

REQUEST FOR PROPOSAL

Project Title: Clay Springs DWID Remote Monitoring

Procurement Schedule

Table 1: Procurement Schedule

| Schedule of Events | Date/Time |
|-------------------------------------|--------------|
| Solicitation Release | Apr 2, 2024 |
| Deadline for Questions | Apr 23, 2024 |
| Response Deadline | Apr 30, 2024 |
| Selection of Successful Proposal(s) | May 3, 2024 |
| Contract Execution | May 17, 2024 |

The Clay Springs DWID reserves the right to modify this. Changes will be posted on the Clay Springs DWID website or as otherwise stated.

Procurement Contact Information

Procurement Contact: Blake Anderson
Title: Operator of Record
Phone: (928) 940-0042
Email: blake@mogollonwater.com

Table 2: Delivery Address

It is important to use the correct address for the delivery method you chose.

| Email Address: | US Post Office - Mailing Address |
|--|----------------------------------|
| blake@mogollonwater.com | PO Box 81 Pinetop, AZ 85935 |

Unless authorized by the Procurement Contact, no other CSDWID official or employee may speak for the District regarding this solicitation until award is complete. Any Proposer contacting other CSDWID officials does so at Proposer's own risk. CSDWID is not bound by such information.

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Request for Proposals (RFP): Remote Monitoring (SCADA) System Vendor

1. Introduction

Clay Springs Domestic Water Improvement District (CSDWID) is seeking proposals from qualified vendors to supply remote monitoring systems to communicate and log data from well, tank, and booster sites.

2. Project Goals and Deliverables

The primary objectives of this project include:

- I. Remote monitoring system at 3 sites including the following possible list inputs:
 - A. Site 1 Inputs
 1. Volts
 2. Amps
 3. Starts
 4. Running Hours
 5. Flow rate
 6. Production
 7. Chlorine Pump on/off
 8. Chlorine Alarm
 9. Well pump on/off
 10. Electrical Fault Alarms
 11. PSI
 12. Yaskawa VFD Readings
 - B. Site 2 Inputs
 1. Volts
 2. Amps
 3. Starts
 4. Running Hours
 5. Flow rate
 6. Production
 7. Chlorine Pump on/off
 8. Chlorine Alarm
 9. Well pump on/off
 10. Electrical Fault Alarms
 11. PSI 1
 12. PSI 2
 - C. Site 3 Inputs
 1. Volts Well
 2. Amps Well
 3. Starts Well
 4. Running Hours Well
 5. Flow rate
 6. Production

7. Chlorine Pump on/off
 8. Chlorine Alarm
 9. Well pump on/off
 10. Electrical Fault Alarms
 11. Water Storage Tank Level
 12. PSI
- II. System staff ability to remotely view status and historical data from water production wells, water storage tanks, and booster pump sites.
 - III. System staff ability to be alarmed of failures or changes in system conditions

3. Vendor Qualifications and Submission Requirements

Proposals should demonstrate the vendor's experience with drone mapping and survey projects, particularly in rural or similar settings. Submissions must include:

- a. Detailed project methodology and technology to be used.
- b. Timeline, proposed scope of work, and project milestones.
- c. Cost estimate and budget breakdown to include hourly rates for additional items beyond scope of proposal.
- d. Proof of experience with similar projects.
- e. References from previous clients.
- f. Completed Certification of Non-Disbarment
- g. Proof of Sam.gov Registration
- h. Litigation Disclosure
- i. Conflict of Interest Disclosure

4. Technical Specifications

The project requires:

- a. **System Compatibility:** Hardware must be compatible with existing water production wells, storage tanks, and booster pump sites.
- b. **Communication Requirements:** Seeking system communications based on local cellular networks
- c. **Input/Output Capabilities:** Requesting minimum 16 inputs with preference for capacity to add additional input in future as needed.
- d. **Data Logging and Storage:** Systems must provide minimum 30-minute data logging and provide option of user data download onto user owned storage device.
- e. **Remote Access and User Interface:** Vendors should supply mobile applications or remote access to web-based interfaces. System staff should be able to access user controls, any specific system historical data, and be able to graph and chart data. Preference for turnkey UI with customizable options.
- f. **Alarm and Notification System:** System needs to have an alarm function for the following: Power loss, low pressure, high pressure, low tank level, high tank level. Preference for alarm capabilities that include chlorine pump failures, amp imbalances, voltage irregularities, low ambient temperature. Notification methods should be cellular SMS or phone calls to

system staff. Staff should have the ability to configure thresholds and alarm conditions.

