



## NOTICE OF REQUEST FOR PROPOSAL RFP No. CRT22-001 COURT ARMED SECURITY GUARD SERVICES

Competitive sealed proposals for Armed Security Guard Services for the Kingman Municipal Court must be received by the Kingman City Clerk, 310 North 4<sup>th</sup> Street, Kingman, Arizona 86401, until the time and date cited. Proposals received by the correct time and date will be publicly recorded. Proposals must be in the actual possession of the City Clerk at the location indicated, on or prior to the exact time and date indicated herein. Late proposals will not be considered. The prevailing clock will be the clock at the Kingman City Clerk's Office.

Proposals must be submitted in a sealed envelope. The Request for Proposals number, offeror's name and address must be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Any questions must be addressed to the individual listed below.

<b>PROPOSAL DUE DATE:</b>	<b>FEBRUARY 24, 2022</b>
<b>TIME:</b>	<b>5:00 PM LOCAL AZ TIME</b>
<b>PROPOSAL LOCATION:</b>	Kingman City Clerk 310 North 4 <sup>th</sup> Street Kingman, AZ 86401

<b>QUESTIONS MUST BE DIRECTED TO:</b>	<b>MICHELLE AMAYA ISAACS, COURT ADMINISTRATOR (928) 753-8193 <a href="mailto:micamaya@courts.az.gov">micamaya@courts.az.gov</a> Kingman Municipal Court 219 North 4<sup>th</sup> Street Kingman, AZ 86401</b>
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## **SECTION A: OVERVIEW AND BACKGROUND**

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### **1. Overview**

- 1.1.** The City of Kingman requires Armed Security Services for its courthouse that is located at 219 North 4<sup>th</sup> Street, Kingman, AZ 86401. The Contractor will be responsible for providing all labor, materials, equipment and services required to provide armed security services at that location.
  
- 1.2.** At a minimum, the Contractor and assigned security personnel must be licensed and registered with the Arizona Department of Public Safety in accordance with A.R.S. 32, Chapter 26 and all applicable Arizona Department of Public Safety rules and regulations for security guard agencies and employees.

## **SECTION B: SCOPE OF WORK**

1. The City of Kingman utilizes Armed Security Services for the Kingman Municipal Courthouse located at 219 North 4<sup>th</sup> Street, Kingman, AZ 86401. The Contractor will be required to provide Armed Security Personnel in accordance with the requirements identified herein. The Contractor will be responsible for providing all labor, materials, equipment and services to provide armed security services.
2. **Contractor Qualifications and Requirements** - At a minimum, the Contractor and assigned security personnel must be licensed and registered with the Arizona Department of Public Safety in accordance with A.R.S. 32, Chapter 26 and all applicable Arizona Department of Public Safety rules and regulations for security guard agencies and employees.

**2.1.** Services may include but are not be limited to:

- 2.1.1. Providing armed security and emergency response personnel for the courthouse;
- 2.1.2. Controlling access through public entrance doors;
- 2.1.3. The screening of visitors and determining the purpose of the visit;
- 2.1.4. Answering alarms and emergencies;
- 2.1.5. Responding to reported suspicious situations and emergency needs;
- 2.1.6. Performing parking lot surveillance and check that doors are locked after office hours;
- 2.1.7. The visual capacity required to perform all required security functions;
- 2.1.8. A minimum of twenty-one (21) years of age;
- 2.1.9. Possessing either a High School diploma or GED;
- 2.1.10. Graduate of a certified security officer/guard training program per Arizona Revised Statute Title 32, Chapter 26;
- 2.1.11. No criminal convictions that render the officer unsuitable for the intended position;
- 2.1.12. No military discharge that renders the officer unsuitable for the intended position;
- 2.1.13. Literate in the English language (able to read, write, and speak and understand clearly);
- 2.1.14. Capable of writing reports and maintaining daily activity log;
- 2.1.15. Able to meet the physical demands required: 1) frequent walking, and 2) prolonged standing and sitting;
- 2.1.16. Possess current First Aid and CPR certification cards;
- 2.1.17. Familiar with the use of a defibrillator;
- 2.1.18. Consent to be fingerprinted and submit to a background check;
- 2.1.19. Consent to successfully complete additional training as required by the County;
- 2.1.20. Have successfully passed a pre-employment FBI background check;
- 2.1.21. Have knowledge of all security rules, regulations, procedures and laws pertaining to detaining individuals;
- 2.1.22. Have passed the Contractor's drug screening program;
- 2.1.23. Have in their possession, while on duty, an identification card in compliance with the Arizona Revised Statute 32-2633;
- 2.1.24. Have and maintain a valid Arizona Driver's License;
- 2.1.25. Be physically capable of performing all essential job duties, with or without reasonable accommodation. Such duties include, but are not limited to: standing and/or walking during entire assigned shift, occasional climbing of stairs and/or ladders, occasional lifting or carrying of objects weighing up to 50 pounds, occasional running of short distance, using when necessary self-defense in order to protect themselves as well as court staff from both armed and unarmed attacks.
- 2.1.26. Enforcement of "no smoking" regulations; and
- 2.1.27. Ensure that no unauthorized personnel enter into any restricted area.

