

## INVITATION FOR BID INSTRUCTIONS

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**Roosevelt Irrigation District (“RID”)**  
**Solicitation No. 00005 -Construction Services**  
Procurement Manager Name: Taylor Howerter  
Direct Phone: 623-715-2722  
Email: [Thowerter@rooseveltirrigation.org](mailto:Thowerter@rooseveltirrigation.org)  
Main Phone: 623-386-2046

### Solicitation Timeline

Event	Time	Date
<b>Solicitation issue date</b>	N/A	Monday, September 9, 2024
<b>Deadline for Bidder to submit questions about this Solicitation</b>	11:00 AM	Wednesday, September 25, 2024
<b>Anticipated date RID will provide answers to Bidder questions</b>	2:00 PM	Friday, September 27, 2024
<b>Bid due date*</b>	2:00 PM	Thursday, October 3, 2024
<b>Anticipated bid acceptance period</b>	30 days	Friday, October 11, 2024
<b>Deadline for requesting a substitution or exception to the Solicitation</b>	1:00 PM	Friday, September 27, 2024

## 1. BID PREPARATION.

RID recommends reading all materials prior to preparing a bid, particularly these Bid Instructions and the Bidder Questions Worksheet. Bidders must follow these Bid Instructions and provide a complete response to the items indicated in the table below. References and links to websites or external sources may not be used in lieu of providing the information requested in the Solicitation within the bid. Include the Bidders' organization name in the header of all documents submitted with your bid.

### Solicitation Structure and Documentation

Document	Description	Bidder Response Instructions
<b>Cover Page</b>	Provides Solicitation title and number, important dates, and contact information for Procurement Manager	Informational.
<b>Bid Instructions</b>	Provides Solicitation instructions to Bidders	Informational.
<b>Bidder Questions Worksheet</b>	Questions to Bidder on background and experience	Bidder to complete and submit by bid deadline.
<b>Schedule A – Statement of Work</b>	Statement of Work or Equipment Description	Bidder to complete and submit by bid deadline.
<b>Schedule B – Pricing</b>	Pricing for equipment, services sought by RID through this Solicitation	Bidder to complete and submit by bid deadline.
<b>Schedule C</b>	Insurance Requirements	Informational.
<b>Contract Terms</b>	Provides legal terms for a contract awarded through this Solicitation	Deemed accepted by Bidder unless information required in the <b>Evaluation Process</b> section of this document is submitted by bid deadline.
<b>WIFA Provisions Addendum</b>	WIFA Provisions Addendum	Deemed accepted by Bidder unless information required in the <b>Evaluation Process</b> section of this document is submitted by bid deadline.
<b>Federal Provisions Addendum</b>	Federal Provisions Addendum	Deemed accepted by Bidder unless information required in the <b>Evaluation Process</b> section of this document is submitted by bid deadline.

Document	Description	Bidder Response Instructions
<b>Clean Air Act and Federal Water Pollution Control Act</b>	Clean Air Act and Federal Water Pollution Control Act	Deemed accepted by Bidder unless information required in the <b>Evaluation Process</b> section of this document is submitted by bid deadline.
<b>Debarment and Suspension</b>	Debarment and Suspension	Deemed accepted by Bidder unless information required in the <b>Evaluation Process</b> section of this document is submitted by bid deadline.
<b>Byrd Anti-Lobbying Certification</b>	Byrd Anti-Lobbying Certification	Deemed accepted by Bidder unless information required in the <b>Evaluation Process</b> section of this document is submitted by bid deadline.
<b>Conflict of Interest</b>	Conflict of Interest	Deemed accepted by Bidder unless information required in the <b>Evaluation Process</b> section of this document is submitted by bid deadline.
<b>Procurement of Recovered Materials</b>	Procurement of Recovered Materials	Deemed accepted by Bidder unless information required in the <b>Evaluation Process</b> section of this document is submitted by bid deadline.
<b>Domestic Preferences for Procurements</b>	Domestic Preferences for Procurements	Deemed accepted by Bidder unless information required in the <b>Evaluation Process</b> section of this document is submitted by bid deadline.

**2. BACKGROUND**

**A. Program development**

The RID Concrete Canal Rehabilitation Program (CCR) aims to optimize the use of water resources that are currently unavailable for capture, while also improving the management of the RID existing facilities. This initiative involves rehabilitating existing canals and dirt ditches owned by RID and purchasing equipment for in-house abilities to rehabilitate.

The primary objectives of the CCR are to enhance existing facilities, improve the utilization of water, and reduce groundwater consumption. The newly reclaimed water saved by improved facilities will replace some of the water currently pumped to meet RID customer demands.

The CCR includes the following key components:

- Contracting Canal Reconstruction: Issuing scopes of work for construction and repair of existing concrete facilities, construction of new concrete liners in existing dirt canals, and replacing old pipes/facilities with new.
- Equipment Purchasing: Purchasing new equipment to improve operational efficiency and District abilities to maintain and perform in house work to rehabilitate facilities.

The plan includes an estimated timeline of approximately two years, covering the facility rehabilitation and the installation of new, more efficient structures, piping, and concrete lining.

The successful implementation of the CCR will result in better utilization of all RID water, reduced dependency on groundwater, and improved management of water resources. This program represents a significant step towards sustainable water management and environmental conservation.

### **B. Background: WIFA Funding**

The Arizona Water Infrastructure Authority (“WIFA”) has formally agreed to providing a funding award of Two Million Two Hundred Fifty Thousand USD (\$2,250,000) to RID for the CCR. This generous financial support is contingent upon ARPA regulations and specific terms and conditions outlined in the agreement between WIFA and RID.

