



Request for Statement of Qualifications

For

Water Meter Replacement with an Automatic Meter Infrastructure (AMI) System, Purchase of water meters and AMI System.

MAYOR AND COUNCIL:

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Connie Cantelme, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
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CITY CLERK:

Sarah M. Siep

PUBLIC WORKS DEPUTY DIRECTOR:

Gwen Rowitsch

Request for Statement of Qualifications

Water Meter Replacement with an Automatic Meter Infrastructure (AMI) System, Purchase of water meters and AMI System.

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or vendors to provide Water Meter Replacement with an Automatic Meter Infrastructure (AMI) System, Purchase of water meters and AMI System. The purchase of meters and AMI items will be budgeted over a five-year period. Only one person or vendor capable of providing the requested will receive consideration. The City of Prescott will be conducting a meter replacement program with the installation of an AMI system. All meters will be replaced in-kind with the equivalent sized Badger Recordall Meters and Automated Meter Infrastructure High Resolution Encoder (HR-E) register along with an Endpoint that has the capability to communicate through the common cell phone system and communicate and integrate with the existing Munis billing software.

This project is being supported, in whole or in part, by federal award number 1505-0271 awarded to Water Infrastructure Finance Authority of Arizona by the US Department of Treasury. Water Conservation Grant Fund (WCFG) Award/Contract number WCG2023-00004.

NON-MANDATORY PRE-SUBMITTAL CONFERENCE: Wednesday, August 9, 2023, at 9:00am **Public Works Department 433 N Virginia Street, Prescott, AZ 86301**

BID OPENING: Thursday, August 24, 2023, at 2:00pm **City Council Chambers 201 N. Montezuma Street, 3rd Floor, Prescott, Arizona 86301.**

In accordance with local and State law, sealed RSOQs will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: July 23 and 30, 2023

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I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons or vendors (hereinafter “vendors”) to submit a written Statement of Qualifications (RSOQ) for Water Meter Replacement with an Automatic Meter Infrastructure (AMI) System, purchase of water meters and AMI System.

There will be only one contract awarded for the purchase of the meters and system. A contract shall be awarded on the basis of demonstrated competence and qualifications pursuant to A.R.S. § 34-604. The contract resulting from this request shall commence once fully executed until June 30, 2029. The value of the contract will be based on projected City needs and available budget. The purchase of meters and AMI items will be budgeted over a five-year period.

To be eligible for consideration, vendors must submit a single RSOQ demonstrating appropriate competence, qualifications, and relevant experience in the requested evaluation criteria. The City will apply a one-step process to select the successful vendor under this procurement. The one-step process will involve review and evaluation of the RSOQ to establish an awardee.

A. DESCRIPTION OF WORK

The City of Prescott, Arizona, solicits interest from qualified persons or vendors to provide Water Meter Replacement with an Automatic Meter Infrastructure (AMI) System, Purchase of water meters and AMI System. The purchase of meters and AMI items will be budgeted over a five-year period. Only one person or vendor capable of providing the requested will receive consideration. The City of Prescott will be conducting a meter replacement program with the installation of an AMI system. All meters will be replaced in-kind with the equivalent sized Badger Recordall Meters and Automated Meter Infrastructure HR-E register along with an Endpoint that has the capability of 2-way communications and integrate with the existing Munis billing software.

The purpose of this project is to increase the operational efficiency of the City water distribution system by implementing an AMI system that enables wireless communications between utility systems and the metering endpoints. Project implementation should include upgrades to the City’s water customers with a fully functional and scalable AMI water meter system. This system must include a customer interface that interacts with and draws information from the billing software allowing access by customers to the most up-to-date meter and usage information available via cell phone application and PC-based internet. The City currently has an estimated 28,000 meter connections and all must be replaced over a 5-year period. All equipment will be delivered at a rate of 550-600 meters and endpoints per month. This project has time restrictions, and all work must be completed by June 2029. Delivery of meters and endpoints must be consistent throughout the project timeline and the City strongly prefers to have a local and ready supply. Meter sizes will vary from 5/8”x 3/4” to 8”. When the project is complete, the City will operate a fully functional and scalable AMI system.