**2.2. ARMED** security guard personnel assigned to the Kingman Municipal Court must meet the requirements of Section 2.1 and:

- 2.2.1. Successfully complete the required firearms training pursuant to Arizona Revised Statute, Title 32, and Chapter 26;
- 2.2.2. Not be a prohibited possessor as defined in Section A.R.S. 13-3101 or as described in Section 18 United States Code 922;
- 2.2.3. Not convicted of any crime involving domestic violence that is defined in Section A.R.S.13-3601;
- 2.2.4. Carry firearms at all times while on duty; at no time is the firearm to be concealed;
- 2.2.5. Have in possession a valid firearm permit.

This is an example of the types of services provided and is not intended to limit the scope of services required. The Kingman Municipal Court will work directly with the Contractor to establish any specific scope of work unique for the Kingman Municipal Courthouse.

**2.3. Employees of the Contractor**

- 2.3.1. The Contractor must provide mentally alert, physically capable, adequately trained, experienced, responsible, and qualified adult personnel to perform the required contracted services in a safe, orderly, and timely manner. The Court may require that the Contractor remove from the job any Contractor employee that endangers persons or property or whose continued employment under this Contract is inconsistent with the interest of the Court;
- 2.3.2. Contractor employees, while on duty, must be appropriately dressed in clothing/uniform and may be required to wear an identification-patch; and
- 2.3.3. Only employees of the Contractor designated with an identification patch/uniform will be allowed in the assigned work locations during working hours.

**2.4. Appearance** - All security guard personnel assigned to work within the Courthouse must be neat and clean in attire and person. Security guard personnel must be properly uniformed while on duty and conduct themselves in a professional manner. Security guard personnel must wear and display badges and other identification required in accordance with Arizona Revised Statute 32-2635 and Department of Public Safety, R13-6-501 and 502.

**2.5. General Duties/Patrol** - Assigned security personnel must conduct periodic patrols of the assigned courthouse parking lots for the purposes of monitoring, detecting and reporting of all unusual occurrences. While on duty the guard must:

- 2.5.1. Wear Contractor issued "standard security guard uniforms";
- 2.5.2. Have company badges prominently displayed;
- 2.5.3. Complete assigned duty circuit "random facility patrols" according to established schedules; this may include periodic patrols of the facilities interior structure and exterior grounds as designated by the Court;
- 2.5.4. Serve as an escort for Court staff when requested;
- 2.5.5. Respond to all pages and calls as soon as possible without delay to insure the safety of all personnel;
- 2.5.6. Notify their immediate supervisor in the event of an unscheduled absence to ensure alternative coverage;

- 2.5.7. Perform duties in a professional manner;
- 2.5.8. Be courteous and respectful to the public and the Court staff at all times;
- 2.5.9. Immediately report any incidences of physical and verbal abuse from the public or Court staff through a written account;
- 2.5.10. Report any situation of concern to the Court Administrator. The Court Administrator will provide support as needed;
- 2.5.11. Ensure all breaks are taken on the facility grounds. The Contractor is responsible to ensure sufficient coverage to allow for lunch breaks. Leaving the courthouse without authorization and coverage will result in a request for Contractor employee to be replaced.
- 2.5.12. Carry a company and/or County issued cell phone and/or radio to ensure communication at all times while on duty;
- 2.5.13. Cover all assigned posts at all times;
- 2.5.14. Smoke only in designated authorized areas;
- 2.5.15. Consume only non-alcoholic beverages while at post;
- 2.5.16. Not consume beverages when interacting with the public in the facility;
- 2.5.17. During duty hours maintain control of premises entry/exit; unarmed walking surveillance boundaries;
- 2.5.18. Be properly trained and capable of operating and or using security cameras and monitoring system equipment, walkthrough metal detectors, hand held metal detectors, x-ray machines as well as occasionally performing package searches;
- 2.5.19. Maintain weapons lockers per policy; and
- 2.5.20. Perform other general security duties in accordance with written and oral instructions issued by a designated Court official.

**2.6. Response Time** - Upon notification by the Court, the Contractor must have security personnel on site within twenty-four (24) hours. Contractor's facilities must be open for business and available to provide the services contained herein during the normal courthouse business hours of 7:00 AM until 6:00 PM Monday through Thursday (excluding City recognized holidays) and provide an attended emergency number for use after these hours.

- 2.6.1. Any security guard personnel assigned to work that voluntarily leaves their post or is removed by the Court at any time during a shift must be replaced by the Contractor with qualified alternate security personnel within two (2) hours.
- 2.6.2. The Contractor will be required to remove and replace any security personnel that the Court finds objectionable for any cause. No such request will be made for reasons that would violate applicable law. The Court representative or designee will report the name of the security personnel and the reason for removal to the Contractor. The Contractor must replace the security personnel with a qualified alternate by the start of the next shift. The Contractor must supply the Court with all proper license and certification for the replacement security personnel within twenty-four (24) hours.