### **C. Partnership: Roosevelt Irrigation District’s Commitment to Community Collaboration**

RID strives to be a good neighbor, actively collaborating with surrounding municipalities and districts. Current water exchange agreements demonstrate RID’s role as a key member of the water community and its commitment to managing the area’s precious finite water resources.

RID is dedicated to exploring new pathways for collaboration with neighboring communities. By engaging with stakeholders, RID seeks automation examples and integration methods for its key programs: the Central Arizona Project (“CAP”), the Water Sustainability and Stewardship Program (“WSSP”), the CCR, and the RWEF.

Non-farm RID stakeholders, including other municipalities and districts, have provided valuable research, suggestions, and examples to support the proposed integration of the CCR. Their approval underscores the broad-based support for RID’s initiatives.

RID hopes that the successful implementation of the CCR will pave the way for more water exchange facilitation agreements with other communities within the Phoenix Active Management Area (“AMA”) basin. This continued collaboration will be crucial for the sustainable management of water resources in the region.

### **D. Shared Goals**

The CCR is designed to provide water conservation benefits for the estimated 50-year lifespan of the new facilities. This program aims to enhance water management goals in the RID by more efficiently using existing water sources and reducing pumping volumes. Key factors for the program’s success include maintenance and system operations costs, which will be jointly funded by RID and the CCR WIFA Grant.

The CCR has a primary goal of ensuring at least a 50-year operational life for the newly installed facilities. RID has committed to funding the maintenance and operation of these new features for this duration. In our arid region, every drop of water is precious, and long-term conservation programs are crucial for sustainable water management.

The goals of RID’s Integrated Resource Plan (“IRP”) include improving electrical load forecasting for pumping and reducing water use. The CCR will contribute significantly to these goals by promoting the efficient use of existing source water. This, in turn, will lead to a more accurate and forward-looking IRP, benefiting all Phoenix users. With a more precise and reduced electrical load forecast, more electrical capacity will be available on the grid for other users. Additionally, the water storage and savings efficiencies from the CCR will improve accounting and forecasting in the IRP for water use, locations, and exchange availability.

RID aims to collaborate with other entities to facilitate water exchanges of effluent for reduced pumping, further enhancing groundwater savings and supporting the goals of the ADWR 5th Management Plan.

**3. PURPOSE**

RID is seeking to obtain contracts for construction work relining the concrete main canal along an approximate 8 mile stretch from Citrus Road to the Agua Fria River crossing.

**4. CONTACT INFORMATION FOR RID.**

The sole point of contact for RID concerning this Solicitation is listed on the Cover Page. Contacting any other RID personnel, agent, consultant, or representative about this Solicitation may result in Bidder disqualification.

**5. MODIFICATIONS.**

RID may modify this Solicitation at any time. Modifications will be posted at RID’s office. This is the only method by which the Solicitation may be modified.

**6. QUESTIONS.**

Bidder questions about this Solicitation must be emailed to the Procurement Manager no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions are accepted. Answers to questions will be posted at RID’s office. Submit questions using the format below; a Microsoft Excel format or similar is suggested.

Q #	Document and Section	Page #	Bidder Question

**7. DELIVERY OF BID.**

The Bidder must submit its bid, all attachments, and any modifications or withdrawals electronically or in person to the Procurement Manager. The price bid should be saved and sealed separately from all other bid documents. The Bidder should also submit all documents in a modifiable (native) format (examples include but are not limited to Microsoft Word or

Excel and Google Docs or Sheets). In addition to submitting documents in a modifiable format, the Bidder may also submit copies of documents in PDF. Bidder’s failure to submit a bid as required may result in disqualification. The bid and attachments must be fully submitted prior to the bid deadline.

**8. EVALUATION PROCESS.** In addition to price, RID will also evaluate each bid based on the following factors:

		TECHNICAL EVALUATION CRITERIA			
		Organizational capacity	Qualifications of Staff	Approach	Experience
<b>SERVICES BIDED</b>	A. Grant Compliance				
	B. Equipment Procurement and/or Subcontractor Selection				
	C. Permitting				
	D. Concrete Liner Construction and Testing.				
	E. Post-Construction Support				

All Bids will be assessed to whether and to what degree they demonstrate or describe how they meet or exceed minimal performance measures for each the Technical Evaluation Factors, defined as:

- Organizational Capacity: Bidder demonstrates sufficient internal or contracted capacity and/or resources to perform the Services Bided and to accomplish future defined Tasks.
- Qualifications of Staff: Bidder staff proposed for assignment to projects have relevant experience and qualifications to perform the tasks they are assigned to perform the Services Bided.
- Approach to Technical Assistance Delivery: Within the communities for which the Bidder is seeking qualification, their approach as outlined below is an effective, efficient method in which to provide the needed services.
- Experience in Providing Technical Assistance: Bidder has at minimum one example of delivering this type of technical assistance within the last 3 years. Additional examples are encouraged.

Each Bidder will be assessed the following adjectival ratings based on their submitted bid with respect to the Services Bided by Bidder:

- No Response (NR): Did not provide a response for this area.
- Unacceptable (UA): Did not meet minimum performance measures.
- Acceptable (AC): Met minimum performance measures.
- Exceptional (EX): Exceeded minimum performance measures.

RID may utilize all Bidder information, without regard to a bid's technical score, to determine fair market value for goods or services sought. RID is not obligated to accept the lowest price bid.