B. NON-MANDATORY PRE-SUBMITTAL CONFERENCE

Date: August 9, 2023

Time: 9:00am

Where: Public Works Department 433 N Virginia Street, Prescott, AZ 86301

There will be an Online “Teams” meeting available. You will need to pre-register on the City Website:

<https://www.prescott-az.gov/business-development/purchasing/bid-listings/open-bid-requests/>

Click on the (Pre-Register) link that will be under the Pre-Bid Meeting Information.

C. REQUESTS FOR INFORMATION

Vendors 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 City project representative at the following:

LaTona Jones
Contract and Purchasing Administrator
latona.jones@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Tuesday, August 15, 2023. Responses, or addenda as required, will be issued no later than 12:00pm (noon) on Monday, August 21, 2023. Receipt of addenda must be acknowledged on the required form in the vendor’s submission. It is the submitter’s sole responsibility to check the City’s website for periodic updates or addenda.

II. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Statement of Qualifications (RSOQ), as outlined in this document.

A. GENERAL REQUIREMENTS

Interested vendors are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet the project’s goals and objectives, and other criteria as listed. All information must be provided as requested for all vendors and their key personnel to be assigned to this project.

The RSOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing these items. And these items:
 - Location of the Vendor
 - Main contact for whom to call to negotiate and questions if they arise.
 - Contact for contract documentation and signatures.
 - Provide the SAM.gov Unique Entity ID number (UEI) as required by our grant funding.

- Full description and details of the AMI (Automatic Meter Infrastructure). Explain if they will integrate with the current Badger Meters that the City utilizes. Description of specific technical capabilities, and qualifications.
- Endpoint Requirements: Description of specific technical capabilities, and qualifications.
- Head End System Requirements: Description of specific technical capabilities, and qualifications.
- Consumer Portal Requirements: Description of specific technical capabilities, and qualifications.
- Training Requirements: Explain how the training will be conducted, how many sessions are included and for how many employees.
- Description of at least five (5) but no more than eight (8) similar projects in which the vendor participated with this system. Describe the vendor's role in the project and scope of work that demonstrates the vendor's expertise. Provide the name and contact information for each project.
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by vendors or individuals.

The City 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 one or more of the multiple contracts as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

B. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Vendors shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Vendors 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.

Vendors should be aware that the City is required by law to make its records available for public inspection. All vendors, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the vendors in the event that the City must legally disclose these materials.

C. SUBMITTAL REQUIREMENTS

Statements shall be submitted as one original (not stapled or bound) along with a flash drive with same submittal and must conform to this request.

The RSOQ shall be limited to no more than seventy-five (75) pages. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 11. Combinations of text and graphic material may be used at the vendor's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed which may include graphs, charts, or photos. Front and back covers, table of contents, and tabbed divider pages will not be counted if they do not contain submittal information.

The cover letter shall not exceed five (5) pages and is exclusive of the page count limitation for the RSOQ. The cover letter shall clearly identify the name, address, email address of contact for questions and contract documentation. The vendor to provide the SAM.gov Unique Entity ID number (UEI) as required by our grant funding. The letter shall be signed by an officer or principal of the vendor with contracting authority.

Within the submittal package (preferably on the RSOQ cover or within the cover letter), provide all contact information including the vendor's name, address(es), email address(es), website address, phone, and name(s) of principals. This information will be utilized for all correspondence related to this request. Notification assignment of contract will be delivered to the contact information as provided in the RSOQ.

Include in a separate sealed envelope: Forms A-F. If these items are not in a separate sealed envelope. The vendor may be disqualified. These forms will only be used once a vendor has been chosen for contract. **The outside of this sealed envelope should be clearly marked as with vendor name and Forms A-F (Do not open until vendor has been fully qualified.)**

D. DELIVERY OF SUBMITTALS

Sealed RSOQs will be received **before 2:00pm on Thursday, August 24, 2023**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened in the City Clerk's Conference Room.