**2.7. Late for Duty** - Tardiness is not allowed or excused. It is important that Contractor personnel adhere to the time frames established for service. Any change in schedule times will be provided to the Contractor at least 24 hours prior to implementing a new time schedule. If the Contractor does not meet the scheduled times, meaning the security guard personnel is not present for duty at the time specified, the Court will formally notify the Contractor and maintain the report in the Contractor file.

**2.8. Reporting/Record Keeping** - Assigned security personnel will be responsible for notifying all appropriate Court personnel in the event of fire, fire alarm related incidents, unsafe conditions, vandalism, theft or intrusion, crimes committed and criminal activity as soon as is practical. Contractor must submit written reports of all unusual incidents or hazardous conditions at the conclusion of each shift. Contractor must maintain, and submit upon request, complete and chronologically accurate and legible security shift log to the Court authorized designee.

The Contractor must maintain complete and accurate records required to substantiate services provided to the Court. Such records must indicate the security personnel providing the service along with the times and dates of service. The Contractor must make these records available to the Court upon request.

**2.9. Billing** - All employees must sign in and out for each shift. Copies of all sign in and out sheets must accompany all invoices. Overtime hours invoiced will not be paid unless previously approved by a Court representative in writing.

**2.10. Inspection of Assigned Personnel** - The Contractor must periodically, and upon request of the Court, examine and review the security personnel at the assigned location to determine compliance with assigned duties. The Contractor must maintain a written record of each inspection documenting the dates, times and any comments related to the service provided and must make the records available to the Court upon request.

**2.11. Court Responsibilities** -The Court will determine the number of security personnel and supervisors required and provide a schedule to the Contractor. All changes to the schedule must have prior Court approval.

2.11.1. The hours of service will be determined by the Court based upon Department requirements. Currently the Court has one full time security officer who works at the Kingman Municipal Courthouse. The Court will determine the hours services are required and may change the hours based on the needs of the Court.

2.11.2. The Court reserves the right to interview and approve or disapprove any personnel to be assigned to the Kingman Municipal Courthouse under this Contract.

## **INSTRUCTIONS TO OFFERORS**

1. **PROPOSAL FORMAT:** Original of each proposal in hard copy format should contain a copy of Contractor's proposal response including all submitted attachments on the forms and in the format specified in the RFP. The original copy of the proposal must be unbound and single-sided. The material should be in sequence and related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
  
2. **PREPARATION OF PROPOSAL:**
  - 2.1 All proposals must be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required.
  - 2.2 The offer and acceptance page must be submitted with an original ink signature by the person authorized to sign the proposal.
  - 2.3 Proposals must include all information requested in Required Content and Organization and include any other required forms or certifications.
  - 2.4 Erasures, interlineations, or other modifications in the proposal must be initialed in original ink by the authorized person signing the vendor offer.
  - 2.5 Periods of time, stated as a number of days, must be in calendar days.
  - 2.6 It is the responsibility of all offerors to examine the entire RFP package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submission. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
  
3. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current City of Kingman employee is also an owner, corporate officer or employee of your business. Offerors are to indicate on the Offer Page of this solicitation either "Yes" (City employee is associated with your business), or "No." If "Yes", Offerors must provide the name(s) of the City employee(s) and the position(s) City employee(s) hold within your business where indicated.
  
4. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the offeror must complete and submit their proposal to the Kingman City Clerk at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposal page. The offeror's proposal must be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, CONTRACT NUMBER, DATE AND TIME OF PROPOSAL OPENING must be written on the envelope.
  
5. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for 90 days after the opening time and date.
  
6. **INQUIRIES:** Any question related to a Request for Proposal must be directed to the Court Administrator whose name appears on the front side of this document. Questions should be submitted in writing when time permits. The Court Administrator may require any and all questions to be submitted in writing at the Court Administrator's sole discretion.
  
7. **REQUEST FOR ADDITIONAL INFORMATION:** The City reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request must be for informational purposes only and does not constitute discussions.

8. **CONTRACT NEGOTIATIONS:** The City of Kingman reserves the right to enter into negotiations with the Offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.
9. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
  - 9.1 Waive any immaterial defect or informality; or
  - 9.2 Reject any or all proposals, or portions thereof; or
  - 9.3 Reissue the Request for Proposal.

A response to any RFP is an offer to contract with the City of Kingman based upon the terms, conditions and specifications contained in the Court's RFP. Proposals do not become contracts unless and until they are executed by the Kingman Municipal Court and approved by the Kingman City Council. A Contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the Contract are contained in the RFP, unless any of the terms and conditions are modified by an Amendment or by mutually agreed terms and conditions in the Contract.

10. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each Offeror must familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It must carefully review the requirements of the RFP and otherwise satisfy itself as to the expense and ability to satisfy the requirements as listed in the RFP. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment other than that provided by the Contract.
11. **LATE PROPOSALS:** Late proposals will not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus they **do not** guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals will be rejected and returned to the Offeror regardless of reason for being late.
12. **WITHDRAWAL OF PROPOSAL:** At any time prior to the solicitation due date and time an Offeror (or representative) may withdraw their Offer. Facsimile or telephone withdrawals will not be considered.
13. **CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Court Administrator should be so advised in writing (price is not confidential and will not be withheld). The Court will review all requests for confidentiality and provide a written determination. If the confidential request is denied such information will be disclosed as public information.
14. **SUBCONTRACTORS:** Offeror must list any subcontractor/s that will be utilized in the performance of services herein. For each subcontractor, detail on respective qualifications must be included. Any subcontractors must meet the same qualifications as the primary Contractor.
15. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful Offeror must sign and file with the City within ten (10) days after Notice of Intent to Award all documents necessary to the successful execution of the Contract.



