product delivered to be free from defects in labor, material and manufacture and to be in compliance with the specifications set out in this Contract. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Further, Contractor represents and warrants that Contractor has the power and authority to enter into and perform this Contract and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms. All items delivered shall carry either the standard manufacturer's warranty or service policy providing that warranty work will be performed by any authorized manufacturer's dealer, or if specified in the Specifications, the warranty and service policy called for in the Specifications. In addition, unless otherwise noted in the Specifications, the warranty and service policy indicated above shall include the following terms and conditions:
- a. There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Warranty maintenance requirements, when performed by City, shall be acceptable to dealer when said work performance meets or exceeds the dealer certification requirements. City shall provide evidence of such work performance upon request, as required by the manufacturer. Any extended warranty period customarily granted shall be made available to City at no additional cost, and
 - b. City shall be advised of all product recalls on all or any part of the item at no additional cost. All product recall information, replacement parts and labor, shall be provided to the City as soon as available to dealer.
- 50. Shipment Reservation Prohibited.** Contractor shall not ship the goods, service, or finished end product under reservation and no tender of a bill of lading will operate or function as a tender of the goods or finished end product.
- 51. No Replacement of Defective Tender.** Contractor tender of goods, service, or finished end product must fully comply with all provisions of this Contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach, and the Contractor shall not have the right to substitute a conforming tender.
- 52. Product Correction.** It is agreed that Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with a full refund within thirty (30) days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 53. Default in One Installment to Constitute Breach.** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of nonconforming goods, service, or finished end product or a default of any nature under one installment or lot will impair the value of the whole agreement and constitute a breach of the agreement as a whole.
- 54. Hazardous Materials.** Contractor warrants that goods, service, or finished end product provided under this Contract comply with all federal, state, and local safety and health requirements. All items that include hazardous materials shall be labeled in accordance with law with the names of the hazardous ingredients, the hazards of the materials, and the appropriate precautions. Contractor shall provide a Material Safety Data Sheet as defined by OSHA for any goods, service, or finished end product provided under this Contract which may release, or otherwise result in exposure to, a hazardous substance under normal conditions of use. In addition, Contractor shall label, tag, or mark such goods, service, or finished end product. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

55. **Security.** Any disclosure or removal of any City material and / or information marked as confidential or private on the part of Contractor shall be cause for immediate cancellation of the Contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the City as a result of the Contractor's willful or negligent release of information, documents, or property contained in City facilities shall be borne solely by the Contractor.
56. **Preference for Recycled Materials.** The City shall prefer materials or supplies manufactured from recycled materials if the recycled product is available, it meets the requirements set forth in the Specifications, and the cost of the product does not exceed the cost of non-recycled products by more than five percent (5%).
57. **Prohibition on Government Contracts.** The Contractor shall comply with all applicable provisions of the A.R.S. § 35 Public Finances. Contractor further agrees that they shall not have any scrutinized business operations in Sudan and / or Iran.
58. **Terrorism Country Divestments.** In accordance with A.R.S. § 35 Public Finances, the City is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the Contract, Contractor warrants compliance with the Export Administration Act.
59. **Contractor's Employee E-Verify Eligibility Requirement.** The Contractor shall comply with all applicable provisions of the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214, which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program. See the following website for further information: www.dhs.gov/e-verify.

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

CONTRACTOR DATA AND SIGNATURE

Contractor Address:

Federal Tax ID# or Social Security #:

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

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

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

Signature

Title

Name (please print)

Date

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

LAKE HAVASU CITY SIGNATURE

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

City Manager or Designee**

Date

** Department Director signs here for Contracts under \$40,000 (unless retroactive).

DEPARTMENT AND CITY ATTORNEY APPROVAL AND REVIEW

Approved by:

Reviewed by:

CITY ATTORNEY
FOR LAKE HAVASU CITY, ARIZONA

Department Director or Designee Date

City Attorney Date

**EXHIBIT 1
LAKE HAVASU CITY SERVICES CONTRACT
CONTRACT NO.: P19-3173
STATEMENT OF WORK**

To Be Determined After Final Negotiations

EXHIBIT 2
LAKE HAVASU CITY SERVICES CONTRACT
CONTRACT NO.: P19-3173
INSURANCE REQUIREMENTS

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

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

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

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

Required by City Not required by City

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

Required by City Not required by City

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.

