

# Invitation for Bids (IFB)

**Solicitation No.:** AF-22549

**Date:** 10/19/2022

**Project Description:** Ash Fork Water Service system improvements-  
Drill new Ground Water Well *and*  
Install approx. 2500' of Water Main.

**IFB Due Date and Time:** December 12, 2022, 2:00 P.M.

**Location for Submission:** Ash Fork Water Service office, 518 W. Lewis Ave.,  
Ash Fork, Az 86320. Mailed submittals (USPS) should use P.O. box 436.

**Opening Location and Time:** Bids will be publicly opened on December 12, 2022,  
immediately following the 2:00 P.M. deadline, 518 W. Lewis Ave. Ash Fork, Az. Ash Fork  
Water Service office.

Bids received by the correct time and date shall be opened.

Competitive sealed bids for the materials and services specified herein will be received by Ash  
Fork Water Service, at the above specified location, until the time and date cited.

Bids must be sealed and plainly marked with "Solicitation No. AF-22549" and must be  
received by Ash Fork Water Service at the time indicated above. Bids shall be in the actual  
possession at the location indicated, on or prior to the exact time and date indicated above.  
Time is of the essence as to all submissions.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THIS ENTIRE  
SOLICITATION.**

Questions regarding this Solicitation should be submitted via email to:  
lewishume60@gmail.com.

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## UNIFORM INSTRUCTIONS FOR OFFERS

1. **DEFINITION OF TERMS.** As used in these instructions, the terms listed below are defined as follows:
  - 1.1 **“ARPA” or the “American Rescue Plan Act of 2021”** means the American Rescue Plan Act of 2021, including, but not limited to, regulations implementing ARPA, the U.S. Department of Treasury final rule, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, and performance and reporting requirements.
  - 1.2 **“Award”** means the selection of one or more successful Offerors in connection with this Solicitation.
  - 1.3 **“Business” or “businesses”** means all business types and – to the extent possible – home-based businesses.
  - 1.4 **“Business days”** means days when Arizona state government is open for business and does not include weekends or holidays.
  - 1.5 **“Contract”** means the executed Contract entered into pursuant to this Solicitation along with this Solicitation, including any addendum, Exhibits, Special Instructions to Offerors, Special Terms and Conditions, and the Scope of Work; the conforming Offer, any best and final offers; any amendments to this Solicitation or the Contract; and any terms applied by law.
  - 1.6 **“Contractor”** means any successful Offeror who has entered into a Contract pursuant to this Solicitation.
  - 1.7 **“Representative”** means Lewis Hume who is designated to act on behalf of the issuing Organization in regard to this Solicitation.
  - 1.8 **“Days”** means calendar days unless otherwise specified.
  - 1.9 **“Exhibits”** means all items attached as a part of this Solicitation.
  - 1.10 **“Offer”** means an offer, bid, or proposal in response to this Solicitation.
  - 1.11 **“Offer Deadline”** means the final date and time for submission of Offers to this Solicitation.
  - 1.12 **“Offeror”** means a bidder or vendor who responds to this Solicitation by submission of an Offer.
  - 1.13 **“Organization”** means the entity issuing this Solicitation.
  - 1.14 **“Solicitation”** refers to the Invitation for Bids (IFB) Solicitation No. AF-22549 and all terms and conditions and Exhibits herein, including any Solicitation Addendum subsequently issued.
  - 1.15 **“Solicitation Contact Person”** means Lewis Hume who may be contacted via

email at [lewishume60@gmail.com](mailto:lewishume60@gmail.com).

**1.16 "Subcontract"** means any Contract between the Contractor and another party or between a subcontractor and another party for performance of any work or furnishing of any material or any service required for the performance of the Contract.

## **2. PRE-OFFER INQUIRIES.**

**2.1 Duty to Examine.** It is the responsibility of Offeror to examine the entire Solicitation, seek clarification in writing, consult with Offeror's legal, financial, tax, and technical experts and check its Offer for accuracy before submitting an Offer.

**2.2 Solicitation Contact Person.** Any inquiry related to this Solicitation, including any requests for or inquiries regarding standards referenced in this Solicitation shall be directed solely to the Solicitation Contact Person. Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee or agent of Organization unless this Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact, or they are directed to do so by the Solicitation Contact Person.

**2.3 Submission of Inquiries.** Inquiries shall be submitted via email. Any inquiry related to this Solicitation shall refer to the "Ash Fork Water Service -system improvements" and the Solicitation Number but should otherwise clearly indicate that it is an inquiry or request for additional information, rather than a completed Offer.

**2.4 Requests for Exceptions.** An Offeror may submit to the Solicitation Contact Person a written request for an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in this Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications thereto.

A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. The Solicitation Contact Person shall determine, in his or her sole discretion, whether an exception is substantial or material and advise Offeror of the decision. If an Offeror submits a preprinted contract, it shall be rejected.

A request for exceptions must be submitted to the Solicitation Contact Person not less than seven (7) days prior to the Offer Deadline. A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing or email by the Solicitation Contact Person.

If the Offeror does not receive a written response to a request for exceptions prior to the Offer Deadline, the Offeror may restate the request for an unsubstantial and nonmaterial exception in its Offer. A request for exceptions in an Offer will be considered by when evaluating the Offer. If the request for exceptions is not acceptable, Organization may deny the request or reject the Offer.

**2.5 Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven

(7) days before the Offer Deadline. Failure to do so may result in the inquiry not being answered.

- 2.6 No Reliance on Verbal Responses.** Any inquiry that results in changes to this Solicitation shall be answered solely through a written Solicitation Addendum. An Offeror may not rely on verbal responses from the Solicitation Contact Person to inquiries.

**3. OFFER PREPARATION.**

- 3.1 Forms.** An Offer must be submitted with all information requested in this Solicitation. If a substitute document is used for any supplied documents or forms such as the questionnaire or any exhibits to this Solicitation, then the substitute documents must be legible and contain the same information requested in any such supplied documents or forms.

- 3.2 Typed or Ink; Corrections.** An Offer must be typed or in ink. Erasures, interlineations, or other modifications in an Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened, except as provided by law or court order.

- 3.3 Acknowledgement and Acceptance:** The Acknowledgement and Acceptance of the terms and conditions of this Solicitation must be submitted with an Offer and signed by an authorized representative of the Offeror who represents and warrants that representative is authorized to execute the Offer on behalf of Offeror and to bind the Offeror.

All exceptions or modifications requested by the Offeror, regardless of whether Organization previously accepted the requested exceptions or modifications requested by the Offeror, must be clearly set forth in the Acknowledgement and Acceptance. Any exceptions or modifications set forth in the form that have not been previously accepted by Organization may be rejected if Organization determines, in its sole judgment, that a requested exception or modification would substantially or materially alter a term, condition, or other provision of this Solicitation. Unacceptable exceptions or modifications may remove an Offer from consideration for Award.

- 3.4 Offer Sheet, Acknowledgement and Acceptance, and Non-Collusion Affidavit.** The Offer Sheet, Acknowledgement and Acceptance, and Non-Collusion Affidavit within this Solicitation shall be submitted with an Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of this Solicitation and that the information provided is true, accurate and complete. Failure to submit these forms may result in rejection of the Offer.