**16. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any RFP is an offer to contract with the City based upon the Contract provisions contained in the Court's RFP, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the Contract provisions must clearly identify the proposed deviations and any proposed substitute language and clearly demonstrate how the City will be better served by the substitute language. However, the provisions of the RFP cannot be modified without the express written approval of the Kingman Municipal Court and the City of Kingman. If a proposal or offer is returned with modifications to the Contract provisions that are not expressly approved in writing by the Kingman Municipal Court and the City of Kingman, the Contract provisions contained in the Court's RFP will prevail.

## **17. PROPOSAL CONTENT**

### **17.1 EXPERIENCE AND EXPERTISE**

**Demonstrated Ability:** A description of Offeror's experience and expertise regarding the services offered, company history, location, number of years in business, types of services provided and number of current full and part-time employees; and Resumes or curriculum vitae for key personnel, as defined in the Special Terms and Conditions, responsible for delivery of services. Describe staff accountabilities and expertise. Resumes must include name, title, key responsibilities and previous experiences that are relative to that field. Include all professional licensure, certifications, experience, educational history, professional awards and publications. Provide a list three (3) current contracts, including contact information, dollar amount of contract, length of contract, number and type of security personnel utilized, and any contract non-performance issues.

Provide information demonstrating the Offerors ability to support the Court's staffing requirements. Narrative should clearly demonstrate the Offeror's experience and expertise providing the services specified within the Scope of Work. Evidence should include, but not be limited to: The number of years in providing the service as it relates to the offered service; Staff experience, expertise, and education as it relates to providing the service; If the organization is new or if the proposed service is new to the organization, include any related experience; If the Offeror is proposing to provide the service (or any portion of the service) through subcontracts, also include subcontractors' experience and expertise.

### **17.2 METHOD OF APPROACH**

**Approach:** Provide an overview that indicates an understanding of the requirements of the Scope of Work. Describe the method of approach that will be used to provide the services described. Summarize the Offeror's overall capabilities and approaches for accomplishing the services specified within the Scope of Work. The information provided should clearly demonstrate the Offeror's level of understanding and the ability to meet the requirements including, but not limited to providing all labor, materials, equipment and services required to provide armed security services at the Kingman Municipal Court.

### **17.3 PRICE**

The award will **not** be based on price alone, nor will it be based solely upon the lowest fees submitted.

## **SPECIAL TERMS AND CONDITIONS**

**1. INSURANCE PROVISIONS:** Contractor and subcontractors must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be necessary.

1.1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below:

**1.1.1. Commercial General Liability – Occurrence Form:**

1.1.1.1. Policy must include bodily injury, property damage and broad form contractual liability coverage.

1.1.1.1.1. General Aggregate: \$5,000,000

1.1.1.1.2. Products – Completed Operations Aggregate: \$5,000,000

1.1.1.1.3. Personal and Advertising Injury: \$5,000,000

1.1.1.1.4. Each Occurrence: \$5,000,000

1.1.1.2. Policy must be endorsed to include Master Key coverage.

1.1.1.3. Policy must be endorsed to include coverage for "care-custody-control".

1.1.1.4. The policy must be endorsed to include the following additional insured language: "The City of Kingman and the Kingman Municipal Court must be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

1.1.1.5. Commercial General Liability Additional Insured Endorsement must be as broad as CG 20 10 11 85.

1.1.1.6. Policy must contain a waiver of subrogation endorsement, as required by this written Contract, in favor of the City of Kingman and the Kingman Municipal Court, and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor.

1.1.1.7. Contractor's subcontractors will be subject to the same minimum requirements identified above. Contractor must be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

1.1.1.8. The policy shall be endorsed to include Errors and Omissions coverage.

1.1.1.9. The policy shall be endorsed to include Assault and Battery coverage.

1.1.1.10. The policy shall be endorsed to include Use of Firearms coverage (if available).

## 1.1.2. Workers' Compensation and Employers' Liability

1.1.2.1. Worker's Compensation	Statutory
1.1.2.2. Employer's Liability	
1.1.2.2.1. Each Accident	\$1,000,000
1.1.2.2.2. Disease – Each Employee	\$1,000,000
1.1.2.2.3. Disease – Policy Limit	\$1,000,000
1.1.2.3. Policy must contain a waiver of subrogation endorsement, as required by this written Contract, in favor of the City of Kingman and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor.	
1.1.2.4. This requirement will not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).	
1.1.2.5. Contractor's subcontractors will be subject to the same minimum requirements identified in this section. Contractor must be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.	

