



Global Water – Farmers Water Company, Inc.

Request for Proposal

For

Meter Replacement Program

December 18, 2023

Request for Proposals (“RFP”)

Meter Replacement Program

DESCRIPTION: Global Water – Farmers Water Company, Inc. (“GW-Farmers”) is requesting proposals from companies for water meter replacement program to install Advanced Metering Infrastructure (“AMI”) water meters and collectors. This is part of a water meter changeout program with time restrictions. The meters and collectors are being acquired under a different RFP. Both Residential and Commercial meters will be replaced in-kind with the equivalent sized Neptune Meter. For meter sizes 5/8” to 1”, the Neptune Meters will be T-10 meters with a e-coder)R900i™ and/or ProCoder™)R900i™ register along with a cellular Endpoint. For meter sizes greater than 1”, the meters will be Neptune Mach 10® Ultrasonic. The meters are for a project to replace all of GW-Farmers’ approximately 3,400 meters over a 6-month period. The meter replacement must be completed no later than August 31, 2024.

BID OPENING: December 18, 2023, at **GW-Farmers offices, 21410 N. 19th Avenue, Suite 220, Phoenix Arizona 85027.**

In accordance with local and State law, sealed bids will be received by **Rey Flores, Manager, Business Development, Global Water Resources, Inc., 21410 N. 19th Avenue, Suite 220, Phoenix Arizona 85027**, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

GW-Farmers reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the GW-Farmers and to reject the bids of any persons who have been delinquent or unfaithful in any contract with the GW-Farmers.

This solicitation, full submittal information and any addenda are available free of charge by emailing rey.flores@gwresources.com.

Request for Proposals (RFP)

Meter Replacement Program

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I. GENERAL INFORMATION

Global Water – Farmers Water Company, Inc. (“GW-Farmers”) is requesting proposals from companies for Advanced Metering Infrastructure (“AMI”) water meters and collectors. This is part of a water meter changeout program with time restrictions. The meters and collectors are being acquired under a different RFP. Both Residential and Commercial meters will be replaced in-kind with the equivalent sized Neptune Meter. For meter sizes 5/8” to 1”, the Neptune Meters will be T-10 meters with a e-coder)R900i™ and/or ProCoder™)R900i™ register along with a cellular Endpoint. For meter sizes greater than 1”, the meters will be Neptune Mach 10® Ultrasonic meters. The collectors necessary are Neptune’s R900 Gateway fixed network collector. The meters are for a project to replace all of GW-Farmers’ approximately 3,300 meters over a 6-month period. The meter replacement must be completed no later than August 31, 2024.

A. DESCRIPTION OF WORK

The purpose and intent of this request for proposal (RFP) is to find a qualified contractor to provide water meter replacement and installation services for GW-Farmers. The proposal is required to meet the scope of services detailed within. The successful vendor will be awarded a contract to complete the entire project.

Estimated Quantity & Sizes of Meters:

Total Neptune Meters by Size	Number
5/8	2697
3/4”	101
1”	549
1.5”	21
2”	68
3”	6
4”	2
6”	
8”	
Total	3,444
Neptune Collectors	8

B. SCOPE OF SERVICES/ITEMS FOR PURCHASE

The company/contractor will need to meet the following requirements. Please ensure that this information is given in the attached forms A-F that are required. If additional pages are needed, please utilize your company letterhead to provide this information.

- The company/contractor must ensure to follow the strict timeframes to not interfere with the billing schedule. This will be provided to the awarded company/contractor.
- The company/contractor will need to have a paperless work order system that will record addresses of the new and removed water meter, final and new meter read, before and after photos and the serial numbers of each meter and endpoint. Contractor shall also annotate the service line material both upstream and downstream of the customer meter.

This database will be the final deliverable report. Contractor to also verify address prior to replacement. Contractor will supply GPS coordinates of each meter location.