- 3.5 Subcontractors.** An Offeror shall list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

- 3.6 Cost of Offer Preparation.** To the fullest extent permitted by law, Organization will not reimburse an Offeror for the cost of responding to this Solicitation.

- 3.7 Incurring Costs.** Organization is not liable for any costs, expenses, fees, etc.

incurred by the Offeror prior to issuance of a Contract.

**3.8 Solicitation Addendum.** Unless otherwise stated in this Solicitation, each Solicitation Addendum shall be signed with an original signature by the person signing the Offer and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a Solicitation Addendum or to follow the instructions for acknowledgement of the Solicitation Addendum may result in rejection of an Offer.

**3.9 Tax Identification Numbers.** An Offeror must provide his or her Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer Sheet and provide the tax rate and amounts where applicable in the Offer.

**3.10 Taxes.** Prices provided in an Offer shall include applicable state and local taxes. The Organization is exempt from paying federal excise tax and state property taxes.

**3.11 Order of Precedence.** This Invitation for Bid includes the following documents listed in their order of precedence:

- 3.11.1** Solicitation and Addendums;
- 3.11.2** Special Requirements of Solicitation;
- 3.11.3** General Terms and Conditions of Contract;
- 3.11.4** Statement of Scope of Work/Specifications;
- 3.11.5** Uniform Instructions for Offers.

In the event of conflicts or discrepancies among the foregoing Solicitation documents, interpretations will be based on the document having a higher order of precedence.

**3.12 Exceptions to Terms and Conditions.** An Offer that takes exception to a requirement of any part of this Solicitation shall clearly identify the specific paragraph(s) where the exception(s) occur. All exceptions that are contained in an Offer may negatively affect the evaluation of Offeror's bid based on the criteria as stated in this Solicitation or result in rejection of the Offer in the Organization's sole discretion.

#### **4. SUBMISSION OF OFFERS.**

**4.1 Required Submission.** All Offers shall be submitted in hard copy, mailed to:

Ash Fork Water Service  
P.O. box 436,  
Ash Fork, AZ 86320 ,

**or delivered to:**

Ash Fork Water Service  
518 W. Lewis Ave.  
Ash Fork, AZ 86320

The envelope containing the Offer should be sealed and should reference the Solicitation Number and be directed to the attention of Lewis Hume. Offers must be received at the location indicated at or prior to the exact time and date of the Offer Deadline. Late Offers will not be considered except as otherwise provided herein.

**4.2 Offer Amendment or Withdrawal.** Offeror may withdraw an Offer any time prior to the Offer Deadline. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided by law or court order. Each Solicitation Addendum shall be signed by the person signing the Offer, and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer.

**5. ADDITIONAL OFFER INFORMATION.**

**5.1 Late Offers.** An Offer submitted after the Offer Deadline shall be rejected, except as otherwise provided herein.

**5.2 Confirmation.** A Representative may contact the Offeror to confirm understanding of the Offer. Such contact shall occur after the Offer Deadline, after opening of bids, and prior to Award. Organization shall seek written confirmation from the Offeror and shall retain the request and confirmation, if obtained, in the procurement file.

**5.3 Offer Acceptance Period.** Offeror shall hold its Offer open for a minimum of sixty (60) days from the Offer Deadline.

**5.4 Rights of Waiver, Rejection, and Cancellation.** Notwithstanding any other provision of this Solicitation, the Organization may waive any informality, reject any and all Offers or portions thereof, or cancel this Solicitation completely in the sole discretion of the Organization.

**6. CONFIDENTIAL INFORMATION.**

**6.1 Request for Confidentiality.** If an Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, such information shall be so identified wherever it appears in the Offer and Offeror shall state its basis under Arizona law for the requested confidentiality and complete the Request for Confidentiality of Proprietary Information.

**6.2 Pricing is not confidential.** All pricing and cost information submitted with an Offer is not confidential and any request for confidentiality of pricing or cost information submitted to the Solicitation Contact Person shall not be protected from disclosure. Requests to protect pricing information or the entire Offer from disclosure will be denied.

**7. CERTIFICATIONS OF OFFEROR.** By signing the Offer Sheet and the Acknowledgement and Acceptance, Offeror certifies the following:

**7.1** Offeror has examined, understands, and agrees to be bound by the terms, conditions, scope of work/services and specifications, and all exhibits of this Solicitation.

**7.2** The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited:

**7.3** Offeror has not given, has not offered to give, or does not intend to give at any time

hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official or employee of the Organization in connection with this Solicitation.

- 7.4 Certification Regarding Lobbying (Byrd Anti-Lobbying Amendment).** Pursuant to 31 USC 1352, Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in 2 CFR § 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Contract to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant or any other award.
- 7.5 Certification Regarding Any Other Solicitation, Award, Grant, or Loan.** By submitting an Offer and performing under this Solicitation, Offeror is not violating any terms or conditions of any other solicitation, award, grant, loan, or local, state, or federal law, rule, or regulation, including, but not limited to, U.S. Department of Treasury, ARPA, Coronavirus State and Local Fiscal Recovery Funds or Capital Projects Fund.
- 7.6 Additional Offeror Certifications.** Offeror, including its owners, employees, and agents have not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under any state or federal laws for acts or omissions after January 1, 1985; Offeror certifies it has an active <https://sam.gov/> registration, and Offeror is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity; If awarded a Contract, Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, Scope of Work, specifications, and Exhibits of this Solicitation.

## **8. AWARD.**

- 8.1 Basis of Award.** An Award will be made to the responsible Offeror whose Offer conforming to the invitation for bids, will be most advantageous to the Organization, considering price and the price-related factors included in the Solicitation.

No requirement or factor may be used in the evaluation of Offers that is not set forth in this Solicitation. **Failure to include all required documents, fully completed and signed, may invalidate the bid.** Bids shall include all labor, materials, permit fees, associated charges, applicable taxes, and any additional costs if work is done during other-than-normal working hours. Bid bonds are not required.

- 8.2 Award.** The Organization may award one or more contracts from this Solicitation.
- 8.3 Formation of Contract.** A submitted Offer in response to this Solicitation is an offer to contract with the Organization based upon the terms, conditions, scope of work/services, and specifications contained in this Solicitation. An Offer does not become a Contract unless and until the Organization makes an Award. A Contract is formed when the parties sign the Award and Contract documents. No work may commence, nor products be delivered until a work order has been issued to



Contractor following contract Award.

## **9 PROTESTS.**

**9.2** A protest of this Solicitation or an Award may be made by an interested party as defined by law. Protests shall be in writing and be filed with the Organization's Representative. A protest based on alleged improprieties that are apparent before the Offer Deadline must be delivered to the Organization before the Offer Deadline. A protest of this Solicitation or an Award for any other reason must be delivered within ten (10) days after an Award.

**9.3** A protest shall include:

**9.3.1** The name, address, and telephone number of the interested party;

**9.3.2** The signature of the interested party or its representative;

**9.3.3** Identification of the soliciting entity and the Solicitation Number;

**9.3.4** A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

**9.3.5** A description of the type of relief requested.

## GENERAL TERMS AND CONDITIONS OF CONTRACT

All Award(s) of Contract(s) are subject to the following terms and conditions. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in this General Terms and Conditions of Contract. Provisions of this General Terms and Conditions of Contract may be superseded by the Special Requirements of Solicitation, if any, of this Solicitation.