- 1.2. **NOTICE OF CANCELLATION**: For each insurance policy required by the insurance provisions of this Contract, Contractor must provide to the City within two (2) business days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage or endorsed to lower limits. Such notice must be mailed, e-mailed or hand-delivered to the City of Kingman.
- 1.3. **ACCEPTABILITY OF INSURERS**: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A- VIII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 1.4. **VERIFICATION OF COVERAGE**: Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 1.4.1. All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- 1.4.2. All certificates required by this Contract must have 'Kingman Municipal Court and City of Kingman departments, agencies, officers, officials, agents, employees and volunteers' as 'Certificate Holder' and be sent directly to the City. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- 1.5. **SUBCONTRACTORS**: Contractor's certificate(s) must include all subcontractors as insureds under its policies or Contractor must be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum Insurance Requirements identified above. The City reserves the right to require, at any time throughout the life of this Contract, proof from the Contractor that its subcontractors have the required coverage.
- 1.6. **APPROVAL AND MODIFICATIONS**: The Kingman City Attorney, in consultation with the City of Kingman HR/Risk Management Department, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract as necessary. Any such modification or variation from the insurance requirements in this Contract will not require a Contract amendment but may be made by administrative action.
2. **PAYMENT**: The City will make every effort to process payment for the purchase of materials or services within 30 days after receipt of a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
  - 2.1. **PRORATED PAYMENTS**: If the Contract is terminated or cancelled prior to the end of the Contract term as specified the Contractor must prorate the fee for the last month of service.
3. **WARRANTY**: The Contractor warrants that all materials or services delivered under this Contract must conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City, must not alter or affect the obligations of the Contractor or the rights of the Court under the foregoing warranties. Additional warranty requirements may be set forth in this document.
4. **DISCOUNTS**: Payment discount periods must be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's warrant is mailed. Unless freight and other charges are itemized, any discount provided must be taken on full amount of invoice. However, the Court will be entitled to take advantage of any payment discount offered by the Contractor provided payment is made within the discount period.
5. **CONTRACT MODIFICATIONS**: The Contract must only be modified by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
6. **CONTRACT TERM & RENEWAL**: The term of the Contract shall commence August 1, 2022, and be in effect for five (5) years until July 31, 2027, unless terminated, canceled or extended as provided herein.
7. **OTHER CONTRACTS**: The City may, as its sole option, enter into Contracts for additional work related to the Contract. The Contractor must fully cooperate with other Contractors and with Court employees to accommodate such other work. The Contractor must not commit or permit any act that interferes with the performance of such work by other Contractors.

## **STANDARD TERMS AND CONDITIONS**

### **1. DEFINITION OF KEY WORDS USED IN SOLICITATIONS:**

- 1.1. Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Offer as non-responsive.
- 1.2. Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the Court may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.
- 1.3. May: Indicates something that is not mandatory but permissible.
- 1.4. For purposes of this solicitation, the following definitions apply:
  - 1.4.1. City – City of Kingman, Kingman, Arizona, 86401.
  - 1.4.2. Contractor, Company or Firm – Used interchangeably in referring to the organization offering materials or services to the Court.
  - 1.4.3. Contract - The legal agreement executed between the Court and the Contractor.
  - 1.4.4. Court – Kingman Municipal Court.
  - 1.4.5. Court Administrator - The Court employee specifically designated as responsible for monitoring and overseeing the Contractor's performance under this Contract.
  - 1.4.6. Joint Venture – Two or more persons or entities combining their property, money, skills and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
  - 1.4.7. Offer or Response – A general term for a Bid, Proposal, or Submittal in response to an Invitation for Bid, Request for Proposals or Request for Qualifications, respectively.
  - 1.4.8. Offeror – The party making an Offer to the Kingman Municipal Court in response to a Solicitation. This term may refer to a Offeror responding to an Invitation for Bids or Proposer responding to a Request for Proposals.
  - 1.4.9. Solicitation – A general term for an Invitation for Bid, Request for Proposals, or Request for Qualifications issued by the Court.

2. **ACCEPTANCE:** The Contractor acknowledges that all material or service delivered under this Contract must conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City, will not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document. All material and services provided under this Contract are subject to final inspection and acceptance by the City. Nonconforming material per the specifications of this Contract will be held at the Contractor's risk and may be returned to the Contractor. If nonconforming material is returned, the Contractor bears all responsibility for all costs associated with original delivery and return. If a service is deemed nonconforming, the Contractor bears responsibility for all costs associated with providing the service. Noncompliance is subject to STANDARD TERMS AND CONDITION, "TERMINATION OF CONTRACT."