- Contractor shall supply and deliver a door hanger, approved by GW-Farmers, to each home one week prior to exchanging their meter to notify the customer of the pending meter exchange.
- The company/contractor will need evidence that they have completed or are currently working on at least four (4) meter change out programs for cities or communities of at least 1,000 water meters or more. Please list in Form F.
- The Crew will need to be able to speak clearly, concisely and be respectful with customers, if interaction is needed.
- The Crew must have a clearly visible uniform or nametag stating the company / contractor's name. Contractor to have marked work vehicle and will park with two orange cones around vehicle.
- Most meters will be changed during business hours of 7:00am to 3:00pm. The selected contractor will have to work with some critical businesses such as hospitals, schools, medical centers, etc. for night or weekend meter changeouts. The selected contractor will inform GW-Farmers at least forty-eight (48) hours in advance for these schedules, otherwise the schedule will need to be replaced with an area that can be accommodated to ensure to meet the time restraint for this program.
- Contractor will install each antenna through the meter box lid changing out the lid with the proper Poly lid which will be purchased by the GW-Farmers and installed by the Contractor.
- Must provide an updated list of meter changeouts with all the information listed above by 3:30pm, Thursdays.
- If the meter box needs to be replaced or dug out, the contractor is responsible for removing dirt or debris off-site of meter changeout locations. No dirt or debris will be left at meter changeout locations.
- Meter boxes will be Carson 1419 meter box and lid.
- Field verification is required after every changeout to ensure the meter is flowing water to the correct address and in the correct direction.
- The contractor must provide and install new gaskets in each meter that is changed. Contractor to flush any debris from line before installing new meter.
- The contractor must provide and install new bolts on 1.5" and larger meters. Bolts are to be a minimum of Grade 5 zinc plated.
- Third party data quality control will be utilized at GW- Farmer's discretion. Prior to

utilizing third party quality control, GW – Farmer’s will discuss why it’s being used with vendor / contractor. Any costs associated with third party data quality control is the responsibility of GW – Farmer’s.

- In some instances, the existing meter box may not accommodate the new meters due to size constraints. The contractor shall install a new meter box that meets Global Water design specification for meters that will accommodate the new meters. Contractor shall provide a cost per unit to replace meter boxes.
- For every replaced meter, the Contractor shall complete a verification of the service line material at least 6-inches upstream and 6-inches down stream of the meter connect. The service line material shall be annotated on the paperless work order system.

C. PROPOSED PROJECT SCHEDULE

Project milestones are estimated to be as follows:

- | | |
|-----------------------------------|-------------------|
| • Request for Proposal Advertised | December 18, 2023 |
| • Proposal Due Date/Opening | January 5, 2024 |
| • Award of Contract | February 02, 2024 |

All milestones are the earliest dates for planning purposes only and do not represent any contractual commitment whatsoever on the part of the GW-Farmers.

D. REQUESTS FOR INFORMATION

Firms who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the GW-Farmers project representative at the following:

Rey Flores
Manager, Business Development
Global Water Resources, Inc.
Rey.Flores@gwresources.com
21410 N. 19th Avenue, Suite 220
Phoenix AZ 85027

II. SUBMITTAL REQUIREMENTS

Firms shall possess the qualifications and Arizona licenses as required by law. Responses to this Request must be in the form of a proposal, as outlined in this document. GW-Farmers assumes no liability for the cost of preparing a response to this Request.

Any deviations from the provisions of this Request which are desired by the Offeror shall be specifically noted in the proposal submitted.

A. PROPOSAL REQUIREMENTS

Proposals shall be submitted as **one (1) original** and must conform to this Request. The proposal shall include the following:

- Form A – Solicitation Response Cover Sheet
- Form B – Price Sheet
- Form C – Bid Certification
- Form D – Non-Collusion Certificate
- Form E – Certificate of Ownership
- Form F – Bidder Qualifications, Representations and Warranties
- Form G – Subcontractor's List

