



REQUEST FOR PROPOSAL

LAKE HAVASU CITY, ARIZONA

RFP NO.: P20 - HRRM - 3162

FOR

Positional Analysis and Compensation Study

Lynette Singleton, Procurement Official
E-Mail: purchasing@lhcaz.gov

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

RFP CLOSING DATE: **May 29, 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 on 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.: P20-HRRM-3162

RFP TITLE: Positional Analysis and Compensation Study

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SECTION A - REQUEST FOR PROPOSAL

RFP NO.: P20-HRRM-3162

RFP TITLE: Positional Analysis and Compensation Study

RFP DESCRIPTION: Lake Havasu City is seeking proposals from qualified firms to provide consulting services to conduct a City-wide employee comprehensive positional analysis and compensation study.

Notice is hereby given that sealed proposals for Request For Proposal Number: **20-HRRM-3162** for: **Positional Analysis and Compensation Study** 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 29, 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 29 and May 6, 2019 (Today's News Herald)**
May 2 and May 9, 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 finished end product 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.
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 finished end product 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. **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.
9. **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.
10. **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.
11. **Clarification / Protest / Question.** Any Proposer requesting clarification of or protesting or questioning any of the Requirements and or 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 21, 2019 3:00 p.m. Arizona Time. Requests must be submitted in a package marked as follows:

Clarification / Protest / Question
RFP No.: **P20-HRRM-3162**
Community Investment Department, Procurement Division
Attn: Lynette Singleton, Procurement Official
2330 McCulloch Boulevard 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 proposers in receipt of these RFP 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.
12. **Addenda.** All addenda shall be issued no later than five (5) calendar days prior to the RFP closing.
 13. **Addenda Acknowledgement.** Receipt of RFP addenda must be acknowledged by signing and returning the appropriate procurement document and acknowledging receipt on the proposal form.
 14. **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.
 15. **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.
 16. **Late Delivery of RFP.** Late RFPs will not be opened or considered under any circumstances. Late RFP Notification will be sent to proposer.
 17. **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.
 18. **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.**
 19. **Evaluation Process.**
 - a. **Evaluation process for written response and optional oral evaluation.** Each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Criteria scores

will then be summed. If Lake Havasu City does not elect to have an oral evaluation, the award will be given to the highest scoring proposal based on the written proposals.

If it is determined to be in the best interest of the City, an oral evaluation will be scheduled. The Proposers with the highest scores will be invited to an oral evaluation with the evaluation committee. The same criteria used to evaluate the written proposals will be used to evaluate the finalists during the oral evaluation. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification.

After the oral evaluation, each evaluator shall independently assign a score to each evaluation criterion and the criteria scores for the oral evaluation will be summed. The oral evaluation scores and the written evaluation scores will be summed resulting in a final score. The highest scoring proposal will be recommended for an award.

20. 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.

- 21. 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.

- 22. 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.

- 23. 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.: **P20-HRRM-3162**
Lake Havasu City
Community Investment Department, Procurement Division
Attn: Lynette Singleton, Procurement Official
2330 McCulloch Boulevard N.
Lake Havasu City, AZ 86403

- 24. 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.

25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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 C - CONTRACT TERMS AND CONDITIONS
LAKE HAVASU CITY, ARIZONA
PROFESSIONAL SERVICES CONTRACT
CONTRACT NO.: 20-3162

This Contract is between **Lake Havasu City** (City), 2330 McCulloch Blvd., N., Lake Havasu City, AZ 86403 and **[Contractor/Firm Name]** (Contractor), **[Contractor/Firm Address/City/State/Zip Code]**.

The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be [Insert Date & Year] 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 [Insert Date & Year].

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

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

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

- EXHIBIT 1 - STATEMENT OF WORK
- EXHIBIT 2 - INSURANCE REQUIREMENTS
- EXHIBIT 3 - CERTIFICATE OF LIABILITY INSURANCE
- EXHIBIT 4 - EMPLOYMENT ELIGIBILITY VERIFICATION & FORM
- EXHIBIT 5 - CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR
- EXHIBIT 6 - WORKERS' COMPENSATION EXEMPTION CERTIFICATE
- EXHIBIT 7 – PROPOSER'S RESPONSE

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. Contractor shall perform all services required pursuant to

this agreement in the manner and according to the industry standards observed by a competent practitioner of the profession in which Contractor is engaged.

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 service and/or deliverables caused by scheduling conflict; or
 - 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/or 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, services or finished end product 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 four (4) 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 starting July 1 and ending on June 30th of the following 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 finished end product 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 finished end product 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 Requirements.** All items delivered shall conform to the Specifications and the professional standard of care. 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 industry practice is to prevail and that only items prepared in accordance with the professional standard of care.

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 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.
49. **Warranty and Service.** Contractor represents that service, or finished end product are to be in compliance with the specifications set out in this Contract. 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
50. **Shipment Reservation Prohibited.** Contractor shall not ship the goods 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 conform, Contractor shall correct any deficiencies.
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.
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, and Exhibit 6, if applicable.