3. **ADDITIONAL COMPENSATION:** The Contractor must submit a written proposal to the City's Designated Representative and secure the City's written approval of same prior to the performance by the Contractor of any work for which additional compensation will be requested.
  - 3.1. Without the prior written approval of the proposed work and the fee therefor, the City will not consider payment of any sums other than those already set forth under this Contract.
4. **ADVERTISING:** Contractor must not advertise or publish information concerning this Contract without prior written consent of the City.
5. **AMERICANS WITH DISABILITIES ACT:** The Contractor must 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.
6. **APPLICABLE LAW:** This Contract is governed by the law of the State of Arizona, and suits pertaining to this Contract must be brought only in Federal or State courts in the State of Arizona in the County of Mohave.
7. **ARBITRATION:** It is understood and agreed that no provision of this Contract relating to arbitration or requiring arbitration will apply to or be binding upon the City except by the City's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute must be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Contractor must continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
8. **ASSIGNMENT – DELEGATION:** No right or interest in this Contract is assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of the Contractor will be made without prior written permission of the City. This Contract and all of the terms, conditions and provisions herein, extend to and bind upon the heirs, administrators, executors, successors, and assignees of the parties hereto. The City will not unreasonably withhold approval of assignment and will notify the Contractor of the City's position within 30 days of receipt of written notice by the Contractor.
9. **BUSINESS LICENSES AND PERMITS:** The Contractor must maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
10. **CERTIFICATION:** By providing an authorized signature in the offer section of the Offer and Acceptance page, the Offeror certifies:
  - 10.1. The submission of the Offer did not involve collusion or other anti-competitive practices.
  - 10.2. The Contractor must not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 41-1461, et seq.
  - 10.3. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - 10.4. The Contractor submitting the Offer hereby certifies that the individual signing the proposal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
  - 10.5. The Contractor certifies that, to the best knowledge and belief of the Contractor, the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government.

- 11. CONFIDENTIALITY OF RECORDS:** The Contractor must establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract will be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. The Contractor also agrees that any information pertaining to individual persons must not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract unless otherwise agreed to in writing by the City.
- 12. CONTINUITY:** The Contractor must maintain all pertinent files, records, and documents which relate to the delivery of materials or services provided in this Contract. Supporting documents, files and records must be retained by the Contractor for five (5) years after the termination of this Contract.
- 13. CONTRACT:** The Contract will be based upon the Solicitation issued by the City, the Offer submitted by the Contractor in response to the Solicitation, and any negotiations entered into and changes agreed upon by both parties. The Offer must substantially conform to the terms, conditions, specifications and other requirements set forth within the Solicitation. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, may be deemed non-responsive and the Offer rejected. The Contract will contain the entire agreement between the City and the Contractor relating to this requirement and prevails over any and all previous agreements, contracts, proposals, negotiations, purchase orders in any form.
- 14. CONTRACT AMENDMENTS:** This Contract may be modified only by a written contract amendment approved and signed by the Kingman City Council or any other relevant resolution approved by the Kingman City Council.
- 15. COST OF PROPOSAL PREPARATION:** The City will not reimburse the cost of developing, presenting, or providing any response to a Solicitation, except as required by statute. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 16. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** The Contractor must deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, will constitute breach of the Contract as a whole.
- 17. FORCE MAJEURE:** Except for payment of sums due, neither party is 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 a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure will not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
  - 17.1. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must immediately notify the other party in writing of such a delay at the commencement thereof, and further specify the causes of the delay in the notice. The delayed party must make all reasonable efforts to overcome conditions causing delay as soon as practicable and must notify the other party in writing when it has done so. The time of completion will be extended by Contract modification for a period of time equal to the time required to overcome the Force Majeure or the time required to overcome the effects of the Force Majeure that delayed the party from performing in accordance with this Contract.

**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 Court or City of Kingman. In the event this Contract is canceled by the City pursuant to this provision, the City is entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

**19. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor (as "Indemnitor") hereby agrees to defend, indemnify, and hold harmless the Kingman Municipal Court, the City of Kingman and its departments, agencies, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Kingman Municipal Court, the City of Kingman, its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the Court.

**20. INDEPENDENT CONSULTANT:** Each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

20.1. The Contractor is not entitled to compensation in the form of salaries, paid vacation or sick days by the City of Kingman. Such days do not accumulate for the Contractor's use at a later date.

20.2. The City of Kingman will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes or social security payments will not be withheld from a payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

**21. INTERPRETATION - PAROL EVIDENCE:** This Contract is intended by the parties to be the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not 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.

**22. ISRAEL BOYCOTT CERTIFICATION:** In accordance with A.R.S. § 35-393.01, "the Company certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in a boycott of Israel." Violation of this certification by the Contractor may result in action by the County up to and including termination of this Agreement.