- g. **Power Supply and Backup:** System should have battery backup to retain ability to notify staff of outages. Ideal backup power supply of 4 hours or more. Minimum 1 hour.
- h. **Environmental and Physical Requirements:** System and components should be able to withstand adverse mountainous weather conditions.
- i. **Installation and Maintenance:** Proposals should identify the installation process, including any on-site training for staff, as well as maintenance and support services expected from the vendor post-installation.
- j. **Compliance and Standards:** Proposals must identify compliance with industry standards or regulatory requirements, such as FCC for wireless communication or any (AWWA) water industry-specific standards.
- k. **Warranty and Support:** Proposals should identify the warranty period for the hardware and software, including the expected turnaround time for support requests and any SLAs (Service Level Agreements) for system uptime.

5. Submission Deadline and Process

All proposals must be submitted to CSDWID no later than *April 30, 2024*. Submissions can be made electronically to *blake@mogollonwater.com* or mailed to *PO Box 81 Pinetop, AZ 85935*. For any inquiries regarding this RFP, please contact Blake Anderson (928) 940-0042.

6. Contract Award and Term

CSDWID anticipates that the initial duration of any contract resulting from this solicitation shall be for a period of *6 months*. CSDWID, at its sole option, may extend any contract awarded pursuant to this solicitation for up to *1* additional year.

Following the base term and any allowable extensions, CSDWID may extend any resulting Contract for the purpose of completing a new procurement, and/or to transition to a new vendor if necessary to avoid interruption in Entity services.

7. Contract Amount

As a result of this RFP, CSDWID reserves the right to award one Firm Fixed Price Contract **not to exceed \$27,000**. However, notwithstanding the preceding, CSDWID reserves the right to increase this amount if additional funding becomes available during the term of the Contract, or if additional items are requested beyond the scope of work, including any extensions

8. Non-Debarment Self Certification Form and SAM.gov registration

Offeror(s) must be not debarred at the time of submission and complete the attached 'Non-Debarment Self Certification' Form (Exhibit B). Prior to award, the offeror must provide proof of registration, active/good standing, and non-debarment status in the System for Award Management. SAM.gov will be checked prior to award of the contract. If an offeror is not registered with SAM.gov, or the offeror is debarred, then the offeror's proposal will not be evaluated.

9. Litigation and Contract History

Respondents must include in its solicitation response a complete disclosure of any alleged or significant contractual failures. In addition, respondents must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves respondent or in which respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify respondents. Solicitation response may be rejected based upon respondent's prior history with the State of Arizona or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

10. Conflicts

Respondents must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFP and any resulting contract. Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained. The Entity will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a solicitation response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

11. No Guarantee of Volume, Usage or Compensation

CSDWID makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is contingent upon CSDWID's award of Water Conservation Grant Funding from the Water Infrastructure Finance Authority of Arizona and the continuing availability of funds.

12. Governmental Entities

The selected respondent shall be bound to specific terms and conditions found in Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards and Title 10, General Government; Subtitle F, State and Local Contracts and Funds Management; Chapter 2252.

13. Other Applicable Conditions

In all contracts, recipients, vendors, contractors, and other applicable sources must specifically refer to the project or provide detailed information regarding the purchase or work being funded. In addition to other Federal and State provisions required, all contracts must address, if applicable, any contract provisions provided in Exhibit A. This RFP and subsequent contract will be subject to same ARPA Terms and Conditions the Recipient must comply with and the award bidder 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.

Debarment and Suspension (Executive orders 12549 and 12689) – A contract award must not be made to parties listed on the government wide exclusions list in the System for Award Management (SAM).

For contracts greater than \$10,000, provisions for termination by the jurisdiction, including the manner by which termination shall be affected and the basis for settlement.

Access to Records (formerly 24 CFR 85.36 (i)(10))

Retainage of Records (formerly 24 CFR 85.36(i)(11))

For contracts greater than \$50,000, provisions for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

14. Changes, Amendment or Modification to Solicitation

The Entity reserves the right to change, amend or modify any provision of this solicitation, or to withdraw this solicitation, at any time prior to award, if it is in the best interest of the Entity and make public any changes, amendment, or modification. It is the responsibility of the respondent to periodically check CSDWID website to ensure full compliance with the requirements of this solicitation.