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

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

Required by City Not required by City

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

Required by City Not required by City

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER	CANCELLATION
LAKE HAVASU CITY LEGAL CITY ATTORNEY – CONTRACTS SPECIALIST 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
LAKE HAVASU CITY SERVICES CONTRACT
EMPLOYMENT ELIGIBILITY VERIFICATION & FORM

INSTRUCTIONS FOR COMPLETION OF EMPLOYMENT ELIGIBILITY VERIFICATION FORM

WHO MUST COMPLETE THIS FORM:

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

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

WHEN THIS FORM MUST BE COMPLETED:

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

This form can be found at:

https://www.lhcaz.gov/docs/default-source/department-documents/employerverificationofemploymenteligibility.pdf?sfvrsn=4408297c_11

**EXHIBIT 5
LAKE HAVASU CITY SERVICES CONTRACT
CONTRACT NO. P19-3173
CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Must Complete A or B below:

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

I certify under penalty of perjury that Contractor is a [check one]:			
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> Non-Profit
Corporation authorized to do business in the State of Arizona			

Signature	Title	Date	

B. 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. <u>You must check at least four (4)</u> to establish that you are an Independent Contractor.	
<input type="checkbox"/> 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.
<input type="checkbox"/> B.	I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
<input type="checkbox"/> C.	My business telephone listing is separate from my personal residence telephone listing.
<input type="checkbox"/> D.	I perform labor or services only under written contracts.
<input type="checkbox"/> E.	Each year I perform labor or services for at least two different persons or entities.
<input type="checkbox"/> 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. P19-3173
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

RFP NO.: P19-3173

RFP TITLE: Odor Mitigating Management Control Program

SECTION D – EMPLOYMENT ELIGIBILITY VERIFICATION FORM

INSTRUCTIONS FOR COMPLETION OF EMPLOYMENT ELIGIBILITY VERIFICATION FORM

WHO MUST COMPLETE THIS FORM:

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

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

WHEN THIS FORM MUST BE COMPLETED:

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

This form can be found at:

https://www.lhcaz.gov/docs/default-source/department-documents/employerverificationofemploymenteligibility.pdf?sfvrsn=4408297c_11

SECTION E - ADDITIONAL TERMS AND CONDITIONS

1. **Pre-Proposal Conference.** N/A
2. **Contract Term.** The Contract term shall be for five (5) years.
3. **Add / Delete Items or Services.** City reserves the right to add or delete items or services during term of awarded Contract as dictated by the changing / updating of employees, buildings, equipment, roads, or services.
4. **Pricing and Escalation / De-Escalation.** All pricing shall be protected from increase for the first twelve (12) month period of the Contract. Changes in proposed prices or discounts shall only be accepted annually and be submitted in writing ninety (90) days prior to the date of the change, which should be the anniversary date of the Contract. Any requests for reasonable price adjustments must be submitted in accordance with Section B1.

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

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

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

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

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

INVOICES FOR ALL DELIVERABLES SHALL BE SUBMITTED IN DUPLICATE TO:

Lake Havasu City
Accounts Payable
AccountsPayable@lhcaz.gov

2330 McCulloch Boulevard N.
Lake Havasu City, AZ 86403

SECTION F - INSURANCE REQUIREMENTS

Insurance. Contractor shall provide the following insurance:

- a. **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.
- b. **Commercial General Liability Insurance**, on an occurrence basis, with a combined single limit of not less than \$1,000,000, each occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. This insurance shall include contractual liability coverage.
- c. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles.
- d. **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.