B. INSTRUCTIONS FOR SUBMITTAL FORMS

- **Form A – Solicitation Response Cover Sheet**
Bidder shall complete, sign, and submit Form A as the first page of the bid package.
- **Form B – Price sheet**
The bidder shall certify that its bid will be valid for 90 days after submission. Bidders may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.
- **Form C – Bid Certification**
Bidder shall complete, sign, and submit Form C.
- **Form D – Non-Collusion Certificate**
Bidder shall complete, sign, and submit Form D.
- **Form E – Certificate of Ownership**
Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.
- **Form F – Bidder Qualifications, Representations and Warranties**
The GW-Farmers shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of GW-Farmers, the

financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to fulfil the requirements of the agreement. In determination of responsibility, the GW-Farmers may consider all information available to the GW-Farmers, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the GW-Farmers in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the GW-Farmers with current and/or prior contracts held by the Bidder with the GW-Farmers or with other agencies, references provided by the Bidder to the GW-Farmers, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the GW-Farmers and has merit in consideration of responsibility, in the opinion of the GW-Farmers. The evaluation of responsibility shall be determined by the GW-Farmers and shall be in the sole opinion of the GW-Farmers. Such an evaluation by the GW-Farmers shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

The Bidder shall provide four (4) references, a subcontractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign, and submit Form F.

- **Form G – Subcontractor’s List**

C. DISCLOSURE

Identify any public or private disciplinary actions against your firm or individuals within your firm that occurred within the past five (5) years and would be relevant to this contract. This includes action by professional organizations or oversight committees.

Report any significant material litigation information that would be relevant to this contract.

Disclose any investigation (involving your firm or individuals) conducted in the past five (5) years of any federal or state regulatory agency that might impact on this contract.

D. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the GW-Farmers. Firms shall clearly mark any proprietary information contained in its submittal with the words “Proprietary Information”. Firms shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

All firms, by submission of materials marked proprietary, acknowledge, and agree that the GW-Farmers will have no obligation to advocate for non-disclosure in any form nor will the GW-Farmers assume any liability to the firms in the event that the GW-Farmers must legally disclose these materials.

E. DELIVERY OF SUBMITTALS

Sealed proposals will be received **before 2:00 PM on Friday, January 5, 2024**, at **GW-Farmers offices, 21410 N. 19th Avenue, Suite 220, Phoenix Arizona 85027**, at which time all submittals will be opened.

Any submittals received at or after 2:00 PM on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The GW-Farmers is not responsible for lateness of mail, carrier, etc. The GW-Farmers will not accept delivery of the bid at any other GW-Farmers locations. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00 PM deadline.

The outside of the submittal envelope shall indicate the name and address of the Respondent; shall be addressed to the:

Rey Flores
Manager, Business Development
Global Water Resources, Inc.
21410 N. 19th Avenue, Suite 220
Phoenix AZ 85027

and shall be clearly marked:

Request for Proposals:
Meter Replacement Program
Due before 2:00 PM on January 05, 2024

III. CONTRACT NEGOTIATION AND AWARD

To qualify the proposal must be submitted on time and materially satisfy all requirements identified in this Request. If, in the judgment of the GW-Farmers, a proposal does not conform to the format specified herein, or if any section is absent or significantly incomplete, the GW-Farmers reserves the right to reject the submittal.

A. OVERVIEW

Approval of GW-Farmers will be required for the award of a contract for performance of the services described herein. GW-Farmers reserves the right to cancel this Request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into contract as specified if determined by GW-Farmers to be in the GW-Farmers' best interests.

B. AWARD OF CONTRACT

The selected company/contractor will be required to execute and meet the terms of the GW-Farmers' standard General Services Agreement, including insurance requirements, in a form acceptable to the GW-Farmers' Attorney. Any contract awards is not binding on the GW-Farmers until after full execution of the contract documents by both parties.

C. INSURANCE REQUIREMENTS

Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may

arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

GW-Farmers in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Vendor / Contractor, his agents, representatives, employees, or subcontractors. Vendor / Contractor is free to purchase such additional insurance as may be determined necessary.

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

1. On insurance policies where GW-Farmers is named as an additional insured, GW-Farmers shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

Additional Insured:

Global Water Resources, Inc.
21410 N. 19th Avenue, Suite 220
Phoenix AZ 85027

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to Rey.Flores@gwresources.com AND legal@gwresources.com. The GW-Farmers project description shall be noted on the certificate of insurance. GW-Farmers reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the GW-Farmers.