RID strongly encourages strict adherence to the Contract Terms. RID reserves the right to deem a bid non-responsive for failure to accept the Contract Terms. Nevertheless, the Bidder may submit proposed changes to the Contract Terms in track changes (i.e., visible edits) with an explanation of the Bidder's need for each proposed change. Failure to include track changes with an explanation of the Bidder's need for the proposed change constitutes the Bidder's acceptance of the Contract Terms. General statements, such as that the Bidder reserves the right to negotiate the terms and conditions, may be considered non-responsive. Failure to respond timely to requests for proposed changes to Contract Terms during ongoing negotiations may be cause for disqualification. RID reserves the right to, at its sole discretion, negotiate the contract for each award.

RID may but is not required to conduct an on-site visit to tour and inspect the Bidder's facilities; require an oral presentation of the Bidder's bid; conduct interviews, research, reference checks, and background checks; and request additional price concessions at any point during the evaluation process.

The decision to award a Contract to a responsive Bidder will be determined on a best value basis. RID, in its sole judgment, will evaluate bids and award a Contract to the responsible Bidder whose bid is most advantageous to the program, with price and other factors considered.

Bidders seeking to be considered for a small business set aside award must self-certify as a "small business concern" under a relevant NAICS Code as defined by the SBA. Bidders may also identify whether they are certified or approved as participants in the SBA HUBZone, 8(a), women-owned small business and/or service-disabled veteran owned small business programs or are certified by state or local minority or disadvantaged business programs. Bidders may refer to their registration in SAM.gov as a method of self-certification. A failure to self-certify as a small business concern shall disqualify a Bidder from a small-business set-aside Contract Award.

## **9. BID BOND.**

Bidders for construction contracts must submit a properly completed bid guarantee in the form of a certified check, cashier's check, or surety bond. Bidders placing bids for equipment sales are not required to provide a bid bond. The amount must be at least 10 percent of the total bid amount, serving as a guarantee that the contractor will enter into a contract to perform the proposal according to the plans and specifications.

Surety bonds submitted for this project must come from a company rated "A- or better for the prior four quarters" by the A.M. Best Company. A bid will be deemed non-responsive if not accompanied by this guarantee.

The surety bond must be executed solely by a company or companies holding a certificate of authority to transact surety business in the State of Arizona, issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1.

The certified check, cashier's check, or surety bond will be returned to contractors whose proposals are not accepted, and to the successful contractor upon the execution of a satisfactory bond and contract. Failure to provide a surety bond rated "A- or better for the prior four quarters" may result in bid rejection.

**10. NOTICE OF DEFICIENCY.** RID reserves the right to issue a **Notice of Deficiency** to Bidders if RID determines after the bid deadline that a portion of the Bidder's bid was deficient, unclear, or ambiguous. Failure to respond to a **Notice of Deficiency** timely may be cause for disqualification.

**11. RESERVATIONS.** RID reserves the right to:

- a. Disqualify a Bidder for failure to follow these instructions.
- b. Discontinue the Solicitations process at any time for any or no reason. The issuance of any Solicitations, your preparation and submission of a bid, and RID's subsequent receipt and evaluation of your bid does not commit RID to issue a Contract to you or anyone, even if all the requirements in the Solicitation are met.
- c. Consider late bids if: (i) no other bids are received; (ii) no complete bids are received; (iii) RID received complete bids, but the bids did not meet mandatory minimum requirements or technical criteria, in its exclusive judgment; or (iv) the award process fails to result in an award.
- d. Consider an otherwise disqualified bid if no other bids are received.
- e. Disqualify a bid based on: (i) information provided by the Bidder in response to this Solicitation; (ii) if it is determined that a Bidder purposely or willfully submitted false or misleading information in response to the Solicitation; or (iii) an Bidder's failure to self-certify as a small-business concern, as defined by the SBA.
- f. Consider prior performance with RID in making its award decision.
- g. Consider overall economic impact to the state of Arizona when evaluating bid pricing and in the determination to issue a Contract. This includes but is not limited to: considering principal place of performance, number of Arizona citizens employed or potentially employed, dollars paid to Arizona residents, Arizona capital investments, job creation, tax revenue implications, and economically disadvantaged businesses.
- h. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating bid pricing and in the final award recommendation.
- i. Enter into negotiations with one or more Bidders on price, terms, technical requirements, or other deliverables.
- j. Award multiple Contracts.



- k. Evaluate the bid outside the scope identified in the Evaluation Process section of this document if RID receives only one bid.
- l. Award additional Contracts to supplement the Contracts previously awarded to a project manager.

**12. AWARD RECOMMENDATION.** The contract will be awarded to the responsive and responsible Bidder(s) who bids the best value to RID, as determined by RID. Best value will be determined by the Bidder(s) with the best combination of the factors stated in the **Evaluation Process** section of this document and price, as demonstrated by the bid. RID will post an **Award Recommendation and Evaluation Synopsis** at its office or in the manner it was originally published.

**13. GENERAL CONDITIONS.** RID will not be liable for any costs, expenses, or damages incurred by any Bidder participating in this solicitation. The Bidder agrees that its bid will be considered a bid to do business with RID in accordance with its bid and that its bid will be irrevocable and binding for a period of **180** calendar days from date of submission. This Solicitation is not a bid to enter into a contract. This Solicitation may not provide a complete statement of RID's environment or contain all matters upon which agreement must be reached. The Bidder understands that their bid will become public record immediately upon receipt by RID. Other than verified trade secrets, bids submitted to RID become property of RID.