### 1. **CANCELLATION.**

- 1.1 **Cancellation for Bankruptcy or Acquisition.** Organization reserves the right to cancel or suspend the use of any Contract if Contractor files for bankruptcy, becomes insolvent, or is acquired by an independent third party.
- 1.2 **Cancellation for Conflict of Interest.** Organization may cancel the Contract for conflict of interest.
- 1.3 **Cancellation for Convenience.** Organization reserves the right to immediately cancel the Contract without penalty or recourse, in whole or in part, when Organization determines cancellation to be in the best interests of Organization. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.
- 1.4 **Cancellation for Non-performance or Contractor Deficiency.** Organization reserves the right to cancel the whole or any part of the Contract due to failure by Contractor to carry out any obligation, term, or condition of the Contract. Organization may issue a written deficiency notice to Contractor for any material violation of the contract, including, but not limited to, the following:
  - 1.4.1 Failing to comply with the accepted terms and conditions of the Contract.
  - 1.4.2 Providing material that does not meet the specifications of the Contract.
  - 1.4.3 Providing work and/or material that was not awarded under the Contract.
  - 1.4.4 Failing to adequately perform the services set forth in the scope of work/services and specifications.
  - 1.4.5 Failing to complete required work or furnish required materials within a reasonable amount of time.
  - 1.4.6 Failing to make progress in performance of the Contract and/or giving Organization reason to believe that Contractor will not or cannot perform the requirements of the Contract.
  - 1.4.7 Performing work or providing services under the Contract prior to receiving a Organization approved purchase order for such work.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to the Organization to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by Organization, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of Organization.

- 1.5 **Cancellation for Replacement.** Organization reserves the right to cancel the

Contract awarded under this Solicitation and replace it with a different Contract awarded to the same Contractor for similar goods and services. Organization may, at its option, replace the Contract awarded from this Solicitation or delay a new Award until the existing Contract expires. The decision to replace the Contract rests solely with Organization.

- 1.6 Continuation of Performance.** Contractor shall continue to perform in accordance with the requirements of the Contract, up to the date of cancellation and as directed in the cancellation notice.
- 1.7 Cancellation for Improper Conduct.** Organization may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of the Organization with a view toward securing a contract or with respect to the performance of the Contract. Paying the expenses of normal business meals shall be in accordance with Federal rules and Organization's policy regarding gratuities. Samples of software, equipment, or hardware provided to Organization for demonstration or evaluation are not considered gratuities.

## **2. CONTRACT ADMINISTRATION.**

- 2.1 Retention and Inspection of Records.** Contractor shall retain and, by contract, shall require each subcontractor to retain all books, accounts, reports, files, and other records, whether in written or electronic form, relating to the acquisition and performance of the Contract (the "Records") open to inspection and audit at reasonable times during regular business hours during the term of the Contract and for a period of six (6) years after the completion of the Contract, or in accordance with ARPA, whichever is longer. Upon request, Contractor shall promptly provide Organization with a legible copy of any or all such Records.
- 2.2 Compliance with Prior Certifications.** Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to Organization in this Solicitation.
- 2.3 Inspection and Testing.** Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes for producing the materials and services at a reasonable time for inspection of the materials and services covered under the Contract. Organization shall also have the right to test at its own cost the materials to be supplied under the Contract. Inspection at Contractor's facilities or testing shall not constitute final acceptance of the materials. If Organization determines non-compliance of the materials, Contractor shall be responsible for the payment of all costs incurred by Organization for testing and inspection.
- 2.4 Notices.** Notices to Contractor required by this Solicitation shall be made by Organization to the person indicated on the Offer Sheet submitted by Contractor, and notices to Organization required by this Solicitation shall be made by Contractor to the person indicated in this Solicitation. After Award, notices to Contractor and Organization shall be specified in the Award documentation, by issued work orders, and in accordance with the Notice provisions of the Contract. Organization and Contractor may change its respective person to whom notices shall be given by reasonable written notice in accordance with the Contract and an

amendment to the Contract shall not be necessary.

- 2.5 Advertising.** Contractor shall not advertise or publish information for commercial benefit concerning the Contract or its working relationship with Organization without prior written approval of the Organization.
- 2.6 Value Engineering.** This contract allows for but does not require Value Engineering. Each contractor or bidder may use its own resources to develop and submit value engineering change proposals (VECP's). If the contract is awarded to a contractor who has submitted a VECP that is accepted by the Organization, then the savings resulting from the VECP shall be split equally between the Organization and the contractor, after payment of the contractor's allowable development and implementation costs. Costs incurred by contractors to develop VECPs that are not accepted by the Organization are not eligible for reimbursement by the Organization or ARPA. Value Engineering may not be utilized or accepted by the Organization if it increases total costs to the Organization.
- 2.7 Certification of Non-participation in IFB.** Contractor certifies that it did not participate in, develop or draft specifications, requirements, statements of work, or invitations for bids in relation to this contract.
- 2.8 Small, Minority and Women Business Participation.** If subcontractors are used, Prime Contractor agrees to the following.
- a) Placing qualified small and minority businesses and women's business enterprises on any solicitation lists maintained by them.
  - b) Assuring that small and minority businesses, and women's business enterprises are solicited when they are identified as potential sources.
  - c) Dividing total requirements, if economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
  - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
  - e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, or other local business development organizations.

### **3. CONTRACT AMENDMENTS.**

- 3.1 Amendments.** The Contract is issued under the authority of the Organization. The Contract may be modified only through a written amendment. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by any unauthorized Organization employees or agents or made unilaterally by Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect. The contract may be amended by Organization at any time to bring the contract into compliance with applicable local, state, and federal laws and regulations.

- 3.2 Assignment and Delegation.** Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the Organization Representative.
- 4. CONTRACT CLAIMS.** All claims and controversies under the Contract shall be resolved according to law.
- 5. CONTRACT INTERPRETATION/GOVERNING LAW.** The Contract is governed by and construed in accordance with the laws of the State of Arizona. The parties agree that any dispute related to this Solicitation or Contract shall be brought in Yavapai County Superior Court or the Federal District Court for the State of Arizona.
- 6. CONTRACTUAL REMEDIES.** The contractual remedies specified below are not meant to be inclusive of all remedies afforded to the parties according to law or as may be supplemented by the Contract.
- 6.1 Right to Assurance.** If the Organization in good faith has reason to believe that Contractor does not intend to or is unable to perform or continue performing the Contract, Organization may demand in writing that Contractor give a written assurance of intent and/or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of the Contract. Upon anticipatory breach, Organization may pursue all remedies, including termination of the Contract. Contractor may also be required to pay to Organization all or part of the funds that were paid by Organization to Contractor through payment from a claim against the performance bond or by another payment method within thirty (30) calendar days and Contractor shall be responsible for all collection and litigation costs of Organization, including attorney fees.
- 6.2 Stop Work Order.**
- 6.2.1** Organization may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by the Contract for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 6.2.2** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The Organization Representative shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 6.3 Nonconforming Tender.** Products and materials supplied under the Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with the Contract constitutes a material breach of contract. On delivery of nonconforming materials, Organization may terminate the Contract or pursue any other right or remedy available to it.