Any submittals received at or after 2:00pm on the above-stated date will be returned unopened. Vendors are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The city will not accept delivery of the bid at any other city locations. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00pm deadline.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

Statement of Qualifications:

**Water Meter Replacement with an Automatic Meter Infrastructure (AMI) System,
purchase of water meters and AMI System
Due before 2:00pm on Thursday August 24, 2023.**

E. MINIMUM QUALIFICATIONS

Vendors shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the products they are recommending. Selected vendors will be required to execute and meet the terms of the City's standard General Services Contract, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

The RSOQ shall clearly and accurately display the capability, knowledge, and experience of the vendor to meet the requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the vendor's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The RSOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

A. GENERAL INFORMATION

5 points possible

- Brief overview of the vendor and legal organization of the company.
- Applicable licenses held.
- Submission requirements met.
- SAM.gov Unique Entity ID number (UEI) as required by grant funding.
- Description of at least five (5) but no more than eight (8) similar projects in which the vendor participated for each applied service category. Describe the vendor's role in the project and scope of work that demonstrates the vendor's expertise. Provide the name and contact information for each project.

B. AMI INFORMATION AND REQUIREMENTS

30 points possible

- State how the solution is widely used and approximately how many customers currently utilize the system.
- Explain if the AMI solution has customers that service a population over 100,000.
- Explain if the AMI solution can have over 1 million endpoints deployed and active.
- Explain if the AMI provides a cellular network as part of the base proposal without additional fees.
- Explain if the AMI includes a free or paid customer engagement web portal and smartphone application.
- Explain if the AMI provides top of the hour time-synchronized readings across the entire system with at least an update every 15 minutes.
- Explain if the endpoints, meters, head end system, and consumer portal manufactured and developed by the same company, if they are not, explain if there are cost differences for each item.
- Explain if the AMI will require any additional data collectors, repeaters, poles, or radio towers to achieve full coverage of the utility service area. If required explain life cycle, operations, and maintenance with labor hours needed.
- Explain if the AMI network requires any leasing from a third party for infrastructure locations or anything else to achieve the full coverage of the utility service area.

C. ENDPOINT INFORMATION AND REQUIREMENTS

20 points possible

- Describe if the Endpoint provides a minimum of 128-bit encryption two-way communication with all authorized systems and devices.
- Describe the Endpoint compatibly with flow restriction valves.

- Describe the endpoint collection process and if it collects at the top of the hour and synchronized with 15-minute reads from the meter/coder.
- Describe if the Endpoint has two-way communication.
- Describe if the Endpoint can be installed via pit or remote.
- Describe if the Endpoint can be inline connected as a standard way of connection.
- Describe the Endpoint collection storage, service life and battery life.
 - Does it store at a minimum of 40 days with 15-minute interval data.
 - Can the data be available on the meter encoder and maintain at least a 20-year product life.
- Describe the network firmware updates.
 - Are they able to be done remotely, with an infrared or local updates.
- Describe the temperatures the Endpoint can withstand storage and operating.
 - City prefers between -4 degrees to 140 degrees Fahrenheit.
- Explain the environments that the Endpoints can withstand, include flooding or submerged pit application.
- Describe the Warranty of the Endpoints and if it is included or additional costs.

D. HEAD END SYSTEM INFORMATION AND REQUIREMENTS

20 points possible

- Describe how the Head End System is maintained by the manufacture.
- Describe the capabilities of the Head End System.
 - Will it analyze water loss from District Metering Areas?
- Describe if the system can create ad-hoc user-created account groups and filters on a per user basis.
- Describe if the system can identify unauthorized usage on marketed accounts.
- Describe if the system can configure high or low usage parameters and identify accounts in violation.
- Describe if the system will be able to detect probable leaks and/or continuous usage.
- Explain if the system will be able to identify meters with no use for a period of over 30 days.
- Explain if the system is able to automatically synchronize between head end and utility billing system (MUNIS / Tyler Technologies)
- Explain if the system will allow notes on accounts in the system.
- Explain if the database will run on an open-source database with no license requirements.
- Explain if the system data fully accessible via a documented application programming interface (API).
- Explain if the system will be able to define a report without exporting to a third-party report writer.
- Explain if the system will have a per user customizable dashboard.
- Explain how many users the system can support at one time.
- Explain the support system that be available and if there is an online help portal for all features.
- Explain if the system will have a third-party licensing.
- Explain if the software enhancements, upgrades, updates, and patches are included in the pricing structure of if it will an annual cost for these items.
- Explain the display of the system and if it integrates local temperature and precipitation.