**BIDDER QUESTIONS WORKSHEET (BIDDERS ARE REQUIRED TO FILL OUT THIS SECTION TO ENSURE RID HAS THE MOST CURRENT INFORMATION)**

Information Sought	Bidder Response
<b>1.Contact Information</b>	
Bidder’s sole contact person during the Solicitation process. Include name, title, address, email, and phone number.	
Person authorized to receive and sign a resulting contract. Include name, title, address, email, and phone number.	
<b>2.Organization Background Information</b>	
Legal business name and address. Include business entity form, state of formation, e.g., sole proprietor, corporation, limited liability company, etc.	
SAM.gov registration number. UEI#	
Phone number.	
Website address.	
Number of years in business.	
Number of employees.	
Legal business name and address of parent organization, if any.	
Has there been a recent change in organizational structure (e.g., management team) or control (e.g., merger or acquisition) of your organization? If the answer is yes: (a) explain why the change occurred and (b) how this change has affected your organization.	
Discuss your organization’s history. Has growth been organic, through mergers and acquisitions, or both?	
Has Bidder ever been debarred, suspended, or disqualified from bidding or contracting with any entity? If yes, provide the date, the entity, and details about the situation.	
Has your organization been a party to litigation against RID? If the answer is yes, then state the date of initial filing, case name and court number, and jurisdiction.	

Information Sought	Bidder Response
<p>Within the last 5 years, has your organization or any of its related business entities defaulted on a contract or had a contract terminated for cause? If yes, provide the date, contracting entity, type of contract, and details about the termination or default.</p>	
<p>State your gross annual sales for each of the last 5 years. If receiving a Contract under this Solicitation will increase your gross revenue by more than 25% from last year's sales, explain how the organization will scale-up to manage this increase.</p>	
<p>Describe partnerships and strategic relationships you think will bring significant value to the CCR program?</p>	
<p>State the physical address of the place of business that would have primary responsibility for this account if Bidder is awarded a Contract under this Solicitation.</p>	
<p><b>3. Small Business Set Aside</b></p>	
<p>Is your business registered as a small business concern in SAM.gov, or do you self-certify as a small business concern as defined by the SBA? If yes, please provide the NAICS Code under which you are a small business concern.</p>	
<p>To demonstrate qualification as a qualified small business concern, you must provide:</p> <p>(a) Primary NAICS Code(s);</p> <p>(b) Size self-certification; and</p> <p>(c) If available, proof of SAM.gov registration (or any third-party certification with respect to small, disadvantaged business status).</p> <p>(d) If applicable, indicate the small business category(ies), including applicable NAICS Code:</p> <ul style="list-style-type: none"> <li>○ Small Business</li> <li>○ 8(a) Participant</li> <li>○ Women-Owned Small Business</li> <li>○ Veteran-Owned Small Business</li> </ul>	

Information Sought	Bidder Response
<ul style="list-style-type: none"> <li>○ Service-Disabled Veteran-Owned Small Business</li> </ul> (e) HUBZone Certified	
<b>4. Participation in Solicitation Development or Evaluation</b>	
<p>Did your organization, an employee, agent, or representative of your organization, or any affiliated entity participate in developing any component of this solicitation? For purposes of this question, business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly: (1) either one controls or has power to control the other or (2) a third-party controls or has the power to control both. Indicators of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities or equipment, and common use of employees.</p>	
<p>If you are awarded an agreement under this solicitation, in order to provide the goods or services required under a resulting contract, do you intend to partner or subcontract with a person or entity that assisted in the development of this solicitation?</p>	
<p>Will your organization, or an employee, agent, or representative of your organization, participate in the evaluation of the bids received in response to future Solicitations?</p>	

## **SCHEDULE A – SPECIFICATIONS**

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### **Solicitation No. 00005**

#### **Invitation for Bid for Contract Services**

This schedule identifies the requirements of any Contract resulting from this Solicitation. The term “Bidder” in this document refers to a Bidder responding to this Solicitation, as well as the Bidder who is awarded the Contract. The term “Bidder” is used to identify where specific responses to the Solicitation are required.

The Bidder must respond to each requirement or question and explain how it will fulfill each requirement. Attach any supplemental information and appropriate reference within your response.

#### **BACKGROUND**

**About RID:** RID was organized in 1923 and became a reality in 1928. The land served by the District is located north of the Buckeye Canal, stretching from Dysart Road to the Hassayampa River. Originally, the District was created to address serious waterlogging issues encountered by the Salt River Project (SRP), located to the east. To solve this problem, the SRP implemented various dewatering methods. These pumps remain the principal water supply for the Roosevelt Irrigation District.

RID was established with a two-fold purpose: to secure a contract for electricity for its pumps and to obtain a water supply for its 38,000 acres. Development proceeded quickly, and soon virtually all the irrigable land was in use.

The first Board of Directors included S. Carl Miller, T. J. Roberts, and C. Rodney Mac Donald. Their first board meeting took place in their new building at 103 West Baseline Road on April 13th, 1929. This location remains the district’s office today.

RID owns and operates the RID Main Canal, also known as the RID CC-1 Canal, RID CC-2 Canal, and Salt Canal. These canals deliver irrigation water to approximately 38,000 acres in the Avondale, Goodyear, and Buckeye areas of Arizona. RID has a rich history of providing water for beneficial use for almost 90 years.

The predecessor of RID was established in August 1921 when the Salt River Valley Water Users Association (SRVWUA) signed a contract with the Carrick and Mangham Agua Fria Land and Irrigation Company. The company agreed to pump no less than 70,000 acre-feet of groundwater per year from an area northeast of Tolleson to relieve waterlogging. When the Roosevelt Irrigation District was formed in 1923, it assumed all provisions of this contract, which was later modified and amplified in 1927.

Currently, RID uses 58 miles of main canals and 185 miles of lateral canals, mostly lined with concrete, to transport irrigation water to customers in the West Valley, southwest of Phoenix, Arizona.