- 6.4 Right to Offset.** Organization shall be entitled to offset against any sums due Contractor, for any expenses, costs, or damages incurred by Organization as a result of Contractor's nonconforming performance or failure to perform the Contract.
- 6.5 Non-exclusive Remedies.** The rights and the remedies of the parties under the Contract are not exclusive.
- 6.6 Force Majeure.** Except for payment of sums due for contracted goods or services actually provided, a party shall not be liable to the other or deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of Force Majeure. As used in the Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. Force Majeure shall not include the following occurrences:
- 6.6.1** Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
  - 6.6.2** Late performance by a Subcontractor unless the delay arises out of a Force Majeure as defined in the Contract.
  - 6.6.3** Inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If delayed in the progress of work by Force Majeure, the delayed party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition and estimate the time for performance; and (b) use commercially reasonable efforts to remove any such causes and resume performance under the Contract.

## **7. FEDERAL AND STATE REQUIREMENTS.**

- 7.1 Civil Rights Compliance.** Contractor shall comply with all applicable state executive orders and federal and state laws, rules and regulations, including the legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act

of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

**7.2 Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under the Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services may involve access to secure or sensitive data or personal client data and shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Contract. This provision applies to work performed by both Contractors and Subcontractors.

## **8. INSURANCE REQUIREMENTS.**

**8.1 Insurance.** Contractor shall procure and maintain until all of its obligations under the Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have worker's compensation insurance unless excepted by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Solicitation or the Contract.

**8.2 Insurance Coverage.** Unless other coverages or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverages with limits of liability not less than the following:

### **8.2.1 Commercial General Liability – Occurrence Form.**

Policy shall include bodily injury, property damage, ongoing and completed operations, and broad form contractual liability.

General Aggregate	\$4,000,000
Products –Complete Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

The policy shall be endorsed to include the following additional insured language: The Organization shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor."

Commercial General Liability Additional Insured Endorsement shall include Contractor's ongoing and completed operations.

Policy shall contain a waiver of subrogation endorsement, as required by this Contract, in favor of the Organization and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed

by or on behalf of Contractor.

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

**8.2.2 Business Automobile Liability.**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall contain, or be endorsed to contain, the Organization as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor, including automobiles owned, leased, hired, or borrowed by Contractor.

Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section. Contractor shall 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.

**8.2.3 Worker's Compensation and Employers' Liability.**

Workers' Compensation Statutory	
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this Contract, in favor of the Organization for losses arising from work performed by or on behalf of the Contractor.

This requirement shall 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).

Contractor's subcontractors shall be subject to the same minimum requirements identified in this section. Contractor shall 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.

**8.2.4 Professional Liability (Errors and Omissions Liability).**

Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000

In the event that any professional liability insurance required by this Contract is



written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.

Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section. Contractor shall 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.

**8.3 Additional Insurance Requirements.** The policies shall include, or be endorsed to include the following provisions:

**8.3.1** Contractor's insurance coverage shall be primary insurance and include Contractor's ongoing and completed operations.

**8.3.2** Any insurance carried by the Organization shall be excess and non-contributory with respect to all other available sources.

**8.4 Notice of Cancellation.** For each insurance policy required by these insurance provisions, Contractor shall provide to Organization, 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 shall be mailed, e-mailed, hand-delivered or sent by facsimile transmission to the Organization Representative.

**8.5 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. Organization in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

**8.6 Verification of Coverage.** Contractor shall furnish Organization with certificates of insurance (ACORD) form or equivalent. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**8.6.1** All certificates and endorsements are to be received and approved by Organization before work commences. Each insurance policy required must be in effect at or prior to commencement of work under the Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the Contract or to provide evidence of renewal is a material breach of contract.

**8.6.2** All certificates required by the Contract shall have the Organization as "Certificate Holder" and be sent directly to the Organization Representative. The project/contract number and project description shall be noted on the certificate of insurance.

- 8.7 Subcontractors.** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall 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 shall be subject to the minimum Insurance Requirements identified above. Organization reserves the right to require, at any time throughout the life of the Contract, proof from Contractor that its subcontractors have the required coverage.
- 8.8 Approval and Modifications.** The Organization Representative reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of the Contract, as deemed necessary. Any such modification or variation from the insurance requirements in the Contract will not require a formal contract amendment but may be made by administrative action.
- 9. BOND REQUIREMENTS.** In accordance with 2 CFR § 200.326, bond requirements are as follows:
- 9.1 Performance Bond.** A performance bond on the part of the Contractor for 100 percent (100%) of the Contract price. A "performance bond" is one executed in connection with the Contract to secure fulfillment of all the Contractor's requirements under the Contract.
- 9.2 Payment Bond.** A payment bond on the part of the Contractor for 100 percent (100%) of the Contract price. A "payment bond" is one executed in connection with the Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.
- 10. CONTRACT PERFORMANCE AND SAFETY.** Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and Organization from property or other loss, damage, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government laws, regulations and job safety requirements, including the Occupational Safety Health Act.
- 11. LICENSES.** Contractor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all laws, ordinances and regulations pertaining to the lawful provision of services under the Contract.
- 12. PAYMENT.**
- 12.1 Contractor Invoice.** Contractor shall invoice the Organization after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost. Contractor shall send invoices as directed to the Organization Representative.
- 12.2 Contractor Payment.** Upon approval, Organization shall issue payment to Contractor after receipt and approval of an invoice. Payment terms are net forty-five (45) days from receipt of Contractor's invoice.

- 12.3 IRS W-9.** Contractor shall have a current I.R.S. W-9 Form on file with Organization to receive payment under the Contract.
- 12.4 Correct Billing.** Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to Organization within the time allowed by law, in the form of a check or credit memo, as determined by Organization.
- 12.5 Progress Payments.** Organization may make progress payments under the following conditions: 1) Organization and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Organization accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with any local governing entity rules, ARPA, and any and all other applicable rules and regulations.

**13. PRICE AND PRODUCT CHANGES.**

- 13.1 Current Products.** Contracts shall be for materials and equipment in current production at the time the Offer is submitted. Bids shall be valid for sixty (60) days from the day of bid opening.
- 13.2 Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. Organization may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. Organization, in its sole discretion, may approve the request by issuing notice to the Contractor or a Contract amendment.

**14. RELATIONSHIP OF PARTIES.**

- 14.1 Independent Contractor.** The status of Contractor will be that of an independent contractor. Contractor will not be considered an employee of Organization or be entitled to receive any employment-related fringe benefits.
- 14.2 No Contractual Relationship with Subcontractor.** Organization shall have no contractual relationship with a Subcontractor. Contractor understands and agrees that it shall be solely responsible for its compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services under the Contract as required by state or federal laws, including the Affordable Care Act.

**15. RISK AND LIABILITY.**

**15.1 Risk of Loss.** Contractor shall bear all loss of nonconforming material under the Contract. Mere provision of goods or services does not constitute acceptance.

**15.2 Indemnification.** To the fullest extent permitted by law, Contractor (as "Indemnitor") hereby agrees to defend, indemnify, and hold harmless Organization 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, but not limited to, 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 as a direct or indirect result of any acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, 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. Contractor shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee for claims resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Contractor agrees to waive all rights of subrogation against Organization, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by Contractor for Organization.