- 23. LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable, pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in A.R.S. § 23-214 (A).
- 24. LEGAL REMEDIES:** All claims and controversies regarding this Contract are subject to the City of Kingman Procurement Code and any applicable Arizona Revised Statutes.
- 25. LICENSES:** The Contractor must maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the Contract.
- 26. LIENS:** All materials, services and other deliverables supplied to the City under this Contract must be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the City, the Contractor must provide a formal release of all liens.
- 27. NON-EXCLUSIVE CONTRACT:** Any Contract resulting from this Solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City of Kingman. The City reserves the right to obtain like goods or services from another source when necessary.
- 28. PAYMENT:** When submitting an invoice for payment, the Contractor must include the applicable Purchase Order number on the invoice. No invoice may be submitted until the Contractor has supplied the materials or services covered by the relevant purchase order. If the Contractor is unable to fulfill the entire scope of a purchase order, the Contractor may submit an invoice for the portion of the materials or services supplied during a given billing period. Once the backordered or incomplete portion of a purchase order's scope is shipped or completed, the Contractor may send a new invoice for the remainder to be paid. The Contractor must submit invoices within 30 days of the date of delivery or completion, whichever is later.
- 28.1. The City will make every effort to process payment for the purchase of materials or services within 30 days after receipt of materials or services and a correctly and adequately formatted and documented invoice.
- 29. PROJECT COMPLIANCE:** It is the Contractor's sole responsibility to comply with all applicable Federal, State, and Local regulations. At a minimum, the project, materials, or services provided under this Contract must comply with all applicable Federal, State, and Local regulations and any amendments thereto that are adopted during the life of this Contract.
- 30. PROTECTION OF GOVERNMENT BUILDINGS:** The Contractor must use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on Court property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor must replace or repair the damage at no expense to the Court in coordination with Court staff and as approved by the Court Administrator. If the Contractor fails to or refuses to make such repair or replacement, the Contractor is liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be included in this Contract is read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract must forthwith be physically amended to make such insertion or correction.
- 32. PUBLIC HEARINGS:** The Contractor may attend any public hearing on matters related to the scope of services set forth in this Contract.

- 33. PUBLIC RECORD:** All Offers submitted in response to this Solicitation become the property of the City and become a matter of public record available for review subsequent to award. Any information or materials deemed proprietary must be specifically designated as such and may be maintained as a confidential record at the discretion of the City.
- 34. RECORDS:** Internal control over all financial transactions related to this Contract must be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of Contractor or any and all of Contractor's subcontractors. Said audit will be limited to this Contract and its scope of services.
- 35. RELATIONSHIP OF PARTIES:** It is clearly understood that each party acts in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments will not be withheld from a payment issued hereunder and that Contractor should make arrangements to directly pay such expenses.
- 36. 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 30 days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
- 37. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 38. RIGHTS AND REMEDIES:** No provision in this document or in the Offer will be construed, expressly or by implication, as a waiver by either party of any existing or future right or remedy available by law to seek the cure of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or delay the exercise of any right or remedy provided in the Contract or by law will not be deemed a waiver to such rights or remedies. Furthermore, the acceptance of materials or services and delivery of obligations imposed by this Contract or by law does not constitute a waiver of any right or remedy provided by this Contract or by law, nor will such an act constitute a waiver of any right of either party to insist upon the strict performance of the Contract.
- 39. SEVERABILITY:** The provisions of this Contract are severable at the sole discretion of the City to the extent that any provision or application held to be invalid will not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 40. SUBCONTRACTS:** No subcontract will be entered into by the Contractor with any other party to furnish any of the materials or services specified herein without the advance written approval of the City. All subcontracts must comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and must include all the terms and conditions set forth herein which will apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are employed. The City will not unreasonably withhold approval and will notify the Contractor of the City's position within 30 days of receipt of written notice by the Contractor.

- 41. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract pursuant to A.R.S. Section 38-511 without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract, on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a Contractor to any other party to this Contract with respect to the subject matter of the Contract.
- 42. SUSPENSION OF WORK:** The City may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City.
- 42.1. The Contractor agrees that no charges or claims for damages will be made against the City for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, will not be construed as a waiver by the City of any of the rights herein.
- 43. TERMINATION OF CONTRACT:** Unless otherwise specifically provided herein, this Contract may be terminated at any time by mutual written consent. The City may, with or without cause, terminate this Contract in whole or in part upon giving thirty (30) days written notice to the Contractor. If this Contract is terminated, the City will be liable only for payment under the payment provisions of this Contract for services rendered and materials accepted by the Court before the effective date of termination, unless the subject items are nonconforming. If the materials or services for which the Court would otherwise be liable to pay are nonconforming, STANDARD TERMS AND CONDITIONS, "ACCEPTANCE" governs.
- 43.1. The City may terminate this Contract in whole or, from time to time, in part, for the City's convenience or because of the failure of the Contractor to fulfill the Contract obligations. Upon receipt of the notice of termination, the Contractor must:
- 43.1.1. Immediately discontinue all services affected (unless the notice directs otherwise), and
- 43.1.2. Deliver to the Court all data, reports, estimates, summaries and other information and materials accumulated in performing this Contract, whether completed or in process.
- 43.2. If the termination is for the convenience of the City, the City will make an equitable adjustment in the Contract price but will allow no anticipated profit on unperformed services.
- 43.3. If the termination is for failure of the Contractor to fulfill the Contract obligations, the City may complete the work by Contract or otherwise, and the Contractor is liable for any additional cost incurred by the City.
- 43.4. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor has not failed, the rights and obligations of the parties are the same as if the termination had been issued for the convenience of the City.
- 43.5. Each payment obligation of the City created hereby is conditioned upon the availability of City, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continuance of service herein contemplated, the Contract period for the service may be terminated by the City at the end of the period for which funds are available. The City will notify Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty will accrue to the City in the event this provision is exercised, and the City will not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 44. TIME RECORDS:** The Contractor must maintain complete, current and daily records covering all hours actually worked on this project by each employee. The City reserves the right to audit and examine such records at any time during the progress of this Contract. The City may withhold payment if such documentation is found by the Court to be incomplete or erroneous.
- 45. TITLE AND RISK OF LOSS:** The title and risk of loss of material or services will not pass to the City until the City actually receives the material or services at the point of delivery, unless otherwise provided within this Contract.
- 46. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract will conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified, and any inspection incidental thereto by the City does not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be listed herein.