LAKE HAVASU CITY SIGNATURE

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

City Manager or Designee**_____
Date

DEPARTMENT AND CITY ATTORNEY APPROVAL AND REVIEW

Reviewed by:

CITY ATTORNEY
FOR LAKE HAVASU CITY, ARIZONA_____
City Attorney_____
Date

**EXHIBIT 1
LAKE HAVASU CITY PROFESSIONAL SERVICES CONTRACT
CONTRACT NO.: 20-3162
STATEMENT OF WORK**

1. **Contractor shall perform the following services:**
 1. Reference RFP, Section G – RFP Schedule and Scope of Services.
This section to be completed upon contract award.
2. **The maximum payment under this Contract, including expenses, is:**
“Not To Exceed” amount of [\$ to be completed upon contract award.]
3. **City shall pay Contractor on the following basis:**
City shall make payment to contractor within thirty (30) days from the time of invoice, provided the contractor submits an invoice that meets the City’s accounting level standards pursuant to City requirements. [\$ to be completed upon contract award.]
4. **Contractor will bill City for the work as follows:****
Contractor shall provide an invoice for work completed during the latest monthly billing period. Invoice process will continue until project is completed and accepted and combined invoice amounts do not exceed the maximum payment pursuant to item 2 listed above. [\$ to be completed upon contract award.]
5. **City will pay expenses on the following terms and conditions:** [\$ to be completed upon contract award.]
6. **This Contract may be renewed** at the expiration of its term by mutual agreement of both parties. The renewal may be for a maximum of four additional twelve (12) month periods or less if agreeable to both parties.
7. **Notice of intent to renew or extend** will be given to the Contractor in writing by a purchasing representative sixty (60) days prior to expiration of the current Contract. (This notice shall not be deemed to commit the City to a Contract renewal.)

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

**EXHIBIT 2
LAKE HAVASU CITY PROFESSIONAL SERVICES CONTRACT
CONTRACT NO.: 20-3162
INSURANCE REQUIREMENTS**

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

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

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

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

Required by City Not required by City

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

Required by City Not required by City

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

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

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

Required by City Not required by City

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

Required by City Not required by City

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

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

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

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

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

Completed by: _____
Contract Originator

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

EXHIBIT 4
LAKE HAVASU CITY PROFESSIONAL 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 PROFESSIONAL CONTRACT
CONTRACT NO.: 20-3162
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]:

Corporation Limited Liability Company Partnership 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. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Contractor Signature

Date

EXHIBIT 6
LAKE HAVASU CITY PROFESSIONAL SERVICES CONTRACT
CONTRACT NO.: 20-3162
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 contractors 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. Statute 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.: P20-HRRM-3162

RFP TITLE: Positional Analysis and Compensation Study

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=7>

SECTION E - ADDITIONAL TERMS AND CONDITIONS

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

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

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

4. **Add / Delete Services.** City reserves the right to add or delete services during term of awarded Contract as dictated by the changing / updating of employees, or other related service requirements. The RFP Statement of Work may be a partial and not a complete list of services to be purchased or performed.
5. **Pricing and Escalation / De-Escalation.** All pricing shall be protected from increase for the duration of the Contract.
6. **Purchase Orders.** Lake Havasu City will issue a purchase order for the services covered by this Contract. All such Purchase Orders will reference the Contract number.
7. **Terms of Payment.** Proposer shall indicate terms of payment where indicated in the RFP documents and any discounts proposed for early payment. For purposes of comparing discounts in RFPs, the City shall only consider discounts that allow a minimum of twenty (20) days for payment. Discount period will start from the date of receipt or current invoice, whichever is later, to the date the City's payment is mailed. Payments shall comply with the requirements of A.R.S. § 35-342.
8. **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.

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

INVOICES FOR ALL DELIVERABLES SHALL BE SUBMITTED TO:

Lake Havasu City
AccountsPayable@lhcaz.gov
or
Accounts Payable
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. **Professional Liability Insurance**, with a combined single limit of not less than \$1,000,000, each claim, incident, or occurrence, with an annual aggregate limit of \$1,000,000. 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.
- d. **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.

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.

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.

SECTION G – RFP SCHEDULE AND SCOPE OF SERVICES

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 State. The City resides along the eastern border of California, Colorado River, and Lake Havasu which boast a 42-mile shore line. The City's population density resides at 52,000 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 an elected Mayor and City Council Members representing the citizens of Lake Havasu City. 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
- City Manager's Office
- City Attorney's Office
- City Clerk's Office
- Consolidated Courts
- Community Investment Department
- Administrative Services Department
- Fire Department
- Parks & Recreation Department
- Police Department
- Public Works Department

2. PRELIMINARY PROCUREMENT SCHEDULE

ACTIVITY	DATE
Request for Proposal Announcement	April 29, 2019
Last day to submit questions to Procurement Official.	May 21, 2019
Proposal due to City Clerk's Office at 3:00 p.m. LATE PROPOSALS WILL NOT BE ACCEPTED	May 29, 2019
Tentative Contract Award	July 9, 2019