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 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 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.

Product Liability Coverage. 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.

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.

SECTION G - TECHNICAL REQUIREMENTS / SPECIFICATIONS

1. AGENCY ENVIRONMENT

Lake Havasu City is a resort and retirement community located on Arizona State Route 95, 19 miles south of U.S. Interstate Highway 40 and geographically positioned at the western most part of Arizona. The City resides along the eastern border of California, the Colorado River, and Lake Havasu, which boasts a 42-mile shoreline. The City's population density resides at 55,000 plus.

The City offers a wide range of year-round recreational opportunities enhanced by spectacular sunsets and beautiful weather. Lake Havasu was named because of the ever-changing shades of its beautiful blue-green waters and hosts several national and international water-sporting events each year.

The planned community founded by the late Robert P. McCulloch, is home to the world's largest restored antique, the London Bridge. Lake Havasu City is diligently working towards expanding its commercial and industrial base. The type of local government is council-manager. The City operates with an approximate budget of \$175 million and a workforce of more than 485 employees.

Lake Havasu City is comprised of the following agencies / departments:

- Mayor and City Council Members
- Administrative Services Department
- City Manager's Office
- Fire Department
- City Attorney's Office
- Parks & Recreation Department
- City Clerk's Office
- Police Department
- Consolidated Courts
- Public Works Department
- Community Investment Department

2. PRELIMINARY PROCUREMENT SCHEDULE

ACTIVITY	DATE
Request For Proposal Announcement	April 19, 2019
Last day to submit questions to Procurement Official.	May 15, 2019
Proposal due to City Clerk's Office at 3:00 p.m. LATE PROPOSALS WILL NOT BE ACCEPTED	May 22, 2019

NOTE: Lake Havasu City reserves the right to change this schedule.

3. PROGRAM SCOPE

Lake Havasu City is soliciting bids from suppliers and is seeking to contract with the most responsive and responsible single supplier in providing a comprehensive liquid odor management control program utilizing a calcium nitrate chemical treatment solution, or calcium hydroxide chemical treatment solution. The program may include, but may not be limited to: analysis, design, liquid chemicals, controls (measurement and injection), documentation, installation (labor, transportation, per diem, taxes) and post installation support (on-going maintenance, engineering, sampling, testing, training), including all associated components, equipment, hardware, materials, programming, storage tanks and software, if applicable. The goal of the program is to provide the lowest overall cost to City, while meeting odor management control objectives set by the Wastewater Division. Program components shall be delivered FOB Lake Havasu City, AZ to the following lift stations throughout the City, which may include: Bombay, Queen's Bay, Hagen/Sweetwater, London Bridge Road, North Palo Verde, Port Drive and North Centre locations.

The dosing/injection system shall provide bulk storage tanks for calcium nitrate or calcium hydroxide and metering of the chemical treatment solution from the storage tanks to the wastewater collection system. The system shall contain controls (injection and measurement) as necessary to facilitate 24 point variations in feed rates over 24-hr period from the locally installed equipment control system and across the internet via cellular modem.

The calcium nitrate treatment solution shall facilitate and enhance the inherent ability of the facultative bacteria normally present in the wastewater environment to metabolize hydrogen sulfide and other odor-causing, reduced sulfur containing compounds. The calcium nitrate solution shall also provide a chemically-bound oxygen source for bacteria to utilize in the natural removal process of carbonaceous material in denitrification. This nitrate-oxygen shall be applied via pH neutral calcium nitrate salts. The material shall be chemically stable at the ambient temperature range (0- 128 degrees F) in Lake Havasu City. The material shall be ammonia free to prevent additional ammonia loading on the treatment facility.

