

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

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

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

Contractor:

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

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

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

**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**

**I certify that the above information is true and accurate.**

\_\_\_\_\_  
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