15. Informalities

The Entity reserves the right to waive minor informalities in a solicitation response if it is in the best interest of the Entity. A "minor informality" is an omission or error that, in the Entity's determination if waived or modified when evaluating solicitation responses, would not give a respondent an unfair advantage over other respondents or result in a material change in the solicitation response or solicitation requirements.

16. Clarifications

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the solicitation in the manner and by the deadline for submitting questions. If a respondent fails to properly and timely notify the Point of Contact of such issues, the respondent submits its solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the solicitation and any resulting Contract, (2) shall not contest the interpretation by any Entity of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

17. Responses

Responses to questions or other written requests for clarification may be posted on the Entity website. The Entity reserves the right to amend answers prior to the deadline of solicitation responses. Amended answers may be posted on the Entity website. It is the respondent's responsibility to check the Entity website or contact the Point of Contact for updated responses. The Entity also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions

they choose to answer in any manner at the Entity's sole discretion.

18. Solicitation Response Submission and Delivery

Solicitation responses must be received at the address indicated below and be time-stamped or otherwise acknowledged by the Entity no later than the date and time specified in the Schedule of Events.

The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

19. Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, a respondent may: (1) withdraw its solicitation response by submitting a written request to the Point of Contact identified above; or (2) modify its solicitation response by submitting a written amendment to the Point of Contact identified above. The Entity may request solicitation response Modifications at any time.

20. Evaluation Criteria & Rating Sheet

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a respondent that negotiates a fair and reasonable price. Rating Sheet found in Exhibit C.

21. Other Information

The Entity may contact references provided in response to this Solicitation, contact respondent's clients, or solicit information from any available source.

22. Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Solicitation responses that do not meet the minimum qualifications above and/or do not include all required information may be subject to rejection without further evaluation.

23. Additional Evaluation Criteria

Clay Springs DWID reserves the right to select any and all proposals that best suit the stated needs of the district.

24. Competitive Range and Best and Final Offer

The Entity may determine that certain solicitation responses are within the competitive range and may use this range to award multiple Contracts. If the Entity elects to limit award consideration to a competitive range, the competitive range will consist of the solicitation responses that receive the highest or most satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. The

Entity, in the interest of administrative efficiency, may place reasonable limits on the number of solicitation responses that will be included in the competitive range.

EXHIBIT A: ARPA Terms and Conditions

Clay Springs Domestic Water Improvement District (CSDWID)

A. Breach. Any breach of the Contract by Contractor shall be governed by the termination and remedies provisions of the Contract. Additionally, in the event that CSDWID incurs damages as a result of Contractor's breach, CSDWID may pursue recovery of such damages from Contractor. CSDWID further retains the right to seek specific performance of the Contract at any time as authorized by law. CSDWID further retains the right to otherwise pursue any remedies available to CSDWID as a result of the Contractor's breach, including but not limited to administrative, Contractual, or legal remedies, as well as any applicable sanctions and penalties.

Remedies for Non-Performance. If Contractor fails to perform any of its obligations under this Contract, CSDWID may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:

1. **Suspend Performance:** CSDWID may require the Contractor to suspend performance of all or any portion of the Work pending necessary corrective action specified by CSDWID and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the CSDWID.

2. **Withhold Payment Pending Corrections:** CSDWID may permit Contractor to correct any rejected Work at CSDWID's discretion. Upon CSDWID's request, Contractor must correct rejected Work at Contractor's sole expense within the time frame established by CSDWID. Upon completion of the corrections satisfactory to CSDWID, CSDWID will remit payment to the Contractor.

3. **Deny Payment:** CSDWID may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by CSDWID in its sole discretion. Upon CSDWID request, Contractor will promptly refund any amounts prepaid by CSDWID with respect to such non-compliant Work.

4. **Removal:** Upon CSDWID's request, Contractor will remove any of its employees or agents from performance of the Work, if CSDWID, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

B. Termination.

Termination for Convenience. CSDWID may terminate this Contract, in whole or in part,

for any reason, upon five (5) days written notice to the Contractor. In such an event, CSDWID shall pay the Contractor its costs, including reasonable Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CSDWID to be paid to the Contractor. If the Contractor has any property in its possession belonging to CSDWID, the Contractor will account for the same, and dispose of it in a manner CSDWID directs.

Termination for Breach. Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of the Contract.