The calcium hydroxide solution shall capitalize on the equilibrium relationship between the ionic sulfide species, dissolved hydrogen sulfide gas, and Ph. The treatment approach shall be characterized by elevating the pH of the wastewater stream to drive the sulfide existing in solution to the non-volatile ionic forms. The calcium hydroxide solution shall be free flowing when well mixed showing viscosity <cps 500. The calcium hydroxide solution shall be free of metals known to contribute to the formation of struvite in wastewater unit treatment processes. The calcium hydroxide solution shall have a solubility in water no less than 1.5 g/L allowing for rapid dissolution and minimizing accumulation.

A. Dosing/injection Equipment

The dosing/injection equipment shall have the capability to minimize chemical use for the defined goals of the program.

1. The dosing/injection system shall be complete with all components including the metering pumps contained in a single control panel and constructed to be free standing.
2. The controls shall include at a minimum:
 - a. On/Off/Automatic hand switch.
 - b. A pump run and fault light indicator.

- c. A PLC based controller that has at minimum:
 - i.. A user friendly HMI.
 - ii. 24 discrete 1 hour set-points.
 - iii. A global adjustment factor.
 - iv. Capable of adjustment for each of the days of the week.
 - v. A level monitor and readout.
 - vi. Outer Tank leak detection Alarm.
 - vii. A wireless remote connection to the internet.
- 3. The internet connection shall be a virtual control system that provides all inputs and outputs, alarms, and capabilities, as if the user is standing on location.
- 4. The Control Section and Pump shall be modular such that the complete control unit and the pumps can be removed with quick connect keyed control wire connections, physical AC plugs and, on the liquid side, quick connect fittings. The purpose is to allow a quick change-out of the components for minimum down-time.

B. Remote Hydrogen Sulfide Monitoring

The manufacturer shall provide VaporLink[®] monitor(s) or H₂S Monitors for continuous remote monitoring of atmospheric H₂S concentrations at specified control point(s). Continuous atmospheric H₂S data will be made accessible through a customer accessible website, which can be viewed through any device with an internet connection. The VaporLink[®] or H₂S Monitor will also provide instantaneous alarms should the H₂S concentration exceed a high level or average alarm set point.

C. Bulk Storage Tanks

The bulk storage tanks shall be double wall industrial grade and constructed of polyethylene with a minimum specific gravity rating of 1.65. There will be no penetrations in the inner tank on the side wall. The tank will have 2" fill line with a lockable cam-lock connection. The tank will have a 3" vent on the top.

D. Metering Pumps

The metering pumps shall be designed for the ambient temperature conditions of the location. They shall have the following properties:

- 1. The pumps shall be adjustable by a variable speed drive system.
- 2. The pumps shall have a range of dose rates from 0.2 gph to the maximum output of the pump.
- 3. The pumps shall have a suction lift of 20 feet of water column.
- 4. The dose rates shall be within 0.5% from when the tank is full and when it is at low operating level.

E. Treatment Solution

The calcium nitrate treatment solution shall have the following properties:

- 1. The solution shall contain 3.5 lbs./gallon of nitrate-oxygen.
- 2. The solution shall be free of debris and any other contaminants.
- 3. The solution shall not crystallize at the locations ambient temperatures.
- 4. The pH shall not be less than 4 or greater than 7.5
- 5. The weight shall be 12.34 lbs./gallon.
- 6. The product shall contain no ammonia.
- 7. A certificate of analysis must be provided with each delivery.

The calcium hydroxide treatment solution shall have the following properties

1. The solution shall contain minimum 42% lime solids
2. The solution shall have a viscosity <500 cps
3. The solution weight shall be 10.90-11.40 lbs/gallon
4. The solution shall be free of metals that contribute to the formation of struvite
5. The solution shall have a solubility in water no less than 1.5 g/l
6. The solution shall pass 99% of solids through a 200 mesh wet sieve

F. Services

The supplier shall provide all necessary manpower to maintain the dosing systems and the odor control goals as defined by Lake Havasu City. These include:

1. A service visit by a qualified technician at each dosing site bi-monthly to ensure proper operation. All wear parts shall be replaced on a scheduled basis as recommended by the equipment manufacturers.
2. Sample and monitoring manageable levels for H₂S/temperature/sulfide/pH and nitrate residual to be conducted twice a month at the various locations at the discretion of the Wastewater Division.
3. A report will be issued with the mechanical and/or sampling data the week following the maintenance visit.
4. A qualified Engineer or Technical Representative will physically meet with the staff on a monthly basis to review the data, make recommendations, and discuss any problems.