This indemnification shall survive the termination of the Contract.

Any insurance, its limits, amount and type required herein to be maintained by Contractor shall in no way be construed as limiting the scope of this Indemnity.

**15.3 Indemnification – Patent and Copyright.** To the extent permitted by law, Contractor shall defend, indemnify, and hold Organization harmless against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance. Organization shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.

**15.4 Third Party Antitrust Violations.** Contractor assigns to Organization any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

**16. SHIPPING/DELIVERY.**

**16.1 Shipping Terms/Transfer of Title.** Title and risk of loss shall remain with Contractor at all times, unless otherwise provided in the Special Requirements of Solicitation, if any.

**16.2 Shipping Charges.** Organization shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.

**16.3 Shipping Errors/Risk of Transportation.** Shipping errors will be at Contractor's expense. All risk of transportation and all related charges shall be Contractor's responsibility.

**17. TAXES.**

**17.1 Payment of Taxes.** Organization is responsible for payment of all taxes listed on the invoice. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.

**17.3 State and Local Transaction Privilege (Sales) Taxes.** Organization is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from Organization does not relieve Contractor from its obligation to remit taxes to the proper revenue office.

**17.4 Tax and Withholding Indemnification.** Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or Subcontractor. Contractor shall hold Organization harmless and shall require its subcontractors to hold Organization harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.

**18. TERM OF CONTRACT AND EXTENSIONS.**

**18.1 Contract Term.** The initial term of the Contract shall be one (1) calendar year from the execution date of the Contract and as approved by the Organization.

**18.2 Contract Extension.** By mutual written Contract between Organization and Contractor, the Contract may be extended as necessary to complete the project described herein. The Contract will expire unless renewed by issuance of written notice signed by both parties. The contract may not extend beyond the deadlines for performance and payment established by ARPA.

**19. WARRANTY/QUALITY GUARANTEES.**

**19.1 Fitness.** Contractor warrants that all equipment, material, and services supplied to Organization shall fully conform to all requirements of the Contract and all representations of Contractor and shall be fit for all purposes and uses required by the Contract.

**19.2 Inspection.** Contractor's warranties and certifications set forth in this Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by Organization.

**19.3 Quality.** Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for life of the Contract, including the initial term and

subsequent extensions, the equipment, materials, and services provided shall be:

- 20.1.1** Of a quality to pass without objection in the industry or trade normally associated with them;
- 20.1.2** Fit for the intended purposes for which they are used;
- 20.1.3** Of even kind, quantity, and quality within each unit and among all units, within the variations permitted by the Contract;
- 20.1.4** Adequately contained, packaged, and marked as the Contract may require; and
- 20.1.5** In conformance with the written promises or affirmations of fact made by Contractor.

**20.2 Compliance with Applicable Laws.** The equipment, materials, and services supplied under the Contract shall comply with all applicable federal, state, and local laws, and the Contractor shall maintain all applicable licenses and permits.

**20.3 Compliance with the American Rescue Plan Act of 2021 (ARPA).** Contractor(s) shall comply in all respects with ARPA and all material and applicable terms and conditions of ARPA and its funding objectives and obligations, including, but not limited to, regulations implementing ARPA, the U.S. Department of Treasury final rule, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, as well as all other applicable federal rules and regulations. This requirement also applies to any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of the Contract.

**20.4 Warranty Requirements.** Contractor warrants that all equipment, materials, and services delivered under the Contract shall conform to the specifications of this Solicitation.

Selected Offeror shall guarantee workmanship for two years after completion of the Projects. The Organization may file a written complaint regarding any deviation from workmanship standards as defined by AAC R4-9-108 within that two (2) year period to the Arizona Registrar of Contractors if any such issues are not resolved to the satisfaction of the Organization. The selected bidder shall be required to meet required repair response time as specified on Contract Performance Warranty.

**20.5 No Liens.** Contractor warrants that the materials supplied under the Contract are free of liens.

**20.6 Survival of Rights and Obligations.**

**20.6.1 Contractor's Representations and Warranties.** All representations and warranties made by Contractor under the Contract shall survive the expiration or termination of the Contract.

**20.6.2** Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of the Contract, unless otherwise directed in writing by the Organization Representative.

## SPECIAL REQUIREMENTS OF SOLICITATION

The following special instructions, terms and conditions are in addition to the Uniform Instructions for Offers and General Terms and Conditions of Contract. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in the Special Requirements of Solicitation.

1. **Pricing.** Submitted pricing must identify and include all costs of the proposed project including but not limited to: costs for all equipment, supplies, and labor, site assessment, project management, documentation, travel, and taxes. All taxes, including sales and/or transaction privilege taxes, must be identified separately. All capital and nonrecurring costs must be disclosed up front and be identified in the Offer.

Submitted pricing must include the items and services identified in the Scope of Work in the quantities specified.

2. **Contract Scope.** The Contract shall be for performance of a project, which includes all costs associated with the implementation, construction, and project management pursuant to the Scope of Work defined in this Solicitation. All Ongoing costs and expenses are the sole responsibility of Contractor.
3. **Evaluation Criteria for Responsive Offers.** In accordance with applicable procurement requirements, Award(s) shall be made to the responsible Offeror(s) whose bid(s), conforming to the invitation for bids, will be most advantageous to the Organization, considering price and related factors included in the Solicitation. The Organization Representative shall recommend an Award, subject to approval of the Organization.
4. **Discussions.** After the initial receipt of Offers, the Organization reserves the right to issue a written request for best and final offers. If Offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer. Best and final offers shall be requested only once.
5. **Contract Award.** Contract Award(s) will be made to the responsible Offeror whose Offer, conforming to the invitation for bids, will be most advantageous to the Organization, considering price and related factors included in the Solicitation.
6. **Multiple Awards.** The Organization may issue an Award to one or more Offerors under this Solicitation.
7. **Questions.** All questions must be submitted to Solicitation Contact Person Lewis Hume.
8. **Offer Format.** Submit one (1) hard copy of the Offer. Offers shall be composed of tabbed sections in the following order:
  - 8.1 Contractor Background, Experience, and Qualifications. This section should be a project summary of the bid made by the Company that is a solution that satisfies the request.
  - 8.2 References: provide at least 3 references.

- 8.3 Technical Proposal: Narrative Description and Project Timeline.
- 8.4 Acknowledgement and Acceptance.
- 8.5 Non-Collusion Affidavit.
- 8.6 Request for Confidentiality of Proprietary Information (if applicable).

9. **Process Timeline.**

- 9.1 IFB Posting (30 days).
- 9.2 Offer Evaluation (10 business days).
- 9.3 Request for Best and Final Offers (if needed) (7 business days).
- 9.4 Contract Award.

Please review the enclosed requirements, specifications, and terms of the entire Solicitation carefully. The Organization reserves the right to accept or reject, cancel, postpone any or all offers, waive minor irregularities, and/or accept any Offer deemed to be in the best interest of the Organization according to the evaluation criteria disclosed herein.

Offerors are encouraged to seek clarification on any item within this Solicitation. The submission of an Offer indicates that the Offeror understands the requirements and specifications and agrees to the terms and conditions set forth herein.