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

3. SCOPE OF SERVICE

Lake Havasu City is seeking to identify one proposer to provide consulting services to conduct a City-wide employee comprehensive positional analysis and compensation study, who is qualified to provide the following services:

1. Conduct a comprehensive evaluation of every job within the City to determine relative worth within the organization for FLSA exempt/non-exempt status, internal equity, and for the establishment of base salary.
2. Review all current job classifications, confirm, and recommend changes, if applicable, to classification series and levels within the series. Review reporting/organizational structure and make recommendations for hierarchy.
3. Establish appropriate benchmarking standards and comparable cities list for market analysis, with explanation of methodology used to establish the list. Consultant will conduct market analysis against the comparable cities list to ensure competitiveness within the market.
4. Review current compensation plan (salary grade levels and steps) and understand current challenges in recruiting and retaining employees.
5. Analyze and prepare recommendations for a new compensation plan to maintain competitiveness, maintain compliance with federal and state laws, and to ensure equity that promotes merit based pay philosophy (not a traditional step program); that allows for future growth without compaction issues.
6. Prepare analysis of the financial impact for implementation of the new classification and compensation plan and recommend implementation strategies, to include phasing if applicable.
7. Based on the recommended compensation plan assist with policy revisions and development.
8. Based on the recommended compensation plan assist with establishing performance evaluation criteria and evaluation methodology to support merit based pay philosophy.
9. Identify any current potential pay compaction issues and provide potential solutions.
10. Provide recommendations for ongoing internal administration and maintenance of the proposed compensation plan. Maintenance would include annual activities such as market study.

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 EVALUATION CRITERIA SCHEDULE within this RFP document. **Proposers shall describe in detail how the proposed solution will satisfy each specific requirement. Any requirement not having a detailed response shall be considered non-responsive.** Responses must be specific and complete unto themselves; 'See Enclosed Brochure', 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.	Questionnaire and 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: Key Project Team Members: Personnel listed, as submitted by your firm, shall remain responsible throughout the period of the agreement. No substitution may be made without written submission of the proposed replacement and final approval being granted by the City.	20
4.	Qualifications: Qualifications are based on similarly provided services currently provided or provided within the last 3 years. Proposer's qualification statement shall address experience in accordance with Section G.3 – Scope of Service.	25
5.	References: Proposer shall provide a list of references from five entities to whom the same or similar types of services are being provided or have been provided within the past five (5) years, in accordance with Section G.3 – Scope of Service.	10
6.	Compensation: Proposed compensation and annual renewal adjustment submittal in accordance with Section G.3 – Scope of Service.	20
	Total Points:	100

SECTION I - NO PROPOSAL NOTIFICATION

RFP NO.: P20-HRRM-3162

RFP TITLE: Positional Analysis and Compensation Study

CLOSING DATE & TIME: May 29, 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 vendor 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;
- _____ No RFP at this time; but interested in future solicitations for similar services;
- _____ We do not supply the requested service(s).
- _____ Services requested 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 service provider. (Please elaborate by submitting information on a separate sheet.)
- _____ Other: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE _____

RETURN TO: Lynette Singleton, Procurement Official
Community Investment Department, Procurement Division
2330 McCulloch Boulevard N.
Lake Havasu City, AZ 86403
Email: Purchasing@lhcaz.gov

SECTION J - PROPOSER SIGNATURE PAGE

RFP NO.: P20-HRRM-3162

RFP TITLE: Positional Analysis and Compensation Study

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 — Exceptions to Requirements, Scope of Services, Draft Contract
 Section L — References
 Attachments as required.

- 4) The term "CONTRACT DOCUMENTS" includes, but may not be limited to, the documents incorporated into this RFP No. **P20-HRRM-3162**, RFP TITLE: **Positional Analysis and Compensation Study**, issued on **April 29, 2019** as follows:

- | | |
|---|--|
| A. Request for Proposals | H. Proposer Response |
| B. Instructions to Proposer | I. No Proposal Notification |
| C. Services Contract Terms and Conditions | J. Proposer Signature Page |
| D. Employment Eligibility Verification Form | K. Exceptions to Requirements, Scope of Services, Draft Contract |
| E. Additional Terms and Conditions | L. References |
| F. Insurance Requirements | |
| G. RFP Schedule and Scope of Services | |

- 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 ADDRESS: _____

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

**FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR RFP REJECTION
SECTION L - REFERENCES**

RFP NO.: P20-HRRM-3162

RFP TITLE: Positional Analysis and Compensation Study

1. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Person(s) _____
Email Address(es) _____

2. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Person(s) _____
Email Address(es) _____

3. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Person(s) _____
Email Address(es) _____

4. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Person(s) _____
Email Address(es) _____

5. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Person(s) _____
Email Address(es) _____

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

PROPOSER'S COMPANY NAME: _____
FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR RFP REJECTION