G. Supplier Qualifications

1. The supplier's representative designing the program set-up and providing the monthly recommendations must have at least 5 years' experience in applying nitrate to wastewater collection systems for the purpose of hydrogen sulfide and odor control.
2. The supplier must have at least 5 years' experience in design, constructing, and installing chemical feed systems for the purpose of calcium nitrate injection.
3. Qualified field technicians must have at least 3 years of experience working with chemical feed equipment with PLC Controls and sampling.
4. The supplier must include with their bid the resumes of the qualified individuals that will be performing routine maintenance and the qualified Technical Representative.
5. The manufacturer must supply a list (minimum 5 references with telephone numbers and contacts) of customers of comparable volume that are currently using the same product for hydrogen sulfide control and supplied by the bidder. All five of these references must have used the product for a minimum of ten years. Failure to supply this list may result in forfeiture of the bid.
6. Proposals submitted without proper Supplier Qualifications will be rejected.

1. **Pricing.** Pricing submitted on the **Section K - Proposal Price Schedule**, shall be inclusive of all costs, including delivery, except for fuel surcharges. All quantities listed are estimates for fiscal year 2019-2020. All chemicals used in treatment of Wastewater are to be taxed.
2. **Site Information.** The following table contains the information for each of the sites that require odor control under this program. Supplier must provide all double-walled tanks, dosing/injection equipment, and services to allow the City to obtain the following goals:

Feed Site Location	Wastewater Flow* MGD	Minimum Tank Size (Gallons)	Control Point Location	Liquid Dissolved Sulfide Goal at Control Point # (mg/l)
Queen's Bay	0.2	2,000	London Bridge Rd. P.S.	1.0
Sweetwater	1.0	4,000	Bombay P.S.	3.0
London Bridge Road	1.0	3,000 low profile	Bombay P.S.	3.0
North Palo Verde	0.08	3(ea) 150 low profile	Bombay P.S.	3.0
Port Drive	0.05	3,000	London Bridge Rd. P.S.	1.0

The following table contains the information for each of the sites where the tank or dosing system is owned by the City and the Supplier must provide treatment solution and all services:

Feed Site Location	Wastewater Flow* MGD	Tank Size (Gallons)	Control Point Location	Liquid Dissolved Sulfide Goal at Control Point # (mg/l)
Bombay	1.5	6,000	Influent P.S.	3.0
North Centre	0.35	2,000	Influent P.s.	3.0