**Grant Background:** In 2022, the Arizona Legislature established the Water Conservation Grant Fund to support conservation projects throughout the state. As part of a larger investment in Arizona’s water resources, this fund aims to ensure that water is used effectively, efficiently, and sustainably.

To achieve this goal, the Legislature appropriated \$200 million to be awarded as grants to government entities such as counties, cities, towns, irrigation districts, natural resources conservation districts, and non-governmental organizations (NGOs) that partner with these entities. These grants will fund a wide variety of water-saving projects across the state.

**Scope of Work:**

1. **Project Overview.** RID seeks a contractor replace concrete liner, patch holes, place new liner and place new piping on several stretches of the canal throughout the District.
2. **Location.** The District is in the West Valley and work areas will include locations within the City of Glendale, City of Tolleson, City of Avondale, City of Phoenix, City of Goodyear, City of Buckeye and lands in unincorporated areas of Maricopa County.
3. **Scope of Work.** The contractor will perform the following tasks in compliance with the Technical Specifications and funding agency requirements:
  - 3.1. Construction Operations for the described canal areas.
    - 3.1.1. Mobilize all necessary equipment and personnel to the site.
    - 3.1.2. Construct or repair concrete liner, ensuring adherence to the approved design guidelines and Technical Specifications.
    - 3.1.3. Locations for scope of bid to be determined by bidding Contractor.

Description	Qty	Cost	Total (\$)
Canal Rehabilitation Construction			
Mobilization			
Existing Material Removal			
Over Excavate Saturated Soils			
Recompact Subgrade Soils			
Replace Concrete Liner			
Cure Compound			
Water Proof Epoxy Joint Compound			
Reconstruct/Repair O&M Road as Needed			
Demobilization			
<b>Total:</b>			

**3.2. Procurement and Subcontractor Selection.**

- 3.2.1. Procure all necessary materials in strict accordance with the specifications and guidelines stipulated in the grant agreement. Identify and select vendors who can supply materials that meet quality standards and delivery timelines as per project requirements. Maintain detailed records of all procurement activities, including purchase orders, invoices, and delivery receipts, ensuring transparency and

accountability. Ensure all materials are procured within the allocated budget and seek cost-effective solutions without compromising on quality. Implement an effective inventory management system to track the receipt, storage, and usage of all materials. Ensure that all materials procured meet the detailed specifications outlined in the project plan and grant agreement. This includes verifying material quality, compatibility, and compliance with environmental and safety standards. Negotiate and establish formal agreements with suppliers, detailing delivery schedules, payment terms, and warranties or guarantees.

**3.2.2.** Select subcontractors based on their qualifications, experience, and ability to meet project timelines and quality standards. Draft and execute contracts with selected subcontractors, clearly outlining their scope of work, responsibilities, and adherence to grant terms. Ensure that all subcontractors are fully aware of and comply with the grant terms, including but not limited to reporting requirements, financial management, and adherence to project specifications. Regularly monitor and evaluate the performance of subcontractors to ensure that their work meets the required standards and project timelines. Facilitate effective communication and coordination between subcontractors and the primary project team to ensure seamless project execution. Maintain comprehensive records of all subcontractor agreements, performance evaluations, and any issues or deviations from the grant terms. Implement a thorough prequalification process to assess the capability, financial stability, and track record of potential subcontractors. Provide necessary training and orientation sessions for subcontractors to ensure they fully understand the project requirements, safety protocols, and grant conditions. Ensure that all subcontractors comply with local, state, and federal regulations, including labor laws, safety standards, and any specific requirements outlined in the grant. Establish a clear process for addressing and resolving any disputes or conflicts that may arise with subcontractors, ensuring minimal disruption to the project timeline. Require subcontractors to provide regular progress reports, detailing the status of their work, any issues encountered, and steps taken to address these issues.

### **3.3. *Grant Compliance.***

- Ensure full compliance with all federal grant requirements.
- Monitor and document all grant-related activities.
- Provide accurate and timely reporting to federal agencies.

### **3.4. *Construction Monitoring and Engineering Testing.***

**3.4.1. Subgrade Testing:** Provide testing data for subgrade conditions.

**3.4.2. Concrete Testing:** Conduct tests according to ASTM and ACI standards for concrete placement and strength.

4. **Schedule.** The project is expected to be completed within a 24-month period from the date of contract award. A detailed project schedule with milestones will be developed in collaboration with RID.
5. **Qualifications.** The selected firm must have:
  - Demonstrated experience constructing irrigation facilities.
  - Experience with Arizona Irrigation Districts.
  - A team of qualified construction professionals
  - Proven track record of successful construction projects
6. **Submission Requirements.** Interested firms should submit a bid that includes:
  - A detailed approach to the scope of work.
  - Qualifications and experience of key personnel.
  - Examples of similar projects completed.
  - A detailed cost breakdown.
  - References from previous clients.
7. **Evaluation Criteria.** Bids will be evaluated based on the following criteria:
  - Technical approach and understanding of the project.
  - Experience and qualifications of the firm and personnel.
  - Past performance on similar projects.
  - Cost.
  - References.
8. **Contact Information:** For any inquiries or to submit bids, please contact:
  - Roosevelt Irrigation District
  - 103 W Baseline Road
  - Buckeye, AZ 85326
  - Taylor Howerter
  - Assistant Superintendent
  - Direct Phone: 623-715-2722
  - Email: [Thowerter@rooseveltirrigation.org](mailto:Thowerter@rooseveltirrigation.org)
  - Main Phone: 623-386-2046
  - Or



- Ken Brill
- Equipment Manager
- Email: [kbrill@rooseveltirrigation.org](mailto:kbrill@rooseveltirrigation.org)
- Phone: 623-826-9475

## SCHEDULE B PRICING

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### Solicitation No. 00005

#### Invitation for Bid for Construction Services

RID requires Firm Fixed deliverable pricing in response to this Solicitation. In addition to the firm fixed deliverable pricing obtained in response to this Solicitation, RID may also engage the contractor to complete services on a time and materials basis. The rate table provides the hourly rates for the resources available through the resulting Contract.