All information will be made available for public inspection after Award.

**SELECTION CRITERIA AND SCORING POSSIBILITIES**



### **Introduction to Scoring and Award Process:**

Organization will award a contract to the responsible Offeror whose offer complies with the invitation for bids and will be most advantageous to the Organization, considering price and related factors included in the Solicitation.

To fulfill this requirement of reviewing applications in an objective and fair manner, Offers will be reviewed and evaluated using the following criteria:

1. Price – 0 to 20 points.
2. Ability of Contractor to perform as required by the Solicitation – 0 to 20 points.
3. Thoroughness of Bid – 0 to 10 points.
4. Reference Responses – 0 to 10 points.
5. Satisfaction of IFB Requirements – 0 to 10 points.

**Failure to include all required documents, fully completed and signed, may invalidate the Offer.** Offers shall include all labor, materials, any permit fees, all associated charges, all applicable taxes, and any additional costs if work is done during other-than-normal working hours. Bid bonds are not required.

## SCOPE OF WORK

Organization is requesting bids for this Solicitation No. AF-22549.

The Scope of Work as provided in this Solicitation encompasses the following project:

Qualified firms can bid on either project or both. The scope of work includes two separate improvements to the existing water delivery system described as follows:

Drill a new ground water well on existing site (40-acre). The new well will be sized properly for existing community and will replace the existing well at this location. It is intended to be a primary production (potable) water well. 40-acre parcel A.P.N. 302-07-089

Install approx. 2500' of water main, this line will replace a 4" main (same alignment, 9' of separation). Consideration should be given to line size (6" min) due to commercial expansion anticipated in the area. An easement description will be needed. No road crossing or asphalted areas. The line will tie into our 6" water main located along Bixler Trail, running West, approx.. 2500' and connecting with a newly installed 6" water main. Line closely follows the electrical pole alignment.

A small map of rough alignment is provided below. For more information about existing infrastructure, project location information and related questions contact the "Solicitation Contact Person" Lewis Hume @ [lewishume60@gmail.com](mailto:lewishume60@gmail.com), or 928-637-2774

The Organization is not dictating the specific technology to be implemented, provided the proposed technology otherwise meets the requirements of this Solicitation, and the necessary technical specifications and requirements to complete size and scope of this project.

## **SPECIFICATIONS:**

The Contract will be funded primarily or exclusively with funds provided by the federal government under ARPA. ARPA allows the Organization to use State and Local Fiscal Recovery Funds to cover the costs incurred by the Organization for qualifying water and sewer infrastructure projects. To be eligible for payment under ARPA, costs must be incurred between March 3, 2021, and December 31, 2024, and must be paid by December 31, 2026. Only eligible costs will be paid. In order for water/sewer infrastructure projects to be eligible for reimbursement under ARPA, they must be designed to provide products and services that meet the ARPA guidelines.

The above is a partial and general summary of applicable provisions and requirements and is not intended as a complete or technically correct statement of all applicable requirements of ARPA.

Contractor is required to independently determine applicable legal requirements and must comply with all local, state, and federal laws, rules and regulations, including ARPA, the U.S. Department of Treasury Final Rule for the Coronavirus State and Local Fiscal Recovery Funds, Compliance and Reporting Guidance for Coronavirus State and Local Fiscal Recovery Funds, FAQs, and any other performance and reporting requirements. Failure to comply with any applicable legal requirement constitutes a material breach of the Contract.

The Offer must address each of the following technical requirements and specifications.

### Water Well

1. Compile and review previous well data
2. Prepare technical specifications for drilling
3. Bid documents
3. Drilling Over-sight
4. Well testing and analysis
5. Prepare plans for connecting new well into existing controls
6. Well completion report
7. Contract administration, reporting and close out

### 2500' of new water main

1. evaluate system piping in area, taking into consideration proposed commercial expansion planned for the area to determine proper line size. It's either 6" or 8".
2. Prepare new water line easement
3. Permitting
4. Complete plans and specifications, bidding documents
5. Construction over-sight, certification and close out reporting

The Engineer/Consultant agrees to provide all of the materials and services required by this Contract, in a complete and acceptable form as customarily provided according to professional standards, which shall include:

- o Provide all professional and basic services necessary to produce all preliminary and final design plans and specifications in accordance with county, state, and federal codes and requirements.

- o Provide all engineering and/or surveying as required. Coordinate with Grant “Organization Representative” on the bid package and make any necessary revisions to plans and specifications prior to publication of the Request for Bids. Coordinate with “Organization Representative” to assemble, advertise and distribute bid package.
- o Respond to contractors' questions during the bid period.
- o Attend pre-bid and pre-construction conferences.
- o Interpret plans and specifications for AFDA and contractor.
- o Review and make recommendations to AFDA concerning contractor progress payments.
- o Review contractor change orders and submit to AFDA for approval.
- o Provide all necessary interim and final inspections of contractor's work.
- o Be available for advice and consultation to AFDA during the life of the contract and during construction.
- o Attend final walk through with AFDA and provide Project Sign Off.

Prepare record drawings of construction and submit electronic copy to AFDA.

## Payment Information Instructions

### Payment Information

To ensure proper payment the Offer must include the following payment information.

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

### Tax Identification Numbers

Also provide the following tax information associated with Offeror's organization.

**State of Arizona Tax Identification Number:** \_\_\_\_\_

[This is the number used for state tax filing purposes.]

**Federal Employer Identification Number:** \_\_\_\_\_

[A federal Employer Identification Number (EIN) is also known as a federal tax identification number and is used for tax filing purposes.]

**REGISTRATION OF INTENT TO RESPOND**

IFB: Ash Fork Water Service – System Improvements

The completed Registration of Intent to Respond must be received by, November 20th, 2022.

Amendments, Addenda, Revisions, and other changes to the Solicitation will be posted as they are developed, on the Organization website. It is the Offeror’s responsibility to check for any changes made to the Solicitation prior to the Closing Date.

Email this completed “Registration of Intent to Respond” form to: lewishume60@gmail.com

(Please print clearly.)

Date: \_\_\_\_\_

Name of your company: \_\_\_\_\_

Your division or section: \_\_\_\_\_

Name of person to contact regarding this Solicitation: \_\_\_\_\_

Job Title of contact person: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact’s email address: \_\_\_\_\_

Office phone: \_\_\_\_\_ Mobile phone: \_\_\_\_\_

## REFERENCES

You may use this form or include your own reference listing.

Customer: _____	_____
Contact Person: _____	Title: _____
Phone #: _____	Email: _____
Size of Project: _____	Year(s) Services Provided: _____
Customer: _____	_____
Contact Person: _____	Title: _____
Phone #: _____	Email: _____
Size of Project: _____	Year(s) Services Provided: _____
Customer: _____	_____
Contact Person: _____	Title: _____
Phone #: _____	Email: _____
Size of Project: _____	Year(s) Services Provided: _____

**OFFER SHEET**

OFFER: \_\_\_\_\_

Arizona ROC License No.: \_\_\_\_\_

Federal Employer Identification No.: \_\_\_\_\_

For clarification and/or inquiries related to this of this Offer, contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The Undersigned hereby offers and agrees to furnish the material, service, and/or construction in compliance with all terms, conditions, specifications, and amendments in Solicitation No. \_\_\_\_\_, including written exceptions, if any. By signing below, Offeror also certifies understanding and compliance with Solicitation No. \_\_\_\_\_, including the Special Terms and Conditions, Scope of Work, and ARPA.