Verification of Coverage: Contractor shall furnish GW-Farmers with certificates of insurance (ACORD form or equivalent approved by GW-Farmers) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by GW-Farmers before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect

for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- | | | |
|--|--------------|-----------------|
| • General Aggregate | \$ 2,000,000 | |
| • Products – Completed Operations Aggregate | \$ 2,000,000 | (if applicable) |
| • Personal and Advertising Injury | \$ 2,000,000 | (if applicable) |
| • Each Occurrence | \$ 2,000,000 | |
| • Fire Legal Liability (Damage to Rented Premises) | \$ 250,000 | (if applicable) |

The policy shall be endorsed to include the following additional insured language:

“GW-Farmers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor “.

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- | | |
|-------------------------------|--------------|
| • Combined Single Limit (CSL) | \$ 1,000,000 |
|-------------------------------|--------------|

The policy shall be endorsed to include the following additional insured language: “

GW-Farmers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor “.

Worker’s Compensation and Employer’s Liability:

- | | |
|-----------------------------|--------------|
| Workers’ Compensation | Statutory |
| Employer’s Liability | |
| • Each Accident - | \$ 1,000,000 |
| • Disease – each employee - | \$ 1,000,000 |
| • Disease – policy limit - | \$ 1,000,000 |

The policy shall contain a waiver of subrogation against the GW-Farmers for losses arising from work performed by or on behalf of the Vendor / Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor / Contractor shall provide GW-Farmers with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

IV. TERM OF CONTRACT

The contract resulting from this Request shall commence upon the date of contract execution by both parties and expire on February 03, 2025. If there is a change of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

V. TERMINATION OF CONTRACT

GW-Farmers reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the GW-Farmers.

VI. STANDARD INFORMATION

- A.** In case of default by the bidder, GW-Farmers may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the GW-Farmers. Prices paid by GW-Farmers shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of the delay justify such an extension in the opinion of GW-Farmers.
- B.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.
- C.** Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.
- D.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- E.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

- F.** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- G.** This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by GW-Farmers.
- H.** This Agreement shall be construed under the laws of the State of Arizona.
- I.** This Agreement represents the entire and integrated Agreement between the GW-Farmers and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both GW-Farmers and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- J.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- K. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless GW-Farmers, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify GW-Farmers, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

- L.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

M. Contractor Immigration Warranty (if applicable)

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”. Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to GW-Farmers that the Contractor and each of its subcontractors (“Subcontractors”) will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”).

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the GW-Farmers.

GW-Farmers retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist GW-Farmers in regard to any such inspections.

GW-Farmers may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor’s Immigration Warranty. The contractor agrees to assist GW-Farmers in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of

any structure, building or transportation facility or improvement to real property.

N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

O. Forced Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Supplier certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People’ s Republic of China
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’ s Republic of China; and
3. Any Contractor / Supplier subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’ s Republic of China.

If the Contractor / Supplier becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the GW-Farmers within five business days after becoming aware of the noncompliance. If the Contractor / Supplier does not provide GW-Farmers with a written certification that the Company has remedied the noncompliance within 180 days after notifying the GW-Farmers of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

P. Contracting with small and minority firms, women’s business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Q. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

R. System for Award Management. Service Providers must have an active registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information should be included in the service provider's Proposal. The clearance in the Service Provider's proposal must be re-verified prior to award. Federal awarding agencies may relax the timing of the requirement for active SAM registration at time of allocation in order to expeditiously issue funding. At the time of award, the requirements of 2 CFR § 200.206, Federal awarding agency review of risk posed by recipients, continue to apply.