E. CONSUMER PORTAL INFORMATION AND REQUIREMENTS

10 points possible

- Explain if the consumer portal is owned and developed by the AMI manufacture.
- Explain if the tools will include web portal accessible through a standard internet browser.
- Explain if the tools will include iOS and Android Smart phone Applications.
- Explain if the tools will allow the consumer to set up a leak notification through the portal or smartphone application and let the consumer be notified via email, text, or phone notifications.
- Explain if the utility customer service representatives will be able to see the same view as the consumer or if the views will be completely different.
- Explain if the consumer portal will be able to display precipitation and temperature graphs.
- Explain the SaaS Solution for the portal.
- Explain if the customer will be able to export consumption data in Comma Separated Value (CSV) format.

F. TRAINING INFORMATION AND REQUIREMENTS

5 points possible

- Describe who will be training. Example the Manufacture certified trainers.
- Describe if there will be a web-based training for future head end system updates and upgrades and if there will be any costs that may be associated with the training.
- Describe if training materials for end users will be available online or in electronic form.
- Describe if training can be scheduled with a trainer after the system is running and months or years down the road.
- Describe if third party installation companies can receive training.

G. PLEASE INCLUDED IN A SEPARATE SEALED ENVELOPE:

5 points possible

If these items are not in a separate sealed envelope. The vendor may be disqualified.

The outside of this sealed envelope should be clearly marked as:

Vendor name and Forms A-F

These forms will only be open once a vendor has been chosen for contract.

- Form A – Solicitation Response Cover Sheet
Vendor shall complete, sign, and submit Form A as the first page of the bid package.
- Form B – Price sheet
Vendor shall certify that its bid will be valid for 120 days after submission. Vendor may be asked to extend this certification. Vendor shall complete, sign, and submit.
- Form C – Bid Certification
Vendor shall complete, sign, and submit Form C.
- Form D – Non-Collusion Certificate
Vendor shall complete, sign, and submit Form D.
- Form E – Certificate of Ownership
Vendor shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, vendors, corporations, partnerships, or other associations having any direct or indirect financial interest in the Vendor's business and the nature and extent of each such interest.

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

H. OVERALL EVALUATION

5 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the RSOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.

- Overall quality of the RSOQ evidencing interest in providing services.
- Overall evaluation of the vendor and its perceived ability to provide the required services.

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the RSOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an RSOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each vendor's qualifications and relevant experience, as indicated in its RSOQ. A Review Committee appointed by the City for this procurement will individually evaluate the RSOQs according to the criteria and weighting as indicated. Following evaluation of the RSOQs, the highest ranked vendor will be determined. If approved, the contract may be in place until June 30, 2029.

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the RSOQs, the committee shall rank the vendors to generate a final vendor. The City will then notify each of the candidate vendors of the final rankings.

The contract in place once fully executed until June 30, 2029, and may be mutually extended via an amendment if needed. The City will determine the value of the contract based on projected City needs and available budget.

Selected vendor will be required to execute and meet the terms of the City's standard General Services contract, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract.

C. TERM OF CONTRACT

The contract resulting from this request shall commence once fully executed until June 30, 2029. The contract may be extended with the mutual consent of the City of Prescott and the Vendor. Notice of intent to renew shall be made at least one (1) month prior to normal contract expiration. If renewal results in changes 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.

D. TERMINATION OF CONTRACT

The City 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 City.

E. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

Any protest to the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful vendors. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

G. This Agreement shall be construed under the laws of the State of Arizona.

- H.** This Agreement represents the entire and integrated Agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Vendor. 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.
- I.** 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.
- J.** Indemnification: To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold harmless the City, 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 Vendor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Vendor's duty to defend, hold harmless and indemnify the City, 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 Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor may be legally liable.
- K.** 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.
- L.** Contractor/Vendor Immigration Warranty
Contractor/Vendor 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 the City that the Contractor/Vendor 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/Vendor to penalties up to and including termination of this Contract at the sole discretion of the City.

