INVITATION FOR BID INSTRUCTIONS

Roosevelt Irrigation District (“RID”)

Solicitation No. 00003 - Well Pump and Gate Automation

Procurement Manager Name: Taylor Howerter

Direct Phone: 623-715-2722

Email: Thowerter@rooseveltirrigation.org

Main Phone: 623-386-2046

Solicitation Timeline

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Event Time | | Date | | | | | | | |
| Solicitation issue date | N/A |  | Thursday | | | |  | | |
| Aug | ust 15, 2024 | | |
|  |
| Deadline for Bidder to submit questions about this Solicitation | 11:00 AM |  | Wednesday | | | | | |  |
| Aug | ust 28, 2024 | | | | |
|  |
| Anticipated date RID will provide answers to Bidder questions | 2:00 PM |  | Thursday | | | | |  | |
| Aug | ust 29, 2024 | | | |
|  |
| Bid due date\* | 2:00 PM |  | Thursday | | |  | | | |
| Sept | ember 5, 2024 | |
|  |
| Anticipated bid acceptance period | 30 days |  | Friday | | |  | | | |
| October | | 4, 2024 |
|  | |
| Deadline for requesting a substitution or exception to the Solicitation | 1:00 PM |  | Tuesday | | | | |  | |
| August | | 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 |
| Cover Page | Provides Solicitation title and number, important dates, and contact information for Procurement Manager | Informational. |
| Bid Instructions | Provides Solicitation instructions to Bidders | Informational. |
| Bidder Questions  Worksheet | Questions to Bidder on background and experience | Bidder to complete and submit by bid deadline. |
| Schedule A – Statement of  Work | Statement of Work or  Equipment Description | Bidder to complete and submit by bid deadline. |
| Schedule B – Pricing | Pricing for equipment, services sought by RID through this Solicitation | Bidder to complete and submit by bid deadline. |
| Schedule C | Insurance Requirements | Informational. |
| Contract Terms | Provides legal terms for a contract awarded through this  Solicitation | Deemed accepted by Bidder unless information required in the Evaluation Process section of this document is submitted by bid deadline. |
| WIFA Provisions  Addendum | WIFA Provisions Addendum | Deemed accepted by Bidder unless information required in the Evaluation Process section of this document is submitted by bid deadline. |
| Federal Provisions  Addendum | Federal Provisions Addendum | Deemed accepted by Bidder unless information required in the Evaluation Process section of this document is submitted by bid deadline. |

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

1. BACKGROUND
   1. Program development

The RID Conservation through Automation Program (CTAP) has been regarded within the RID as the next step for improving efficiencies and water savings throughout the system. RID has meticulously researched, analyzed, tested and implemented automation features in several locations within the RID to determine feasibility, reliability, maximum water savings, and maximum effectivity per dollar invested in each project built into the CTAP. The CTAP proposes using automation features of Supervisory Control and Data Acquisition (SCADA) to enhance water savings, efficiency of operation, and overall system control. The testing of the initial pieces of the CTAP have proven to show a possibility of 3,109 acre-feet of water savings annually with total program implementation in the RID.

* 1. Background: WIFA Funding

The Arizona Water Infrastructure Authority (“WIFA”) has formally agreed to providing a funding award of ($1,906,280.85 to RID for the CTAP. This generous financial support is contingent upon ARPA regulations and specific terms and conditions outlined in the agreement between WIFA and RID.

1. PURPOSE

RID is seeking to obtain Bids for 80 RTU units, 75 Level Sensors, 97 Gate Actuators, and 40 Enclosure units

1. 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.

1. 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.

1. 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 |
|  |  |  |  |

1. 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.

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

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| --- | --- | --- | --- | --- | --- |
|  |  | TECHNICAL EVALUATION CRITERIA | | | |
| Organizational capacity | Qualifications of Staff | Approach | Experience |
| SERVICES BIDED | A. Grant Compliance |  |  |  |  |
| B. Procurement and/or  Subcontractor  Selection |  |  |  |  |
| C. Warranty of Products |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

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.