S. Affirmative Action/Equal Opportunity. Global Water is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Appendix A - Form of Contract

ENGAGEMENT AGREEMENT

This Engagement Agreement (the “**Agreement**”) is made and executed as of the _____ day of _____, 202_ (“**Effective Date**”), by and between GLOBAL WATER—FARMERS WATER COMPANY, INC., an Arizona corporation (“**Utility**”) and _____, a _____ (“**Contractor**”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Utility and Contractor hereby agree as follows:

1. Engagement of Contractor. The Utility, subject to the terms and conditions of this Agreement, engages Contractor to provide certain services described in the *Contract, Scope of Work & Specifications* at Exhibit “A” attached hereto and incorporated herein by this reference and Contractor accepts such engagement. However, in the event of any inconsistency between Exhibit “A” and this Agreement, this Agreement will control.

2. Obligations of Contractor. Contractor shall perform the services (the “**Contracted Services**”) listed in Exhibit “A” for the compensation and within the time frame as set forth in Exhibit “A.” Contractor shall timely cooperate with the Utility to ensure services are adequately rendered. In addition, the parties acknowledge that to the extent the Utility wishes to order additional services from Contractor (the “**Additional Services**”) and only to the extent such Additional Services are available and mutually agreed to by Contractor, such Additional Services shall be evidenced by one or more amendments to this Agreement setting forth the applicable services, the cost thereof, and time frames for performance of such Additional Services (each such amendment to be referred to herein as an “**Additional Services Amendment**”). No Additional Services Amendment shall be binding unless in writing and executed by each of the parties. The Contracted Services and the Additional Services are referred to herein collectively as the “**Services**”. For the purposes of this paragraph, written approval of the Additional Services Amendment by the Utility means approval in writing signed by the Utility’s President or Vice-President.

3. Standards of Performance. Contractor shall perform the Services (a) in a workmanlike manner; (b) with the standards of care, skill and diligence generally exercised by professionals in the performance of services substantially similar to the Services; (c) in compliance with all applicable federal, state and local laws, statutes, executive orders, rules, regulations, ordinances and all professional standards, licenses and guidelines governing the performance of the Services; and (d) consistent with all applicable manufacturer’s instructions, specifications, or recommendations. Upon conclusion of the Services or termination of this Agreement, Contractor must ensure that the Utility is free from all liens related to the Service, including without limitation mechanic’s liens and materialman’s liens.

4. Safety. Contractor shall prevent against injury, loss, or damage to persons or property by complying fully with all laws, orders, citations, rules, standards, and statutes with respect to occupational safety and health, accident prevention, safety equipment and practices, conducting inspections to determine the safe working conditions and equipment exists and assumes sole

responsibility to take reasonable steps to protect: (a) its employees and other persons at the worksite; (b) materials, supplies, and equipment stored at the worksite for use in performance of the Services; and (c) the all property located at the worksite and adjacent to work areas, whether or not said property or structures are part of the Services.

5. Term. Contractor shall complete the Contracted Services starting no later than ____ days from the date of this Agreement. Further, the Contracted Services shall be completed no later than ____ days from the date Contractor begins onsite work. Additional Services shall be performed within the time frames set forth on the applicable Additional Services Amendment.

6. Compensation, Fees and Expenses. The Utility shall pay Contractor \$_____ (the **“Guaranteed Maximum Price” or “GMP”**), and in no event shall the amount due from the Utility for the Contracted Services exceed the GMP. If Additional Services are requested by the Utility and agreed to by Contractor, compensation for those Additional Services shall be provided for in the Additional Services Amendment. The GMP shall be paid as set forth in “Exhibit A” except: (a) payments due “at completion” will be due only after Contractor issues a Certificate of Completion; and (b) the final 10% will be due only after Final Acceptance of the Contracted Services by the Utility and within 30 days following the Utility’s receipt of releases and waivers of all liens, claims, security interests, and other encumbrances arising out of this Agreement or the Services. Upon full completion of the Contracted Services pursuant to this Agreement, Contractor shall request a final inspection. The Utility’s representative shall, within five (5) days after the request, examine Contractor’s completed Contracted Services and prepare a list of any items requiring finishing, correction, or changing to conform to the intent and conditions of this Agreement. Contractor shall then make such completions, corrections or changes as directed by the Utility. When all items on the list have been addressed to the satisfaction of the Utility, a “Final Acceptance” will be issued. Final Acceptance shall mean a written acceptance of the Contractor’s completion of Contracted Services by the Utility that shall not be unreasonably withheld. Final payment shall constitute a waiver of all claims by Contractor against the Utility relating to the Contractor's Contracted Services.