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

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor/Vendor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor/Vendor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor/Vendor 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/Vendor 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/Vendor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

M. 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.

N. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Vendor certifies that the vendor 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 Vendor, 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 Vendor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Vendor shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Vendor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott 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.

O. Contracting with small and minority vendors, women's business enterprise and labor surplus area vendors:

1. The Company will take all necessary affirmative steps to assure that minority vendors, women's business enterprises, and labor surplus area vendors 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.



General Services Contract

Water Meter Replacement with an Automatic Meter Infrastructure (AMI) System, Purchase of water meters and AMI System

Contract Number: 2024-***

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Vendor City), County of ** (Vendor County), State of ** (Vendor State), hereinafter designated “Vendor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Vendor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Vendor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Water Meter Replacement with an Automatic Meter Infrastructure (AMI) System, Purchase of water meters and AMI System. in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Vendors for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved), Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TIME OF COMPLETION: The contract resulting from this request shall commence on once fully executed until June 30, 2029. The contract may be extended with the mutual consent of the City of Prescott and the Vendor. Notice of intent to renew shall be made at least one (1) month prior to normal contract expiration. If renewal results in changes 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.

ARTICLE IV – COMPENSATION: Vendor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of ** (Written amount) dollars and no cents (** \$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Vendor, after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Vendor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT VENDOR STATUS: It is expressly agreed and understood by and between the parties that the Vendor is being retained by the City as an independent vendor, and as such the Vendor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent vendor, the Vendor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent vendor, the Vendor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's

compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Vendor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Vendor and shall apply to those moneys to the appropriate account. Vendor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X – OTHER WORK IN PROJECT AREA: The City of Prescott, any other vendors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Vendor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Vendor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced vendor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the vendor, its agents, employees, or any of the vendor's subcontractors. In the event that the vendor encounters delay or disruption in the project schedule due to factors not wholly the fault of the vendor or within the vendor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Vendor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Vendor give a written assurance of intent to perform. Failure by the Vendor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XII – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Vendor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Vendor under the Contract shall become the property of and be delivered to the City upon demand. The Vendor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XI – MISCELLANEOUS

- A. 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 Vendor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

- B. 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 Vendor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Deputy Director
City of Prescott
433 N Virginia Street
Prescott, AZ 86301

**
**
**
**

- E. This Agreement is non-assignable by the Vendor unless by subcontract, as approved in advance by the City.
- F. All invoices shall be emailed to fandboperations@prescott-az.gov.
- G. This Agreement shall be construed under the laws of the State of Arizona.
- H. This Agreement represents the entire and integrated Agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Vendor. 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.
- I. 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.
- J. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold harmless the City, 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 Vendor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Vendor's duty to defend, hold harmless and indemnify the City, 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 Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor may be legally liable.

- K. 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.
- L. **INSURANCE:** Vendor 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, 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.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees, or subcontractors. Vendor 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 the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Vendor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Vendor'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 coi@prescott-az.gov AND fandboperations@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. The City 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) day 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 City of Prescott Risk Management Division.

Verification of Coverage: Vendor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) 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 the City 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 - Vendor 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 | \$ 1,000,000 | (if applicable) |
| • Personal and Advertising Injury | \$ 1,000,000 | (if applicable) |
| • Each Occurrence | \$ 1,000,000 | |
| • Fire Legal Liability (Damage to Rented Premises) | \$ 100,000 | (if applicable) |

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

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Vendor ".

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:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor ".

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

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor.

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 shall provide City 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.

M. Contractor Immigration Warranty

Contractor / Vendor 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 / Vendor 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 / Vendor hereby warrants to the City that the Contractor / Vendor 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 / Vendor to penalties up to and including termination of this Contract at the sole discretion of the City.

