

SAHUARITA
Water Company



REQUEST FOR PROPOSALS

FOR

**WATER METER REPLACEMENT PROGRAM AND IMPLEMENTATION
OF AN ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM**

Submission Deadline:

Tuesday, April 23, 2024 No later than 10:00A.M. – Arizona Time

**Sahuarita Water Company
Attention: General Manager
14125 S Rancho Sahuarita Blvd.
Sahuarita, AZ 85629**

NOTICE

NOTICE IS HEREBY GIVEN that the Sahuarita Water Company is requesting proposals from qualified persons or vendors to provide a water meter replacement program and an implementation of Advanced Metering Infrastructure (AMI) System.

The Sahuarita Water Company will be conducting a meter replacement program along with an implementation of an AMI System. Meters will be replaced in-kind with the equivalent sized Sensus iPERL water meters, or equivalent, and SmartPoint 520M endpoint, or equivalent, that has the capability to communicate with an AMI system.

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 (WCGF) Award/Contract number WC2-181-2024.

Sealed proposals will be received by the **Sahuarita Water Company at 14125 S Rancho Sahuarita Blvd, Sahuarita, AZ 85629, until 10:00am on Tuesday, April 23, 2024**, for the services specified herein. Proposals will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 10:00am on the referenced date will be returned unopened.

Submittals to this Request for Proposal should be addressed to:

Water Meter Replacement Program and implementation of an AMI System
Attn: General Manager
Sahuarita Water Company
14125 S Rancho Sahuarita Blvd
Sahuarita, AZ 85629

The Sahuarita Water Company reserves the right to reject any or all proposals or to withhold the award for any reason the Sahuarita Water Company determines. The Sahuarita Water Company, in its sole discretion, reserves the right to cancel this procurement and/or to waive any formality in any bid.

This Request for Proposals Notice is listed on the Sahuarita Water Company's website: www.sahuaritawater.com. Packets are available at the Sahuarita Water Company, 14125 S Rancho Sahuarita Blvd, Sahuarita, AZ 85629, or via email, tia@sahuaritawater.com.

Dated at Sahuarita, Arizona this 4th day of April, 2024.

Chris E. Ward
General Manager
Sahuarita Water Company

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TIMELINE

Request for Proposal Notice	April 8, 2024
Requests for Clarification Deadline	April 15, 2024
Responses for Clarification.....	April 16, 2024
Request for Proposals Due Date	April 23, 2024
Staff Evaluation	April 23, 2024
Desired Start Date for Deployment.....	April 29, 2024

INTRODUCTION

Sahuarita Water Company (hereinafter “SWC”) invites interested and qualified persons or vendors to submit cost proposals for a water meter replacement program and the implementation of an Advanced Meter Infrastructure (AMI) System. This includes the purchase of the water meters and an AMI System. This entails the vendor being responsible to provide the water meters and meter smart points and to install the Advanced Meter Infrastructure (hereinafter “AMI”) Network throughout the SWC service area.

BACKGROUND

For monthly reads, SWC currently has an Automatic Meter Reading (AMR) System in place. SWC is looking to increase the operational efficiency of the water distribution system and promote water conservation by implementing an AMI system. SWC currently has approximately 3,200 Sensus iPerl meters installed and is looking to replace the approximately 3,800 remaining water meters with compatible AMI-ready meters.

SCOPE OF SERVICES

The Sahuarita Water Company solicits proposals from qualified vendors to provide water meters and the installation of an Advanced Meter Infrastructure (AMI) System. This will include the purchase of approximately 3,800 water meters and 1,800 Meter Transceiver Units (MXU). Meters will be replaced in-kind with the equivalent sized Sensus iPERL water meters, or equivalent, and SmartPoint 520M endpoint, or equivalent, that has the capability of 2-way communications. This will also include the installation of an AMI network throughout the SWC service area. The meters and AMI system must integrate with SWC’s existing Caselle billing software and Sensus AutoVu meter-reading software.

The purpose of this project is to increase the operational efficiency of the water distribution system and promote water conservation by implementing an AMI system that enables wireless communications between utility systems and the metering endpoints. This would improve our ability to detect leaks and help contribute in our effort to reduce water usage and improve our water conservation.

Project implementation should include upgrades to SWC’s water customers with a fully functional and scalable AMI water meter system.

The solicitation is for a complete turnkey AMI System, including:

- System must use electromagnetic meters with no moving parts that meet American Water Works Association (AWWA) standards. Mechanical meters will not be considered.
- System selected shall have a 20-year operational life span with a 20-year accuracy and battery warranty with at least 10 years of replacement at no cost and an additional 10-year warranty prorated for each year thereafter.
- Ability to view specific meter information including meter ID, consumption data, and latitude/longitude location data.
- System software must be capable of providing individual account reports, leak detection, tamper alarms, and reverse flow alarms.
- A customer portal that will allow customers to view their monthly water usage, allow for setting up alerts, compare water usage with previous months/years, and other account information via web server.
- Communication Propagation Study with a “Fixed Based” Communication System for the AMI system. SWC does NOT want a “cellular” system with any ongoing monthly service fee for

communication or connectivity issues.