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the table below. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your bid.
2. Price bids must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge RID (e.g., shipping and handling, per piece pricing, and palletizing).
3. By submitting its bid, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
4. **NOTES:**
  - a. As a reminder, overtime, holiday pay, and travel expenses will **not** be paid.
  - b. Any exception to any insurance requirements must be noted/redlined before being qualified, in other words with Bidder's response. If Bidder is concerned about the cost of coverage, any extra costs must be incorporated into the pricing below with the understanding that this could impact being chosen as a contractor.
  - c. Provide the hourly rate (not-to-exceed) for each staff level and all applicable personnel assigned to the Contract for the proposed services. For example, please indicate positions at Senior Manager, Director, Manager, etc. Senior levels, entry level staff, as well as Specialty Services (e.g., Hydrologist, Engineer, etc.).

<b>Project Management Type*</b>	<b>Position</b>	<b>Hourly Rate (Not to Exceed)</b>

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\*Bidder should add more lines as needed.

For each position, indicate the type of consulting each position will be responsible for.

## **SCHEDULE C – INSURANCE REQUIREMENTS**

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### **Solicitation No. 00005**

#### **Service Invitation for Bid for Construction Services**

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against RID for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by RID.
- 3. Primary and Non-Contributory Coverage.** All policies for which RID is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
  - a.** Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
  - b.** Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
  - a.** Insurance certificates showing evidence of coverage as required herein must be submitted to RID within 10 days of the contract execution date.
  - b.** Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
  - c.** Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by RID.
  - d.** All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
  - e.** RID may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
  - f.** In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to RID no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
- 7. Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$1,000,000 Each Occurrence</b> <b>\$1,000,000 Personal &amp; Advertising Injury</b> <b>\$1,000,000 Products/Completed Operations</b> <b>\$50,000 Damage to Rented Premises</b> <b>\$2,000,000 General Aggregate</b>	Contractor must have their policy endorsed to add “RID, its departments, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
<b>Automobile Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$1,000,000 Per Accident</b>	Contractor must have their policy: (1) endorsed to add “RID, its departments, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers’ Compensation Insurance</b>	
<b>Minimum Limits:</b> <b>Coverage according to applicable laws governing work activities.</b>	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$1,000,000 Each Accident</b> <b>\$1,000,000 Each Employee by Disease</b> <b>\$1,000,000 Aggregate Disease</b>	

**8. Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless RID.

**STANDARD CONTRACT TERMS**

This STANDARD CONTRACT (“**Contract**”) is agreed to between Roosevelt Irrigation District (“RID”) and [Insert Organization Name] (“**Contractor**”), a [Insert [ENTITY] & Entity Status, e.g., a Arizona corporation or a limited liability organization]. This Contract is effective on acceptance by RID (“**Effective Date**”), and unless terminated, will expire upon final acceptance of the project (the “**Term**”).

This Contract may be renewed at the sole discretion of RID and will automatically extend the Term of this Contract. RID will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

**Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

1. Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with RID’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with RID, including RID’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to RID any RID-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to RID any claims resulting from federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all RID physical and IT security policies and standards which will be made available upon request; and (j) provide RID priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

2. Contractor must also be clearly identifiable while on RID property by wearing identification issued by RID, and clearly identify themselves whenever making contact with RID.

**Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to RID:	If to Contractor:
3. As detailed in the Statement of Work.	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

**Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

RID:	Contractor:
<b>As detailed in the Statement of Work.</b>	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

**Project Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

RID:	Contractor:
4. <b>As detailed in the Statement of Work.</b>	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of RID, to ensure performance of the Contract and must provide proof upon request. RID may require a performance and payment bond (as specified in Schedule A – Statement of Work) if, in the opinion of RID, it will ensure performance of the Contract.

6. **Insurance Requirements.** See Schedule C.

7. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of RID. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not RID, is responsible for the payment of wages, benefits and taxes of Contractor’s employees and any subcontractors. Prior performance does not modify Contractor’s status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

8. **Intellectual Property Rights.** If Schedule A, Statement of Work, requires Contractor to create any intellectual property, Contractor hereby acknowledges that RID is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to RID, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

**Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of RID. Contractor must notify RID at least 90 calendar days before the proposed delegation and provide RID any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. RID, in its sole discretion, may require the replacement of any subcontractor.

9.

**Staffing.** RID's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.

**Background Checks.** Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of RID and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. RID, in its sole discretion, may also perform background checks.

10.

11.

**Assignment.** Contractor may not assign this Contract to any other party without the prior approval of RID. Upon notice to Contractor, RID, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If RID determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

12.

**Change of Control.** Contractor will notify RID, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

13.

14.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15.

**Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

**Acceptance.** Contract Activities are subject to inspection and testing by RID within 30 calendar days of RID's receipt of them ("RID Review Period"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by RID, RID will notify Contractor by the end of RID Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If RID finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this



Contract in accordance with Section [Error! Reference source not found.](#), Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to RID. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, RID may cancel the order in whole or in part. RID, or a third party identified by RID, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

To the extent that Contract Activities includes the provision of a Services through the use of an online portal, as set forth the Schedule A, Statement of Work, Contractor must comply with the Service Level Agreement set forth in Schedule D of this Contract.