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

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

Neither the Contractor / Vendor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor / Vendor 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 / Vendor 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 / Vendor 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. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Vendor certifies that the vendor 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 Vendor, 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 Vendor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Vendor shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Vendor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott 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 vendors, women's business enterprise and labor surplus area vendors:

1. The Company will take all necessary affirmative steps to assure that minority vendors, women's business enterprises, and labor surplus area vendors 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. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

Dated this _____ day of _____ 2023.

ATTEST:

City of Prescott, a municipal corporation

**Vendor

Philip R. Goode, Mayor

By: _____

Title: _____

Email: _____

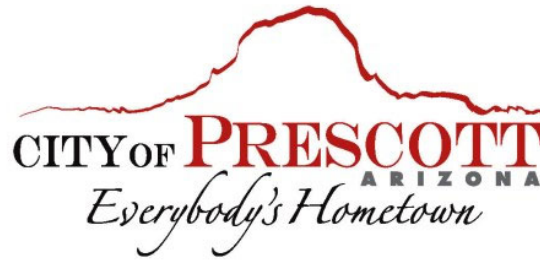
Attest:

Approved as to Form:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

Form A – Solicitation Response Cover Sheet



Solicitation Response

Water Meter Replacement with an Automatic Meter Infrastructure (AMI) System, Purchase of water meters and AMI System

Please note all that apply:

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

Business Name: _____

Business Address: _____

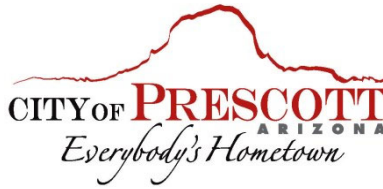
Business Phone: (____) _____

Business Contact: _____

Contact Email: _____

Vendor Comments: _____

Form B - Price Sheet



Water Meter Replacement with an Automatic Meter Infrastructure (AMI) System, Purchase of water meters and AMI System

[illegible]

Freight shall be included in all bid prices.

Individual one time charges	# of Units	price per unit	Total Price
Advanced Meter Analytics (AMA)			\$
Integration of Endpoints			\$
IR Communication Device Kit			\$
Training in person and online			\$
			\$
			\$
			\$
			\$

Form B - Price Sheet Continued

Water Meter Replacement with an Automatic Meter Infrastructure (AMI) System, Purchase of water meters and AMI System

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

Signature of Company Official

Date Signed

Title

Email Address

Company Name

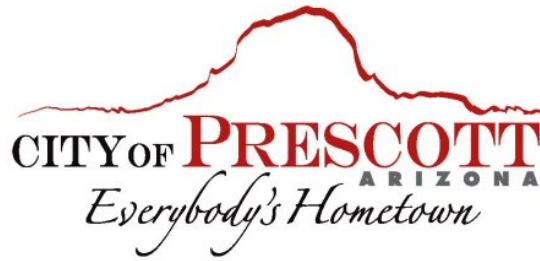
Phone Number

Street Address

City/ State

Zip Code

FORM C – BID CERTIFICATION



**Water Meter Replacement with an Automatic Meter Infrastructure (AMI)
System, Purchase of water meters and AMI System**

Company Name: _____

The undersigned Vendor hereby certifies as follows:

C1 That he/she has read The City of Prescott's 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 City.

C3 That the Vendor'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 – Vendor Qualifications, Representations and Warranties.

C4 That the Vendor's bid is valid for 120 days.

Dated this ____ day of _____ 20__.

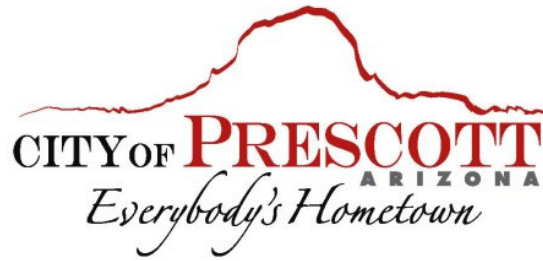
Signature

Phone Number

Written Name

Email Address

FORM D – NON-COLLUSION CERTIFICATE



**Water Meter Replacement with an Automatic Meter Infrastructure (AMI)
System, Purchase of water meters and AMI System**

Company Name: _____

The undersigned Vendor hereby certifies as follows:

To the best of his/her knowledge, the person, vendor, 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 The City of Prescott for consideration in the award of this solicitation.