- The system must be capable of operating in both AMI fixed network and AMR drive by as a back-up system should the AMI infrastructure become inoperable WITHOUT physically changing out any parts of the meter or physical manipulation to the meter.
- The system must be able to integrate with and read the rest of the Sensus iPerl meters that will not be replaced.
- Delivery of meters and endpoints.
 - o Delivery of meters and endpoints must be consistent throughout the project timeline.
 - o All equipment will be available at a minimum rate of 200 meters and 75 dual port and 50 single port endpoints per month.
 - o SWC will be issuing a Purchase Order for all meters and endpoints with monthly draws to fill the required supply.

This project has time restrictions, and all work must be completed before May 31, 2026.

REQUEST 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 project representative at the following:

Chris E. Ward
General Manager

Chris.ward@sahuaritawater.com

Request for information must be received by the project representative prior to **5:00PM on Monday, April 15, 2024**. Responses as required will be issued no later than **5:00PM on Tuesday, April 16, 2024**. Receipt of addenda must be acknowledged on the required form in the vendor's submission. It is the submitter's sole responsibility to check SWC's website for periodic updates or addenda.

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 proposal shall include the following:

- Cover Letter
 - o Location of the vendor
 - o Main contact for whom to call to negotiate and ask questions if they arise
 - o Contact for contract documentation and signatures
 - o Provide the **SAM.gov** Unique Entity ID number (UEI) as required by our grant funding. UEI number must be active throughout the completion of the project.
- Full description and details of the Advanced Meter Infrastructure (AMI). Explain if and how they will integrate with current Sensus meters that Sahuarita Water Company utilizes
- Endpoint 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 three (3) but no more than five (5) 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.

SWC 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 SCW to be in the company's best interest. SWC assumes no liability for the cost of preparing a response to this request

PROPRIETARY INFORMATION

All materials submitted in response to this solicitation, including samples, will become the property of Sahuarita Water Company 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 SWC is required by law to make its records available for inspection during an audit. All vendors, by submission of material marked proprietary, acknowledge, and agree that SWC will have no obligation to advocate for nondisclosure in any form nor will SWC assume any liability to the vendors in the event of that the company must legally disclose these materials.

DELIVERY OF SUBMITTALS

Sealed proposals will be received **before 10:00am on Tuesday, April 23, 2024**, at the following address:

**General Manager
Sahuarita Water Company
14125 S Rancho Sahuarita Blvd
Sahuarita, AZ 85629**

at which time all submittals will be publicly opened in the Conference Room.

Any submittals received at or after 10:00am 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. Sahuarita Water Company is not responsible for lateness of mail, carrier, etc. The time and date stamp in the Sahuarita Water Company's Office shall be the official time of receipt. Modifications to submittals will not be considered after the deadline stated above.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the General Manager, Sahuarita Water Company, at the above address; and shall be clearly marked:

**Request for Proposal:
Water Meter Replacement Program and Implementation of an Advanced Metering Infrastructure
(AMI) System
Due before 10:00am on Tuesday, April 23, 2024**

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 Sahuarita Water Company's standard General Services Contract, including insurance requirements, in a form acceptable to SWC. A sample agreement is provided with this request.

EVALUATION CRITERIA

Sahuarita Water Company reserves the right to and will likely reject any responses that does NOT meet the minimum criteria described in this RFP. For responses meeting or exceeding the minimum criteria, SWC will rank each Request for Proposals based on the weighted scoring criteria shown below. Based on the rankings, SWC intends to select the most highly qualified vendor based on demonstrated competence and qualifications to negotiate a contract.

- A. General Information – 5 points possible
 - a. Brief overview of the vendor and legal organization of the company
 - b. Submission requirements met
 - c. SAM.gov Unique Entity ID number (UEI) as required by grant funding
 - d. Description of at least three (3) but no more than five (5) 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 Requirements – 10 points possible
 - a. Communication Propagation Study with a "Fixed Based" Communication system for the AMI system
 - b. Explain if the AMI system will include any cellular network
 - c. Explain if the AMI includes a free or paid customer engagement web portal
 - d. Explain if the AMI provides top of the hour time-synchronized readings across the entire system with at least an update every hour
 - e. Explain if the meters, endpoints, and AMI infrastructure is manufacture by the same company
 - f. Explain if current meters and endpoints will be able to integrate with the AMI System
 - g. Describe if the system can identify unauthorized usage on marketed accounts
 - h. Describe if the system can configure high or low usage parameters and identify accounts in violations
 - i. Explain how many users the system can support at one time
 - j. Explain if the software enhancements, upgrades, updates, and patches are included in the pricing structure or if it will be an annual cost for these items