16. **Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by RID. All undisputed amounts are payable within 45 days of RID's receipt. Contractor may only charge for Contract Activities provided as specified in Schedule A. Invoices must include an itemized statement of all charges. RID is exempt from Arizona sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for RID's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Contractor under this Contract.

RID has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. RID will notify Contractor of any dispute within a reasonable time. Payment by RID will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by RID constitutes a waiver of all claims by Contractor against RID for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

RID will only disburse payments under this Contract through Electronic Funds Transfer (EFT). If Contractor does not register, RID is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, RID reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by RID to Contractor under this Contract. For equipment purchases a one time payment may be issued electronically or by check.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being

bided to any commercial or government customer of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify RID of such fee and formally memorialize the new pricing in a change notice.

**Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of RID's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy RID may have under this Contract for Contractor's breach of this Contract, including without limitation, RID's right to terminate this Contract for cause under Section [Error! Reference source not found.](#) and RID will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, RID will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due RID as liquidated damages may be set off against any fees payable to Contractor under this Contract, or RID may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

17.

18.

19.

**Stop Work Order.** RID may suspend any or all activities under the Contract at any time. RID will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, RID will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. RID will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

**Termination for Cause.** RID may terminate this Contract for cause, in whole or in part, if Contractor, as determined by RID: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose RID to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If RID terminates this Contract under this Section, RID will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

RID will only pay for amounts due to Contractor for Contract Activities accepted by RID on or before the date of termination, subject to RID's right to set off any amounts owed by the Contractor for RID's reasonable costs in terminating this Contract. The Contractor must pay

all reasonable costs incurred by RID in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs RID incurs to procure the Contract Activities from other sources.

20. **Termination for Convenience.** RID may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If RID terminates this Contract for convenience, RID will pay all reasonable costs, as determined by RID, for RID approved Transition Responsibilities.

21. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by RID (not to exceed 90 calendar days), provide all reasonable transition assistance requested by RID, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to RID or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to RID or RID's designee; (c) taking all necessary and appropriate steps, or such other action as RID may direct, to preserve, maintain, protect, or return to RID all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of RID; (d) transferring title in and delivering to RID, at RID's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which RID and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.

22. **Return of RID Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as RID may direct, to preserve, maintain, protect, or return to RID all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of RID.

23. **Indemnification.** Contractor must defend, indemnify and hold RID, its departments, directors, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be

liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

RID will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of RID, demonstrate its financial ability to carry out these obligations.

RID is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if RID deems necessary. Contractor will not, without RID's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

Any litigation activity on behalf of RID, or any of its subdivisions under this Section, must be coordinated with the RID.

24. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for RID the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by RID with appropriate credits to RID against Contractor's charges and reimburse RID for any losses or costs incurred as a consequence of RID ceasing its use and returning it.

25. **Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL RID'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** RID is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

26. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify RID within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

27. **RID Data.** All data and information provided to Contractor by or on behalf of RID, and all data and information derived therefrom, is the exclusive property of RID (“RID Data”); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to RID, or a third party designated by RID, all RID Data within 10 calendar days of the request and in the format requested by RID. Contractor will assume all costs incurred in compiling and supplying RID Data. No RID Data may be used for any marketing or commercial purposes.

**Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

28. **a. Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) subject to disclosure under the Arizona Public Records Law; (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, RID Data is deemed to be Confidential Information.

**b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor’s responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain RID’s Confidential Information in confidence. At RID’s request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

**c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or

intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of RID, at the sole election of RID, the immediate termination, without liability to RID, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return RID Data to RID following the timeframe and procedure described further in this Contract. Should Contractor or RID determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, RID's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

29. **Records Maintenance, Inspection, Examination, and Audit.** RID or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to RID or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 5 years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, RID and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

Contractor shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to GAAP standards, and shall be in form and substance satisfactory to the Authority and as may be required by the United States Department of Treasury.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

30. **Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to RID or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform RID of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles RID to terminate this Contract under Section [Error! Reference source not found.](#), Termination for Cause.

31. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any RID employee by the direct or indirect bid of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify RID of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

32. **Compliance with Laws.** Contractor must comply with all federal, RID, and local laws, rules, and regulations.

33. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, the Persons with Disabilities Civil Rights Act, 1976 PA 220, and State Executive Order 2009-9. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

34. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Arizona law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Arizona law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Superior Court of Maricopa County. Complaints against RID must be initiated in Maricopa County, Arizona. Contractor waives

any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Arizona to receive service of process.

**Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict RID from acquiring similar, equal, or like Contract Activities from other sources.

35. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, RID may immediately contract with a third party.

36. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved unless the dispute precludes performance. A dispute involving payment does not preclude performance.

37. Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit RID's right to terminate the Contract.

38. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of RID, and then only in accordance with the explicit written instructions of RID.

39. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document	Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements

**Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between



documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO RID’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON RID OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY RID AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

41. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

**Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

42. **Survival.** Any right, obligation or condition that, by its express terms or nature and context is  
43. intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; RID Data; non-disclosure of Confidential Information; representations and warranties; insurance and  
44. bankruptcy.

**Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “Contract Change Notice”). Notwithstanding the foregoing, no  
45. subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

#### **Certifications Required by State Law.**

a. If the Contractor is a Company as defined in A.R.S. § 35-393, the Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. § 35-393 and will refrain from any such boycott for the duration of this Agreement.

b. The Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

c. **Immigration Laws.** Contractor certifies and warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that any subcontractor who is contracted by Contractor to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A). Any breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. The Authority retains the legal right to inspect the employment records of any

employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in this paragraph and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection.