7. Representatives. The representative of the Utility shall be the Utility’s President or Vice President, and the representative of Contractor shall be _____. All decisions made by the representative of the Utility under this Agreement shall be [DATE] binding upon the Utility, and all decisions made by the representative of Contractor shall be binding upon Contractor.

8. Insurance. During the term of this Agreement, Contractor (and any and all third-party contractors and/or subcontractors engaged by Contractor) shall maintain the amounts and types of insurance set forth on Exhibit “B” to cover any claims against Contractor. Prior to the commencement of Services, Contractor shall provide the Utility a Certificates of Insurance in the form set forth as Exhibit “B”, which lists Global Water Resources, Inc. and the Utility as additional insureds. The Certificates of Insurance must state that the policy will not be canceled, nor will the coverage be reduced unless at least 30 days’ written notice is provided to the Utility that the policy will be canceled or the coverage will be reduced.

9. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the Utility, its directors, officers, partners, agents, employees, managers, trustees, and any successors or assigns of any of the foregoing (collectively, the **“Utility-Related Parties”**), for, from and against any and all claims, suits, actions, proceedings,

losses, liabilities or expenses (including without limitation attorneys' fees and all court costs and other expenses) arising out of or in connection with any negligent or intentional act or omission of Contractor (or any of its employees, agents, contractors, subcontractors, or anyone acting under its direction or control or on its behalf in connection with or incident to Contractor's performance or nonperformance of the Services or this Agreement) otherwise pertaining in any manner to the Services or this Agreement, specifically including any such claims, suits, actions, proceedings, losses, liabilities or expenses attributable to bodily injury, sickness, disease (including COVID-19 and any other communicable or infectious disease).

10. Warranties. Contractor shall install all product and material in conformance with manufacturer specifications and requirements to preserve all manufacturer warranties. Contractor is responsible for ensuring all warranties listed in Exhibit "A" apply.

11. Representations and Warranties. Contractor represents and warrants that Contractor: (a) holds all necessary licenses to perform the Services; (b) has or will obtain all necessary permits and approvals to perform the Services; (c) has the necessary skill and experience to perform the Services; (d) that it is a _____ duly existing under _____ law; and (e) that it has obtained all necessary corporate approvals to enter into this Agreement.

12. Cancellation. The Utility may terminate this Agreement at any time, with or without cause, by providing Contractor written notice of such termination. In the event the Utility terminates this Agreement, the Utility shall pay Contractor its actual costs incurred as of the date of termination for all materials, labor, and mobilization.

13. Default. In the event Contractor shall, in the opinion of the Utility, fail to perform any of Contractor's obligations as set forth in this Agreement, the Utility may send Contractor a written Notice of Default. The Notice of Default shall specify the Section(s) of this Agreement as to which Contractor is in default, and will further state that if Contractor fails to eliminate said default within forty-eight (48) hours of receipt the Utility may, at its sole option, declare Contractor in default of this Agreement. In the event that Contractor is in default of this Agreement but the Utility permits it to continue to perform thereunder, Contractor shall not thereby be relieved of the obligations arising out of said default nor shall such continued performance be construed as a waiver by the Utility of the default and the Utility may deduct from payments then or thereafter due Contractor the amount of all expenses and/or damages incurred by the Utility arising out of said default.

14. Remedies. In the event that Contractor fails to eliminate a default within the forty-eight (48) hour period referred to above, the Utility may take any of the following actions in addition to all other legal or equitable remedies available to the Utility: (a) the Utility may cause Contractor's Work to be completed or remedied by another contractor. Any expenses incurred by the Utility in excess of the amount to have been paid to Contractor for its performance under this Agreement shall be reimbursed to the Utility by Contractor within thirty (30) days after the receipt by Contractor of a statement from the Utility. Such expenses shall include, without limitation, cost of the work performed by the Utility, a reasonable sum for the Utility's overhead expense, attorneys' fees, expert witness fees, litigation costs, and court fees; (b) the Utility may take possession of all materials of Contractor remaining on the Utility's Common Areas. The Utility may use the same until any and all sums due and owing to the Utility pursuant to this Agreement shall have been received by the Utility; (c) the Utility may terminate the rights and privileges of Contractor under

this Agreement, except such rights as accrued prior to termination; (d) in any action to enforce this Agreement, the Utility will be entitled to its actual and consequential damages in addition to all remedies provided by law or equity.