1. 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.
2. RESERVATIONS. RID reserves the right to:
   1. Disqualify a Bidder for failure to follow these instructions.
   2. Discontinue the Solicitations process at any time for any or no reason. The issuance of an 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.
   3. 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.
   4. Consider an otherwise disqualified bid if no other bids are received.
   5. 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 selfcertify as a small-business concern, as defined by the SBA.
   6. Consider prior performance with RID in making its award decision.
   7. 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.
   8. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating bid pricing and in the final award recommendation.
   9. Enter into negotiations with one or more Bidders on price, terms, technical requirements, or other deliverables.
   10. Award multiple Contracts.
   11. Evaluate the bid outside the scope identified in the Evaluation Process section of this document if RID receives only one bid.
   12. Award additional Contracts to supplement the Contracts previously awarded to a project manager.
3. 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.
4. GENERAL CONDITIONS. RID will not be liable for any costs, expenses, or damages incurred by an Bidder participating in this solicitation. The Bidder agrees that its bid will be considered an 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 an 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)

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| --- | --- |
| Information Sought | Bidder Response |
| 1.Contact Information |  |
| 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. |  |
| 2.Organization Background Information |  |
| 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. |  |
|  |  |
| 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. |  |

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| --- | --- |
| Information Sought | Bidder Response |
| 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. |  |
|  |  |
|  |  |
| 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. |  |
| 3. Small Business Set Aside |  |
| 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. |  |
| To demonstrate qualification as a qualified small business concern, you must provide:   1. Primary NAICS Code(s); 2. Size self-certification; and 3. If available, proof of SAM.gov registration (or any third-party certification with respect to small, disadvantaged business status). 4. If applicable, indicate the small business category(ies), including applicable NAICS Code:    * Small Business o 8(a) Participant    * Women-Owned Small Business o Veteran-Owned Small Business |  |
| Information Sought | Bidder Response |
| o Service-Disabled Veteran-Owned Small Business  (e) HUBZone Certified |  |
| 4. Participation in Solicitation Development or  Evaluation |  |
| 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. |  |
| 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? |  |
| 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? |  |

SCHEDULE A – SPECIFICATIONS

Solicitation No. 00003

Invitation for Bid for Conservation through Automation Program (CTAP)

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 50 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:

Project Overview. RID seeks to obtain Bids for 80 RTU units, 75 Level Sensors, 97 Gate Actuators, and 40 Enclosure units

1. 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.
2. Scope of Work. The contractor will perform the following tasks in compliance with the Technical Specifications and funding agency requirements:
   * 1. Equipment List for Bidding

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Description | Qty |  | Cost  Each | Total ($) |
| RTU | 80 |  |  |  |
| Level Sensors | 75 |  |  |  |
| Gate Actuators | 97 |  |  |  |
| Enclosure units | 40 | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | | Total: |  |

* 1. Procurement and Subcontractor Selection.
     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.
     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.
  2. Grant Compliance.
     + - * Ensure full compliance with all federal grant requirements.
         * Monitor and document all grant-related activities.
     1. Provide accurate and timely reporting to federal agencies.
        + 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.
        + Submission Requirements. Interested firms should submit a bid that includes:
        + A detailed cost breakdown.
        + References from previous clients.

1. 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
       - Main Phone: 623-386-2046
       - Or
       - Steve Harris
       - Watermaster
       - Email: sharris@rooseveltirrigation.org
       - Phone: 623-271-1114

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, contact release document or Procurement’s written notice to proceed.

AWARDED THIS DAY OF 20 .

Donovan L. Neese, Superintendent

WIFA PROVISIONS ADDENDUM

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

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/subtitleA/chapter-II/part-200?toc=1

1. 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.
2. 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) 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:

* 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.
  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:
     1. Uniform Administrative Regulations, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
     2. OMB Guidelines to Agencies on Government wide Debarment and Suspension, 2

C.F.R. part 180;

* + 1. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
    2. New Restrictions on Lobbying, 31 C.F.R. Part 21; and
    3. Generally applicable federal environmental laws and regulations.
  1. 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.”
  2. Copeland “Anti-Kickback” Act. Bidder shall comply with the Copeland “AntiKickback” 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 nonFederal entity must report all suspected or reported violations to the Federal awarding agency.
  3. 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 11/2 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.
  4. 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.
  1. 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.
  2. 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. 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).
  4. 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.
  5. 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

# 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

# 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

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.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

CONFLICT OF INTEREST

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

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—
   1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
   2. Meeting Contract performance requirements; or
   3. 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

1. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

DOMESTIC PREFERENCES FOR PROCUREMENTS

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.