*Wastewater flows are approximate

#Control point goals are influenced by multiple lift station contributions

SECTION H - PROPOSER RESPONSE

1. INSTRUCTIONS

- A. Documents pertinent to this RFP and all papers bound with or attached to this RFP and as described in the Table of Contents are necessary parts of the RFP and must not be detached or altered. Proposer must submit their Proposals in accordance with these instructions, and use the format and forms provided.
- B. All proposals shall be typed and single-spaced, with font size no smaller than No. 11 font size, on 8.5" x 11" paper. Proposal pages shall be numbered consecutively and **shall not exceed fifty (50) pages**. RFP responses should be prepared simply and economically, providing a straightforward, concise description of Proposer's qualifications to satisfy the requirements in the Request For Proposal. Special bindings, colored displays, promotional, and similar materials are not required, nor desired. Emphasis should be on completeness and clarity of content.
- C. The title page, contents page, tabs (with no information written on them) and any supplemental attachments required by the City will not be numbered or counted against the maximum number of pages.
- D. Each proposer may submit more than one response. If more than one response is submitted, each response must be complete unto itself, sealed in a separate envelope, and marked as "Primary Response", or "Alternate Response #1, #2, #3, etc" on the envelope and on the cover of each copy.
- E. Proposers are to submit the signed SECTION J – PROPOSER SIGNATURE PAGE provided in this RFP. It shall be included as the third (3rd) section of your proposal. The first page / section of your proposal is the title page / cover of this RFP. All required section pages stated in the RFP need not be numbered and will not be included as part of the maximum number of pages. ***Failure to complete, sign and submit the Signature Page form shall be cause for rejection of the proposal.***
- F. The proposal shall be valid for one hundred twenty (120) days from the date it is signed.
- G. To be considered responsive, all responses shall be in the same format and order as in the following: 2. EVALUATION CRITERIA SCHEDULE, of this RFP document. **Proposers shall describe in detail how the proposed solution will satisfy each specific requirement**, noting if the item is available in the proposed solution, can be added for a fee, or is not available. **Any requirement not having a detailed response shall be considered non-responsive.** All questions shall be answered unless marked as "Optional". Responses must be specific and complete unto themselves; 'See Enclosed Report', for example, shall not be considered responsive.

2. EVALUATION CRITERIA SCHEDULE

See Section G - Proposer Response Instructions for specifics on submission to the following listed criteria. The proposal's maximum total is 100 points. The following schedule of criteria and points scoring will be used to evaluate the proposal(s):

CRITERIA SCHEDULE		
Item	Description	Points
1.	Basic proposal requirements: Preparation of responsive proposal with all requested forms and information.	10
2.	Approach to Statement of Work: Adequacy of proposed approach to the minimum requirements.	15
3.	Experience and Qualifications: Key Project Team Members: Personnel listed, as submitted by your firm, shall remain responsible throughout the period of the agreement, as required in Section G. (3) – Program Scope. No substitution may be made without written submission of the proposed replacement and final approval being granted by the City. Qualifications are based on similarly provided services currently provided or provided within the last three (3) years. Proposer's qualification statement shall address experience as required in Section G. (3) – Program Scope.	25
4.	Pricing: Proposed pricing as identified in Section K – Proposal Price Schedule.	30
5.	Price Adjustment: Proposed annual renewal adjustment calculation matrix as described in Section B1 – Pricing and Redetermination Methodology and proposed on Section K – Proposal Price Schedule.	15
6.	References: Proposer shall provide a list of references from no less than five (5) entities to whom the same or similar types of services are being provided or have been provided for a minimum of ten (10) years. The list shall be submitted as required in Section G. (3) – Program Scope.	5
	Total Points:	100

SECTION I - NO PROPOSAL NOTIFICATION

RFP NO.: P19-3173

RFP TITLE: Odor Mitigating Management Control Program

CLOSING DATE & TIME: May 22, 2019 at 3:00 p.m. Arizona Time

Lake Havasu City is interested in receiving competitive pricing on all procurements. It is the desire to keep your firm as a supplier and a supplier of materials, equipment, services, etc. Therefore, it is important for us to determine why you are not submitting a RFP 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 RFP was too short; retain on mailing list.

_____ No RFP at this time.

_____ We do not supply the requested product or service(s).

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

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

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

_____ Other: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE _____

RETURN TO: Carissa Ochoa
Community Investment Department – Procurement
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403
Phone: (928) 854-0772 Fax: (928) 855-0551

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

SECTION J - PROPOSER SIGNATURE PAGE

RFP NO.: P19-3173

RFP TITLE: Odor Mitigating Management Control Program

By signature below, the Proposer certifies that the specifications, general provisions and the attached Contract Terms and Conditions have been carefully examined. If the RFP is accepted, Proposer 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 Proposer hereby certifies that Proposer:

- 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 RFP documents noted therein have been considered and all costs thereto are included in the RFP sum.