### **TAX INFORMATION**

NECESSARY TAX INFORMATION MUST BE INCLUDED FOR ALL PERSONS OR ENTITIES WHO OR WHICH SUBMIT OFFERS TO MOHAVE COUNTY DEPARTMENTS.

For City and Arizona State Offerors:

Where offerors claim a sales tax, the Offerors justify said tax by showing either their "Arizona Use Tax Number" or their "Arizona privilege Sales Tax Number". If the Offeror includes an additional city sales tax in his tax, the Offeror must show the rate of percentage, the city and respective number.

Does the Offeror have an Arizona Privilege Sales Tax Certificate Registration? Yes\_\_\_ No\_\_\_  
 If the answer is "YES", list the number: Number \_\_\_\_\_

Does the Offeror have a city tax registration? Yes\_\_\_ No\_\_\_  
 If the answer is "YES", list the city and registration number: City: \_\_\_\_\_  
 Number: \_\_\_\_\_

If the Offeror is an "Out of State Vendor", the following information must be completed:

Out-of-State Offerors Only: Awarded Contractor is subject to the provisions of A.R.S. §42-5007.

Does the Out-of-State Offeror have an Arizona Use? Yes\_\_\_ No\_\_\_  
 Tax Certificate Registration? Yes\_\_\_ No\_\_\_  
 If the answer is "YES", list the city and registration number: City: \_\_\_\_\_  
 Number: \_\_\_\_\_  
 Offeror must state the amount of tax included in the bid offer: Amount: \_\_\_\_\_

Does the Out-of-State Offeror have an additional city tax registration in the State of Arizona? Yes\_\_\_ No\_\_\_  
 If the answer is "YES", list the city and respective number: City: \_\_\_\_\_  
 Number: \_\_\_\_\_

**AUTHORIZED SIGNATORY OF OFFEROR:**

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Date Signed
(Name of Signature and Title)

## OFFER FORM

### TO THE CITY OF KINGMAN:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal.

### CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current City of Kingman employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the City employee(s) and the position(s) employee(s) hold within your business (reference "Instructions to Offerors", Item #4 herein).

\_\_\_\_\_ Yes \_\_\_\_\_ No If "YES", please provide the current City of Kingman employee and position.

### **CONTACT:**

### **FOR CLARIFICATION OF THIS OFFER:**

\_\_\_\_\_  
Signature of Person Legally Authorized to Sign on Behalf of Company

\_\_\_\_\_  
Name (First, Middle Initial, Last)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Direct Telephone (Including Area Code)

\_\_\_\_\_  
City / State / Zip Code

\_\_\_\_\_  
Mobile Telephone (Including Area Code)

\_\_\_\_\_  
Telephone Number (Including Area Code)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Company Web Address

### ACCEPTANCE OF OFFER:

The offer is hereby accepted. Services Provider is now bound to provide the services and/or materials specified herein in RFP# CRT22-001, including all terms, conditions, specifications, amendments, etc., and Services Provider's Offer as accepted. Services Provider has been cautioned not to commence any billable work or to provide any service and/or material under this Contract until Services Provider receives this signed sheet or a written notice to proceed.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeffrey R. Singer, Kingman City Magistrate

**FORM 1 – TITLE PAGE**

**1 Service Provider:**

Please submit all information requested herein

---

**Organization / Agency / Company Name:** \_\_\_\_\_

**Contact Person's Name:** \_\_\_\_\_

**Contact Person's Title:** \_\_\_\_\_

**Contact Telephone (include Area Code):** \_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Street Address if different from Mailing Address:** \_\_\_\_\_

**Organization / Agency / Company Website:** \_\_\_\_\_

# FORM 2

## PRICE SHEET / REIMBURSEMENT SCHEDULE

<b>Position</b>	<b>*Straight-Time Bill Rate</b>	<b>*Premium/ Holiday-Time Bill Rate</b>
ARMED SECURITY		
SUPERVISOR		
OFFICER		

**FORM 3**  
**REFERENCES**

**Reference #1**

**Agency Name:**

---

**Contract Dates:**

---

**Agency Address:**

---

**Contact Name and Title:**

---

**Telephone Number with Area Code:**

---

**Business Email Address:**

---

**Average Number of Persons receiving services each month of Contract:** \_\_\_\_\_

**Reference #2**

**Agency Name:**

---

**Contract Dates:**

---

**Agency Address:**

---

**Contact Name and Title:**

---

**Telephone Number with Area Code:**

---

**Business Email Address:**

---

**Average Number of Persons receiving services each month of Contract:** \_\_\_\_\_



**Reference #3**

**Agency Name:**

---

**Contract Dates:**

---

**Agency Address:**

---

**Contact Name and Title:**

---

**Telephone Number with Area Code:**

---

**Business Email Address:**

---

**Average Number of Persons receiving services each month of Contract:** \_\_\_\_\_