\_\_\_\_\_  
Full Company Legal Name

\_\_\_\_\_  
Street Address, City, State, Zip

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_



## ACKNOWLEDGEMENT AND ACCEPTANCE

*Explanatory Note: The purpose of this form is to confirm the Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested and have been approved prior to submission of the Offer.*

### **Acknowledgement:**

Offeror, by and through the undersigned representative, acknowledges and accepts all terms and conditions of Solicitation No. AF22549. As used in this form, "Terms and Conditions of Solicitation" means all terms, conditions, specifications, certifications, and warranties set forth in the documents that comprise the Solicitation, including, but not limited to, the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation (if any), Specifications/Scope of Work, Solicitation Addendums (if any), and compliance with ARPA.

**I/We have received and considered Solicitation No. \_\_\_\_\_, including any addenda through Addendum #\_\_\_\_\_.**

Signature of Authorized Representative of Offeror: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Full Company Legal Name

\_\_\_\_\_  
Street Address, City, State, Zip

## REQUEST FOR CONFIDENTIALITY OF PROPRIETARY INFORMATION

*Explanatory Note: The purpose of this form is to request that the Organization treat as confidential specific information in the Offer that Offeror believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form.*

If an Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, such information shall be so identified wherever it appears in the Offer and Offeror shall state its basis under Arizona law for the requested confidentiality.

Requests to protect pricing information or the entire Offer from disclosure will be denied.

Offeror, by and through the undersigned representative, requests that the specific information, described below and identified on the page or pages of the Offer in which it appears, be treated as confidential information, and protected from disclosure to the public. Specific pages must be listed.

**Note: Mark with "N/A" for each section, if not applicable. Sign and Date this form.**

1. Description of specific information that is the subject of the request.
  
2. The reason or reasons why the information should be treated as confidential.

Signature of Authorized Representative of Offeror: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Full Company Legal Name

\_\_\_\_\_  
Street Address, City, State, Zip

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

I, \_\_\_\_\_, affiant,  
(Print Name of Person Authorized to Sign Offer)

the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Company Name)

being first duly sworn upon my oath, deposes and says:

1. I am authorized to sign this affidavit and submit the Offer on behalf of the persons, corporation, or company who makes the accompanying Offer.
2. That such Offer is genuine and not sham or collusive, nor made in the interest of, or on behalf of, any persons not herein named.
3. That the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from making an offer.
4. That the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## OFFEROR CHECKLIST

This checklist is provided as a courtesy for you to be sure your submission includes the following contents:

- Introductory Letter
- Firm Background, Experience, and Qualifications
- Intent to Respond
- References
- Technical Proposal
- Cost/Pricing Proposal
- Offer Sheet
- Acknowledgement and Acceptance
- Non-Collusion Affidavit
- Request for Confidentiality of Proprietary Information (if applicable)

CONTRACT BETWEEN \_\_\_\_\_ (“ORGANIZATION”)
AND \_\_\_\_\_ (“CONTRACTOR”)

Contract # \_\_\_\_\_

This Contract (hereinafter this “Contract”) with an effective date of \_\_\_\_\_, 20\_\_\_\_, is entered into by and between \_\_\_\_\_ Organization, (hereinafter the “Organization) and \_\_\_\_\_, a(n) \_\_\_\_\_ corporation/limited liability company (hereinafter the “Contractor”). Organization and Contractor may each be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, on \_\_\_\_\_, 2022, the Organization issued an Invitation for Bids (IFB), Solicitation No. \_\_\_\_\_, inviting qualified vendors to submit Offers for the \_\_\_\_\_, with bids to be submitted no later than \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_; and,

WHEREAS, upon evaluation of the bids as submitted, the Organization, upon a determination that Contractor is a responsible bidder whose bid conforms to the requirements as set forth in the Solicitation and is the most advantageous to the Organization concerning price and conformity to the specifications; and,

WHEREAS, Organization has authorized a bid award to Contractor and approved the execution of this Contract; and,

WHEREAS, Organization and Contractor desire to enter into this Contract.

CONTRACT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Organization and Contractor, intending to become legally bound, hereto agree as follows:

- 1. Term. This Contract’s term is for \_\_\_\_\_ year(s) and shall be effective from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated or further extended pursuant to the provisions of this Contract.
2. Contract Award and Contract Documents. This Contract awards a contract under IFB Solicitation No. \_\_\_\_\_. Any contracts or Contracts and other non-conforming and non-compliant documents submitted with Contractor’s bid are not accepted and do not apply to this Contract or the Contract Order of Precedence. Only the following contract documents as attached hereto are incorporated herein and made a part of this Contract:
a. This Contract, and any amendments or modifications to this Contract.
b. Solicitation No. \_\_\_\_\_, attached hereto as Exhibit A; and

- c. Contractor's Offer, attached hereto as Exhibit B.
3. **Contract Order of Precedence.** The American Rescue Plan Act of 2021 (ARPA), including, but not limited to, regulations implementing ARPA, the U.S. Department of Treasury final rule, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds; Exhibit A, Solicitation No. \_\_\_\_\_; Contractor's Offer; and amendments to this Contract, if any, are incorporated into this Contract by reference and made a part of this Contract to the same extent as if set forth herein in full. In the event of conflicts or discrepancies among this Contract and any amendments thereto, ARPA, or the Exhibits, interpretations will be based on the following priorities in the following order:
- a. The American Rescue Plan Act of 2021 (ARPA), including, but not limited to, regulations implementing ARPA, the U.S. Department of Treasury final rule, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of the Contract;
  - b. Amendments and/or modifications to this Contract;
  - c. This Contract;
  - d. Exhibit A, Solicitation No. \_\_\_\_\_; and
  - e. Exhibit B, Contractor's Offer.
4. **Other Contracts.** Contractor may enter into other contracts or receive funding from other sources, and Contractor is solely responsible for complying with all terms and conditions of any other contract, solicitation, award, grant, or loan, and shall comply with all local, state, and federal laws, rules, and regulations.
5. **Contractor's Representations, Warranties, and Obligations.** Contractor acknowledges that it is a contractor under ARPA.
- a. Contractor warrants it will provide or has provided services that carry out the goals and objectives within the scope of ARPA.
  - b. Contractor warrants it has not received and will not receive funding, including, but not limited to, payments from government entities, grant funding, or revenue from additional 3rd party vendors, that has or will cover its costs and expenses for its Offer.
  - c. Contractor warrants it is not and has not been suspended and is not and has not been subject to debarment by the Federal Government. A copy of the SAM.gov website printout confirming that Contractor has not been suspended or debarred is attached hereto as Exhibit C.
  - d. Contractor shall at all times comply with the requirements of ARPA, including regulations implementing ARPA, the U.S. Department of Treasury final rule, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, FAQs, and performance and reporting requirements.
  - e. Contractor shall report all funds received pursuant to this Contract on appropriate

financial reports. Contractor acknowledges that if it expends more than \$750,000.00 in federal funds in a given year either directly or through a state or local government, it must have a single or program specific audit conducted and otherwise comply with federal requirements including those contained in 2 CFR §200.501 for that year.