C. *[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]*

1. Equal Employment Opportunity. Contractor agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), 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." Contractor further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any Contract or Contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (Contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(i) [Reserved]

(c) *Subcontracts*. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) *Inclusion of the equal opportunity clause by reference*. The equal opportunity clause may be included by reference in all Government Contracts and subcontracts, including Government bills of lading, transportation requests, Contracts for deposit of Government funds, and Contracts for issuing and paying U.S. savings bonds and notes, and such other Contracts and subcontracts as the Director of OFCCP may designate.

(e) *Incorporation by operation of the order*. By operation of the order, the equal opportunity clause shall be considered to be a part of every Contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such Contracts and whether or not the Contract between the agency and the Contractor is written.

(f) *Adaptation of language*. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to properly identify the parties and their undertakings.

2. Rights to Inventions Made Under a Contract or Contract. For Contracts entered into by the Contractor or CSDWID 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 parties 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 Contracts,” and any implementing regulations issued by the awarding agency.

D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended.

1. All parties 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). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
2. The Contractor agrees to report each violation to CSDWID and understands and agrees that CSDWID will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

E. *[For Contract awards (see 2 CFR 180.220)]*

Debarment and Suspension (Executive Orders 12549 and 12689). Contractor attests that it is not listed on the government-wide 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.

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

and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractor attests that it has filed the required certification under the Byrd Anti-Lobbying Amendment. Contractor attests that it has certified 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. Contractor further attests that it has disclosed, and will continue to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

G. Procurement of recovered materials (2 CFR §200.323). All parties agree to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

H. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216). Contractor is prohibited from using equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

I. 2 C.F.R. § 200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Contracts and purchase orders for work or products under this award.

J. 2 C.F.R. § 200.321 Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. CSDWID will take affirmative steps to solicit and include small, minority, and women owned businesses, when possible, in an effort to encourage participation and fair competition in providing supplies/services described in this solicitation. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

If subcontracts are to be let, the Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as required by 2 C.F.R. § 200.321.

K. Bid Protest Procedures

CSDWID Bid Protest Procedures. CSDWID has a protest procedure covering any phase of solicitation or award, including but not limited to specification or award. The protest procedures are available from the water system, CSDWID. You may also request a copy of the procedures by emailing: *blake@mogollonwater.com* or calling (928) 940-0042.

L. Title VI of the Civil Rights Act of 1964 - The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

M. Increasing Seat Belt Use in the United States – Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CSDWID encourages 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.

N. Reducing Text Messaging While Driving – Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CSDWID encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and CSDWID has established workplace safety policies to decrease accidents caused by distracted drivers.

O. Publications – Any publications produced under this contract or agreement must display the following language: "This project is being supported, in whole or in part, by WIFA's Water Conservation Grant Fund: award number WC4-169-2024."

EXHIBIT B: CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

In accordance with Executive Order 12549 and Executive Order 12689, entitled Debarment and Suspension, and any applicable implementing regulations, this certification must be completed by the Organization:

1. Under penalty of perjury, except as noted below, all persons or firms or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, or local) terminated for cause or default.
 - e. Will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to CSDWID

| | |
|---|-------|
| Signature of Authorized Certifying Official | Title |
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| Organization | Date Signed |
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EXHIBIT C: Submission Rating Sheet

Rating Sheet

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|---|---|
| Grant Recipient: Clay Springs DWID | Program: Water Conservation Grant Fund |
| Name of Respondent: | RFP Title: Remote Monitoring |
| Evaluators Name: | Date: |

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Rate the respondent in the following areas:

| Criteria Number | Factor | Maximum Points | Score | Comments |
|-----------------|------------------------------|----------------|-------|--|
| 1. | Upfront Cost Effectiveness | 20 | | Ability to meet budget/value as related to proposed and additional costs. |
| 2. | Long Term Cost Effectiveness | 30 | | Cost of long-term system subscription fees, etc. |
| 3. | Project Schedule | 20 | | Ability to be responsive in meeting schedules required to complete scope of work. Quality, clarity and creativity of proposed planning process. |
| 4. | Scope of Work | 30 | | Level of responsiveness and technical approaches to the scope of work outlined within the RFP. Demonstration of knowledge and innovative approaches particular to the desired Scope of Work. |
| 5. | Key Personnel | 20 | | Experience and qualifications relevant to key personnel and their associated project |

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|----|------------------------|-----|--|---|
| | | | | responsibilities. |
| 6. | Administrative Support | 30 | | Level of support and guidance provided to owner for use and modification of electronic deliverable files and availability to continue support and modification services under potential future contracts. |
| | Scoring: | 150 | | |