**BID**

**TO THE ROOSEVELT IRRIGATION DISTRICT:**

The Undersigned hereby bids and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Email

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

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

**ACCEPTANCE OF BID**

The Bid is hereby accepted. The Bid is now bound to sell the materials or provide the services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Bid as accepted by RID.

This Contract shall henceforth be referred to as Contract No.: \_\_\_\_\_

The effective date of the Contract is: \_\_\_\_\_

The Bidder is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or Procurement's written notice to proceed.

AWARDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 .

\_\_\_\_\_  
Donovan L. Neese, Superintendent

## **WIFA PROVISIONS ADDENDUM**

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Bidder will be required to comply with all applicable requirements outlined in Water Conservation Grant Fund Agreement No. WC3-144-2024. RID reserves the right to add additional requirements to this Contract and to any issued Contract(s), at its sole discretion.

## FEDERAL PROVISIONS ADDENDUM

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1. **Uniform Guidance.** This Solicitation is subject to requirements set forth in the Uniform Guidance, 2 CFR Part 200, available at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
2. **Suspension, & Debarment.** Consultant agrees to abide by Executive Orders 12549 and 12689, Debarment and Suspension, and implementing regulations found at 2 CFR Part 180 and 31 CFR Part 19. The City may by giving written notice to Consultant, immediately terminate this Agreement if the City determines that Consultant has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Consultant will include a term or condition in all related contracts and subcontracts described in 2 CFR Part 180, Subpart B that the award is subject to 2 CFR Part 180 and 31 CFR Part 19.
3. **Award Terms and Conditions.** The Award Terms and Conditions of the SLFRF financial assistance agreement ([https://home.treasury.gov/system/files/136/NEU\\_Award\\_Terms\\_and\\_Conditions.pdf](https://home.treasury.gov/system/files/136/NEU_Award_Terms_and_Conditions.pdf)) sets forth the compliance obligations for Consultant pursuant to the SLFRF statute, the Uniform Guidance, Treasury's final rule, and applicable federal laws and regulations. Consultant should ensure it remains in compliance with all Award Terms and Conditions. These obligations include the following items in addition to others:
  - 3.1. **Conflicts of Interest.** The Bidder must disclose in writing to RID any potential conflict of interest affecting this agreement in accordance with 2 C.F.R. § 200.112. RID will disclose such conflict to Treasury.
  - 3.2. **Compliance with Applicable Law and Regulations.** Bidder agrees to comply with the requirements of section 603 of the American Rescue Plan Act, and regulations adopted by the Treasury pursuant to section 603(f) of the Act, and guidance issued by the Treasury. Bidder also agrees to comply with all other applicable federal statutes, regulations, and executive orders. Bidder shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award which may include, but not limited to the following:
    - 3.2.1. *Uniform Administrative Regulations, Cost Principles and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200;
    - 3.2.2. *OMB Guidelines to Agencies on Government wide Debarment and Suspension*, 2 C.F.R. part 180;
    - 3.2.3. *Government wide Requirements for Drug-Free Workplace*, 31 C.F.R. Part 20;
    - 3.2.4. *New Restrictions on Lobbying*, 31 C.F.R. Part 21; and
    - 3.2.5. Generally applicable federal environmental laws and regulations.

- 3.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, for all contracts that qualify as “federally assisted construction contracts” as defined in 41 CFR Part 60–1.3, Bidder agrees to comply with the equal opportunity clause under 41 CFR 60-1.4(b), incorporated herein by reference, and E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 3.4. **Copeland “Anti-Kickback” Act.** Bidder shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 3.5. **Contract Works Hours and Safety Standards Act.** If the contract exceeds \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, Consultant shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 3.6. **Protection for Whistleblowers.** In accordance with 41 U.S.C. § 4712, Bidder may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
  - An Inspector General;
  - The Government Accountability Office;
  - A Treasury employee responsible for Agreement or grant oversight or management;
  - An authorized official of the Department of Justice or oversight or management;
  - A court or grand jury; or
  - A management official or other employee of the City, Consultant or a subcontractor who has the responsibility to investigate, discover, or address misconduct.
- 3.7. **Drug-Free Workplace Act of 1988:** Bidder must comply with drug-free workplace requirements in 31 CFR Part 20, which implements the Drug-Free Workplace Act of 1988.
- 3.8. **Victims of Human Trafficking.** Bidder agrees to follow the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104) and ensure that it and none of its employees engage in server forms of trafficking in persons, procure commercial sex acts during the subaward term, used forced labor in the performance of obligations under this Agreement. Bidder agrees to notify RID immediately once it has information from any source alleging a violation of this Section.
- 3.9. **Preference for Domestic Procurement.** Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Bidder will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- 3.10. **Prohibition on Certain Telecommunications Equipment.** Bidder is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.
- 3.11. **Additional Federal Requirements.** Bidder will comply with any additional terms and conditions imposed by 2 CFR Part 200, as applicable, and any guidance issued by the U.S. Department of Treasury regarding this agreement.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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### **Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.



## **DEBARMENT AND SUSPENSION**

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### Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by RID. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to RID, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this bid is valid and throughout the period of any contract that may arise from this bid. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **BYRD ANTI-LOBBYING CERTIFICATION**

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### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:

1. 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.
2. 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 and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.C. 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.

The Bidder, [enter contractor name here], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

## **CONFLICT OF INTEREST**

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By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of State law and further agrees promptly to notify the RID if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

## **PROCUREMENT OF RECOVERED MATERIALS**

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1. In the performance of this contract, the Bidder shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - b. Meeting Contract performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **DOMESTIC PREFERENCES FOR PROCUREMENTS**

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As appropriate and to the extent consistent with law, the Bidder and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.