15. Force Majeure. The parties agree that Contractor shall not be liable to the Utility for the failure to appear or perform by reason due to the regulations of public authorities, civic tumult, strike, epidemic, interruption or delay of transportation beyond the control of Contractor, or any other cause beyond the control of Contractor (collectively, “**Force Majeure Events**”).

16. Independent Contractor Status. This Agreement establishes between the Utility and Contractor an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. There is no intention to create by this Agreement an employer-employee relationship. Contractor shall have no claim against the Utility hereunder or otherwise for vacation pay, holiday pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

17. Governing Law. This Agreement shall be governed by the laws of the State of Arizona. The parties irrevocably agree that the courts of the State of Arizona in Maricopa County, Arizona shall have exclusive venue and jurisdiction over the parties with respect to any dispute between the parties related to this Agreement.

18. Attorneys’ Fees. If any action is brought by any party with respect to its rights under this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, expert witness fees, consultant fees and all other litigation and court costs, whether or not taxable by statute.

19. Captions. Any paragraph titles or captions contained in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

20. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or entity may in the context require.

21. Severability. If any provision of this Agreement shall be held invalid or unenforceable, it shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

22. Assignment. This Agreement shall not be assignable by Contractor, whether in whole or in part, without the prior written consent of the Utility. Subject to the preceding sentence, this Agreement shall be binding upon the successors and assigns of the Utility and Contractor.

23. Complete Agreement. This Agreement, together with the exhibits attached hereto, constitutes the complete and exclusive statement of the agreement between the parties concerning this matter. In the event there is a conflict between this Agreement and the exhibits, this Agreement shall govern. This Agreement supersedes all prior written and oral statements and no representation, statement, condition or warranty not contained in this Agreement shall be binding on the parties or have any force or effect whatsoever. No amendment to this Agreement shall be binding unless in writing and executed by each of the parties.

24. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Ethics. Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest; and (b) promptly disclose to the other Party any conflicts of interest which may arise. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, design professional, subcontractors, subsubcontractors, suppliers, or others, to secure preferential treatment.

26. ARPA Requirements. Certain requirements of the American Rescue Plan Act (ARPA) and related Federal requirements as set forth in Exhibit C are hereby included

27. Notices. Communications under or relating to this Agreement shall be sent to Utility at its current statutory agent of record on file with the Arizona Corporation Commission (available at <https://ecorp.azcc.gov/EntitySearch/Index>) or such other address or addresses as Utility may advise Contractor in writing, with a copy emailed to Jon.Corwin@gwresources.com and Legal@gwresources.com. Communications under or relating to this Agreement shall be sent to Contractor at:

[Signatures on following page(s).]

This Agreement is effective as of the Effective Date defined above.

GLOBAL WATER—FARMERS WATER COMPANY,
INC.
an Arizona corporation

By: _____

Print Name: _____

Its: _____

_____, a

By: _____

Print Name: _____

Its: _____

EXHIBIT A

Contracted Services

EXHIBIT B

Insurance Requirements

Commercial General Liability

Each Occurrence	\$2,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$2,000,000
Personal / Advertising Injury	\$2,000,000
Damage to Rented Premises	\$250,00
Medical Payments	\$5,000

Automotive

Any Auto	\$1,000,000
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Worker's Compensation

Per Statute	
Each Accident	\$1,000,000
Disease/Employee	\$1,000,000
Disease/Policy Limit	\$1,000,000

EXHIBIT C – Contract Provisions

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(5) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

	<p>which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipienting agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
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>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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, each contractor must be required to 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 one and a half 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 must 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.	2 CFR 200 APPENDIX II I	Contractor RFP/IFB Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