- f. Contractor may be required to complete the Federal Funding Accountability and Transparency Act (FFATA) form, a copy of which is attached hereto as Exhibit D.
- g. Contractor agrees to provide all data and information for all reporting required under ARPA and the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds. Contractor acknowledges and agrees it has a continuing obligation to supply data and records to Organization and the U.S. Department of Treasury in accordance with all reporting requirements pursuant to ARPA and the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds and any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of this Contract.
- h. Contractor agrees to allow Organization to conduct financial monitoring and audits of Contractor, and Contractor agrees to cooperate fully with any financial monitoring or audits Organization or the U.S. Department of Treasury conduct or require.
- i. Contractor agrees to allow Organization to monitor and oversee Contractor's use of ARPA funds and other activities related to the Award to ensure that Contractor and Organization comply with the statutory and regulatory requirements and the terms and conditions of the Award.
- j. Contractor agrees to cooperate with Organization for reporting to the U.S. Treasury on its use of payments from ARPA during the term of this Contract and after expiration or termination of this Contract.
- k. Organization, in Organization's sole discretion, may require Contractor to provide records and documentation to Organization during the term of this Contract and after expiration or termination of this Contract. Contractor shall comply with requests from Organization for records and documentation within ten (10) business days. All records and documentation submitted by Contractor to Organization must be accurate, thorough, and acceptable to Organization, in Organization's sole discretion.
- l. Contractor agrees at all times, both during and after expiration or termination of this Contract, to maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations.
- m. All of Contractor's representations, warranties, and obligations under this section shall survive expiration or termination of this Contract.

## **6. ORGANIZATION's Obligations.**

- a. Organization, as an ARPA recipient, remains responsible for monitoring and overseeing Contractor's use of ARPA funds and other activities related to the

award to ensure that Contractor complies with the statutory and regulatory requirements and the terms and conditions of the award.

- b. Organization agrees to pay Contractor in accordance with Contractor's Offer and its representations and warranties in Solicitation No. \_\_\_\_\_ and this Contract in an amount not to exceed \_\_\_\_\_/100 Dollars (\$\_\_\_\_\_.) ("**Contract Price**") for the following project:

\_\_\_\_\_.  
All on going costs and expenses are the sole responsibility of Contractor.

- c. Organization agrees to pay Contractor in installments after delivery of goods and/or services in accordance with approved invoices that list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost.

- 7. **Notices.** All notices required or permitted to be given under the terms of this Contract shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to Organization to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Contractor to:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Parties.

- 8. **Relationship of Parties.** Nothing contained in this Contract shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Contract, be entitled nor eligible, by reason of this Contract, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations nor be responsible for other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 9. **Third Parties.** Nothing in this Contract shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against ORGANIZATION or Contractor. This Contract is not intended to benefit any third party.
- 10. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated herein.



11. **Assignment.** No Party to this Contract may assign any of its rights or responsibilities under this Contract, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this Contract, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.
12. **Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Contract is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Contract. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Contract shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
13. **Headings and Construction of Contract.** In construing this Contract, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Contract or considered a part of this Contract. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.
14. **Fair Meaning.** This Contract is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
15. **Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Contract, including environmental laws.
16. **Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Contract or the relationship among the Parties hereto, either Party may propose amendments to this Contract to bring this Contract into conformity with such laws. If Organization and Contractor are unable to reach Contract on the renegotiation of this Contract within thirty (30) days of the initiation of negotiations, then either Party may terminate this Contract upon written notice to the other Party.
17. **Severability/Unenforceable Provisions.** In the event that any of the provisions of this Contract are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected, and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Contract are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
18. **Americans With Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

19. **Alternative Dispute Resolution.** In the event of any dispute, Organization and Contractor will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
20. **Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Contract.
21. **Parol Evidence.** This Contract is intended by the Parties as a final and complete expression of their Contract. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Contract.
22. **Entire Contract.** This Contract and Exhibits contain the entire, integrated Contract of the Parties and there are no oral Contracts, understandings, or representations relied upon by the Parties. This Contract supersedes and merges all prior negotiations, representations, or Contracts, whether written or oral. Any modifications or amendments to this Contract must be in writing and signed by all Parties.
23. **Counterparts and Electronic Signatures.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same Contract.
24. **Legal Contract.** This Contract is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. Each Party acknowledges that it understands the meaning of all terms contained herein and agrees to their application and enforceability. Each Party acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this Contract and bind itself hereto through the person set forth as signatory for the Party below. The person signing this Contract represents and warrants that he or she is duly authorized and has the legal capacity to execute this Contract.

## APPROVALS

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized officials and have affixed their signatures to this Contract on the date written below.

Organization:

\_\_\_\_\_  
Signature of Authorized Agent

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

Date: \_\_\_\_\_

Contractor:

\_\_\_\_\_  
Signature of Authorized Agent

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

Date: \_\_\_\_\_

**EXHIBIT A**  
**[Solicitation No. ARPA009]**

**EXHIBIT B**  
**[Offer to Solicitation No. ARPA009]**

**EXHIBIT C**  
**[SAM.gov printout]**

**EXHIBIT D**  
**Federal Funding Accountability and Transparency Act (FFATA)**  
**Compliance Form**

In order to comply with the Federal Funding Accountability and Transparency Act (FFATA) Organization must report award information for all recipients of federal awards as directed. Information provided will be made publicly available per the Transparency Act.

Please complete Section 1 (Award information); Section 2 (Compensation); if applicable, Table 1 (Names/Salary) and Section 3 (Certification).

**Section 1 Award Information**

<b>Agency Name</b>	
<b>City</b>	
<b>Zip + 4 (required)</b>	
<b>*Is this address a confidential location?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Nine-digit DUNS Number</b>	

**Section 2 Compensation**

In certain instances, FFATA requires information be collected pertaining to executive compensation. The names and salaries of the five highest paid executives must be provided if the answer is yes to each of these three criteria:

1. More than 80% of organization annual gross revenues are federal funds.  
Yes  No  If yes, proceed to question 2. If no, stop, proceed to Section 3.
2. Federal fund revenue exceeds twenty-five million dollars.  
Yes  No  If yes, proceed to question 3. If no, stop, proceed to Section 3.
3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other please indicate: \_\_\_\_\_)  
Yes  No  If yes complete Table 1. If no, stop, proceed to Section 3.

**Table 1. Names and salary of your organization's top five executives (by salary)**

	<b>First and Last Name</b>	<b>Title</b>	<b>Annual Salary</b>
1			
2			
3			
4			
5			

**Section 3 Certification**

<b>I certify that the above information is true and accurate.</b>	
_____	_____
Authorized official signature	Date
_____	_____
Authorized official printed name	Title

**EXHIBIT E**  
**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

The undersigned certifies, to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I declare under penalty of perjury that the content of this certification is true and correct.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Owner or Person Authorized to Sign this Certification:

\_\_\_\_\_

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

\_\_\_\_\_  
Full Company Name & Address