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

- 3) Complete, sign and return the attached documentation in the following order:

- Title Page — Cover of RFP
- Section H — Proposer Response
- Section J — Proposer Signature Page
- Section K — Proposal Price Schedule
- Section L — Exceptions to the Specifications
- Section M — References
- Attachments as required.

- 4) The term "CONTRACT DOCUMENTS" includes, but may not be limited to, the documents incorporated into this RFP No. **P19-3173**, RFP TITLE: **Odor Mitigating Management Control Program**, issued on **April 19, 2019** as follows:

- | | |
|---|--|
| A. Request For Proposals | G. Technical Requirements / Specifications |
| B. Instructions To Proposer | H. Proposer Response |
| a. SECTION B1 – Pricing and Redetermination Methodology | I. No Proposal Notification |
| C. Services Contract Terms and Conditions | J. Proposer Signature Page |
| D. Employment Eligibility Verification Form | K. Proposal Price Schedule |
| E. Additional Terms and Conditions | L. Exceptions to Specifications |
| F. Insurance Requirements | M. References |

5) The Proposer may withdraw a RFP at any time prior to the RFP opening by providing written request to the Procurement Official or designee. However, all RFPs shall be irrevocable for one hundred twenty (120) calendar days from the day of the RFP opening.

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

The Proposer agrees that pursuant to Section § 34-253 of the Arizona Revised Statutes, the undersigned certifies that neither he / she nor anyone associated with proposer'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 submission in connection with this procurement. Further, proposer agrees to provide a notarized "NO COLLUSION AFFIDAVIT" if so required by the City, at a future date.

PROPOSAL SUBMITTED BY:

NAME / TITLE _____
SIGNATURE _____
ARIZONA TAX ID: _____
FEDERAL TAX ID: _____
NAME OF FIRM: _____
ADDRESS: _____
PHONE: _____ **FAX:** _____
EMAIL: _____

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

SECTION K - PROPOSAL PRICE SCHEDULE

RFP NO.: P19-3173

RFP TITLE: Odor Mitigating Management Control Program

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

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
TBD	Calcium nitrate liquid odor management control program, including all costs per specifications as stated herein		
TBD	Calcium hydroxide liquid odor management control program, including all costs per specifications as stated herein		
	SUB TOTAL		
	(If bidding outside of Arizona, vendor to apply the Lake Havasu City Sales Tax of 7.85 percent . All other in-state applicable city sales tax apply. Please insert the applicable sales tax rate.) _____% SALES TAX RATE		
	GRAND TOTAL		

METHOD FOR PRICE REDETERMINATIONS

The Proposer shall submit with their proposal the method for price redetermination at the end of each annual term. Reference Section B1 of this request for proposal.

- PPI – Single Series; I have enclosed an example PPI series and calculation that represents this price adjustment methodology.
- PPI – Component Percentage Matrix Series; I have enclosed (1) the pricing component breakdown, (2) the related PPI series or other related indices, and (3) an example of the calculation worksheet that represents this price adjustment methodology.
- Catalog or Manufacturer Documented Price Adjustment; I have enclosed an example catalog or manufacturer's documentation that represents an example of this price adjustment methodology.
- CPI; I have enclosed an example CPI calculation that represents this price adjustment methodology.
- [Catalog or manufacturer] Price list with discount; ; I have enclosed an example catalog or manufacturer's price list with discount documentation that represents an example of this price adjustment methodology
- Alternate; I have enclosed an example of the price adjustment methodology that represents this proposed alternate.

WARRANTY (if applicable): _____

VENDOR'S NAME: _____

FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION

SECTION L - EXCEPTIONS TO REQUIREMENTS / SPECIFICATIONS

RFP NO.: P19-3173

RFP TITLE: Odor Mitigating Management Control Program

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

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

PROPOSER'S NAME: _____

FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR RFP REJECTION

SECTION M - REFERENCES

RFP NO.: P19-3173

RFP TITLE: Odor Mitigating Management Control Program

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

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

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

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

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

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

PROPOSER'S NAME: _____

FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR RFP REJECTION