	See 2 CFR §200.323 - Procurement of Recovered Materials.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.322 - Domestic Preferences for Procurements.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	<p>An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p> <p>This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p>	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients

None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. 	2 CFR 200.321	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3- year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions and regulations.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

	<p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p>		
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients Vendors</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	42 U.S.C. 6201	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
	<p>The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.</p>	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
ARPA Terms, Conditions, & Records	<p>Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients

ARPA Terms, Conditions, & Records	Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	<p>Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

ARPA Terms, Conditions, & Records	<p>Compliance with Applicable Law and Regulations.</p> <ul style="list-style-type: none"> a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: <ul style="list-style-type: none"> i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 C.F.R. Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: <ul style="list-style-type: none"> i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; 	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients Vendors</p>
	<ul style="list-style-type: none"> iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto. 		
ARPA Terms, Conditions, & Records	Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients

ARPA Terms, Conditions, & Records	Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

	<p>law enforcement agency;</p> <p>vi. A court or grand jury; or</p> <p>vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.</p> <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>		
ARPA Terms, Conditions, & Records	Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

FORM A – SOLICITATION RESPONSE COVER SHEET



Meter Replacement Program

Please note all that apply:

- ☐ Original Forms A through F
- ☐ Addenda Number(s) Received (if any)

Business Name: _____

Business Address: _____

Business Phone: (_____) _____

Business Contact: _____

Contact Email: _____

Vendor Comments: _____

FORM B – PRICE SHEET



Meter Replacement Program

Description	Alternate Product	% off Catalog or MSRP
Neptune Meters		
5/8"		
3/4"		
1"		
1.5"		
2"		
3"		
4"		
6"		
8"		

Freight shall be included in all bid prices.

Individual one time charges	# of Units	price per unit	Total Price
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Form B - Price Sheet Continued

Monthly Service Charges (for hosting or any other monthly charges)	# of Units	price per unit	Total Price
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Signature of Company Official

Title

Company Name

Street Address

City/ State

Zip Code

FORM C – BID CERTIFICATION



Meter Replacement Program

Company Name: _____

The undersigned Bidder hereby certifies as follows:

C1 That he/she has read GW-Farmers' solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum

Issue Date

C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the GW-Farmers.

C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment: Attachment – Subcontractor's List

C4 That the Bidder's bid is valid for 90 days.

Dated this _____ day of _____ 2023.

Signature

Phone Number

Written Name

Email Address

FORM D – NON-COLLUSION CERTIFICATE



Meter Replacement Program

Company Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to GW-Farmers for consideration in the award of this solicitation.

Dated this _____ day of _____ 2023.

Signature

Phone Number

Written Name

Email Address

FORM E – CERTIFICATE OF OWNERSHIP



Meter Replacement Program

Company Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this _____ day of _____ 2023.

Signature

Phone Number

Written Name

Email Address

FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES



Meter Replacement Program

Company Name: _____

The undersigned Bidder hereby certifies as follows:

F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.

F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform the requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. The Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.

F3 References – GW-Farmers will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder’s ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to GW-Farmers. Bidder provides information for four cities or communities, other than GW-Farmers, that has in the past or is presently contract with Bidder meter supplier programs :

Reference #1

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Reference #2

Firm Name: _____
Address: _____

Contact Person: _____
Phone Number: _____

Reference #3

Firm Name: _____
Address: _____

Contact Person: _____
Phone Number: _____

Reference #4

Firm Name: _____
Address: _____

Contact Person: _____
Phone Number: _____

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including GW-Farmers. A Bidder with unsatisfactory references
may have its bid rejected.

F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment, and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against GW-Farmers because of erroneous estimates, statements, or interpretations made by GW-Farmers. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2023.

Signature

Phone Number

Written Name

Email Address

FORM G – SUBCONTRACTORS LIST

Meter Replacement Program

Subcontractor Information	Bid Item(s)	Subcontract Amount	% of Total Bid
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Total Subcontract Amount and Percentage of Bid	\$		%

**Use additional form(s) if needed*