Dated this ____ day of _____ 20__.

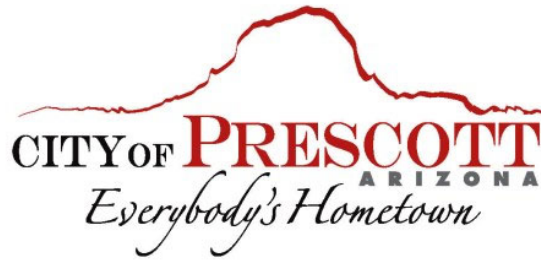
Signature

Phone Number

Written Name

Email Address

FORM E – CERTIFICATE OF OWNERSHIP



**Water Meter Replacement with an Automatic Meter Infrastructure (AMI)
System, Purchase of water meters and AMI System**

Company Name: _____

The undersigned Vendor hereby certifies as follows:

To the best of his/her knowledge, the person, vendor, association, partnership, or corporation herein, are the only person, vendors, corporations, partnerships, or other associations having any direct or indirect financial interest in the Vendor'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 _____ 20____.

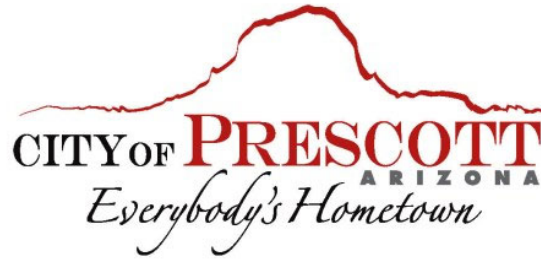
Signature

Phone Number

Written Name

Email Address

FORM F – VENDOR QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES



**Water Meter Replacement with an Automatic Meter Infrastructure (AMI)
System, Purchase of water meters and AMI System**

Company Name: _____

The undersigned Vendor hereby certifies as follows:

- F1 Taxes and Liens - Vendor has no unsatisfied tax or judgment lien on record.
- F2 Vendor's Examination - Vendor 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. Vendor 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. Vendor acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Vendor 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 _____ 20____.

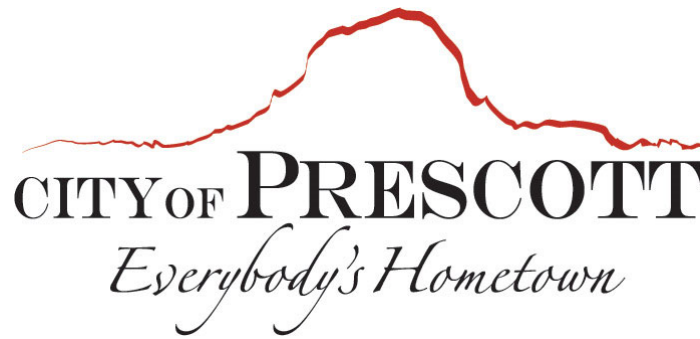
Signature

Phone Number

Written Name

Email Address

GRANT COMPLIANCE REQUIREMENTS



The Vendor and its Subcontractor shall comply with the following grant provisions, if applicable.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

Debarment and Suspension

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.

Buy American

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - 1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - 2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- a. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii. 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.
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with 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."

Clean Air Act

Compliance with the 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).

Byrd Anti-Lobbying Amendment

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.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

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.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

US DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds

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.

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.

2. 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, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

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.

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.

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.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** Recipient may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.
8. **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. § 200.112.3 Compliance with Applicable Law and Regulations.
9. **Compliance with Applicable Law and Regulations.**
 - 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:
 - 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 (No 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.
 - 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:
- 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;
 - 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.

10. 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.

11. 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.

12. 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.

13. 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.”

14. 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.

15. 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.

16. 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 law enforcement agency;

- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- 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.

17. 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.

18. 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.

19. Applicable Standards & Requirements

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurement's employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.