- C. Endpoint Information and Requirements – 10 points possible
 - a. Describe the endpoint collection process and if it collects at the top of the hour and synchronized with 15-minute reads from the water meter
 - b. Describe if the endpoint had two-way communication
 - c. Describe the temperatures the endpoint can withstand storage and operating
 - d. Describe if the endpoint can be installed via pit or remote
 - e. Describe the network firmware updates
 - i. Are they able to be done remotely, with an infrared or local updates
 - f. Explain the environments that the endpoints can withstand, include flooding or submerged pit application

- D. Describe the warranty of the endpoints and if it is included

- E. Consumer Portal Information and Requirement – 10 points possible
 - a. Explain if the consumer portal is owned and developed by the AMI manufacturer
 - b. Explain if the web portal will be accessible through a standard internet browser
 - c. Explain if the consumer portal will allow the consumer to set up a leak notification through the portal and let the customer be notified via email

- d. Explain if the utility customer service representative will be able to see the same view as the consumer or if the web portal will be different for the customer and the utility staff
 - e. 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
- a. Describe who will be providing the training. Example, Manufacture Certified Trainers
 - b. Describe if there will be a web-based training for future head end system updates and upgrades and if there will be any cost that may be associated with the training
 - c. Describe if training materials for end users will be available online or in electronic form
- G. Forms A-F – 50 points possible
- a. Form A – Solicitation Response Cover Sheet
 - i. Vendor shall complete, sign, and submit Form A as the first page of the bid package
 - b. Form B – Price Sheet
 - i. 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.
 - c. Form C – Bid Certification
 - i. Vendor shall complete, sign, and submit Form C.
 - d. Form D – Non-Collusion Certificate
 - i. Vendor shall complete, sign, and submit Form D.
 - e. Form E – Certificate of Ownership
 - i. 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 extend of each such interest.
 - f. Form F – Vendor Qualifications, Representations and Warranties
- H. Sahuarita Water Company shall consider awarding agreements only to responsible Vendors. Responsible vendors are those that have, in the sole judgement of SWC, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, SWC may consider all information available to SWC, whether specifically provided by the Vendor in response to this solicitation or other information otherwise available to SWC in evaluating the responsibility of the Vendor. Such information may include, but is not limited to, experience and history of SWC with current and/or prior contract held by the Vendor with SWC or with other agencies, references provided by the Vendor to SWC, information provided by the Vendor as part of the solicitation responses, and information not specifically provided by the Vendor but is otherwise available to SWC and has merit in consideration of responsibility, in the opinion of SWC. The evaluation of responsibility shall be determined by SWC and shall by determined by SWC and shall be in the sole opinion of SWC. Such evaluation by SWC 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.
- I. Overall Evaluation – 10 points possible
- a. This is to be determined by the Review Committee. No submittal response is required. Information obtained from the RFP and from any other relevant source, in addition to past experiences with SWC, may be used in the evaluation and scoring process for this item.
 - i. Overall quality of the proposal evidencing interest in providing services
 - ii. Overall evaluation of the vendor and its perceived ability to provide the requires services

EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the proposal must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgement of Sahuarita Water Company, a proposal does not conform to the format specified herein, or if any section is absent or significantly incomplete, SWC reserves the right to reject the submittal.

A. Overview

This is a qualifications-based selection process. The process will involve an evaluation and scoring of each vendor's qualifications and relevant experience, as indicated in its proposal. A Review Committee appointed by SWC for this procurement will individually evaluate the proposals according to the criteria and weighting as indicated. Following evaluation of the proposals, the highest ranked vendor will be determined. If approved, the contract may be in place until May 31, 2026.

B. Final Ranking and Contract Negotiation

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

The contract will be in place once fully executed until May 31, 2026. SWC will determine the value of the contract based on projected needs and available budget.

Selected vendor will be required to execute and meet the terms of SWC's standard General Services contract, including insurance requirements, in a form acceptable to the SWC.

C. TERM OF CONTRACT

The contract resulting from this request shall commence once fully executed until May 31, 2026. No contract between the parties shall exist until and unless a written contract has been fully executed by all parties. The contract may be extended in writing, signed by Sahuarita Water Company and the Vendor

D. TERMINATION OF CONTRACT

SWC 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 SWC.

E. PROTEST POLICY

Any protest to the solicitation or award must be filed with Sahuarita Water Company by 4:00 PM up to seven (7) calendar 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 SWC to perceived problems so that corrective action could be taken prior to the selection of the successful vendors. SWC 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 SWC from executing an agreement with any other proposer.

F. SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Sahuarita Water 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. Affirmative steps shall 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 business, and women’s business enterprises
4. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority business, and women’s business enterprises
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce

E. CIVIL RIGHTS COMPLIANCE

Sahuarita Water Company, its vendors, contractors, subcontractors, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees 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.

SAMPLE SERVICES AGREEMENT

Sahuarita Water Company, LLC

PO Box 1520, Sahuarita, AZ 85629

Telephone: (520) 399-1105

This Services Agreement is made and entered into as of _____, by and between Sahuarita Water Company, LLC, an Arizona limited liability company (“Owner”), whose address is P.O. Box 1520 Sahuarita, Arizona 85629, and _____, (Hereinafter called “Service Provider”), whose address is _____. In the consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

- A. The scope of work for this Services Agreement shall be as specified in Exhibit A attached hereto and incorporated herein by this reference.
- B. Compensation for work under this Services Agreement will be determined and paid, including the numerated reimbursable expenses, as specified in Exhibit B-2 attached hereto and incorporated herein by this reference. The maximum value authorized for the services under this Services Agreement shall not be exceeded without Owner’s prior written approval.
- C. The work under this Services Agreement shall be commenced and completed by the dates specified in Exhibit A.
- D. This Services Agreement is subject to and incorporates the following General Terms and Conditions and Exhibits attached hereto.

GENERAL TERMS AND CONDITIONS

1. Service Provider shall perform the work or services authorized from time to time by Owner in accordance with this Services Agreement and any modifications hereto.
2. Service Provider shall submit reports, draft or final plans and specifications as requested by Owner’s designated representative. Expenses and reimbursable charges shall also be reported to the same individual. All maps, reports, studies, designs, plans, specifications and other work product required by or produced by Service Provider in the course of performing its services (the “Plans”) will be owned by Owner provided that all fees and reimbursable expenses have been paid to the extent required by Owner. The Service Provider shall be contacted in writing if the Plans are re-used for another project, to verify applicability, otherwise the Service Provider shall not be liable for any use not associated with the original intended use. Service Provider hereby transfers any and all rights regarding such Plans to Owner.
3. It is not the purpose or intention of this Services Agreement to create nor shall it be construed as creating a joint venture or partnership relation. Service Provider shall act as an independent contractor with respect to performance of work or services hereunder and neither it nor any of its employees, agents, or subcontractors will be deemed for any purpose to be the employee or agent of Owner in the performance of services pursuant to this Services Agreement. Nothing herein contained shall be construed as granting Owner

any right to control or direct with respect to Service Provider's conduct of services hereunder. No federal, state, city or other local governmental income or social security taxes will be withheld from Service Provider's compensation. Service Provider shall remain liable for all taxes applicable to its performance of these services.

4. Service Provider's work or services shall be performed as expeditiously as is consistent with the professional skill and care required for such work or services and the orderly progress of the project. All services shall comply with all pertinent laws, codes, and regulations applicable to the services or the project. If requested by Owner, Service Provider shall prepare a schedule showing the performance of its services within the time period set forth in the contract. Such schedule will allow sufficient time for the Owner's review and for approval of authorities having jurisdiction over the project.

5. To the fullest extent provided by law, Service Provider shall indemnify, hold harmless and defend Owner, its partners, members, managers, officers, employees, agents, representatives, assigns, subsidiaries, and affiliates ("Indemnities"), and each of them, from and against any loss, cost, damage, claim, third party claim, expense or liability, including attorneys' fees and costs, if any, incurred by or asserted against the Indemnities, by reason of, arising out of, as a result of, or in connection with the performance of the work or services under this Services Agreement and directly or indirectly caused, in whole or in part, but only to the extent caused by the negligent or intentional acts or omissions, of Service Provider or an agent or subcontractor or subconsultant of Service Provider or an agent or employee of any one of them. This obligation shall include but not be limited to injury to, or death of, any person or damage to, or destruction or loss of any property. As used in the preceding sentence, the words, "any property" shall include, but shall not be limited to, property of the Owner, Service Provider or any subcontractor or subconsultant or any agent or employee or any of them. Service Provider shall, at no cost or expense to Owner, on request of Owner, utilizing attorneys reasonably acceptable to Owner, defend any suit asserting a claim for any loss, damage or liability specified above, and Service Provider shall pay any costs and attorneys' fees that may be incurred by Owner in connection with any such claims or suits or in enforcing the indemnity granted pursuant to this Section 5. If such a claim results in a final, non-appealable decision, Owner will reimburse Service Provider for the pro-rata percentage of the legal fees and costs in proportion to the allocation of fault, if any, assessed against Owner.

6. Without in any way limiting Service Provider's indemnity obligations under this Services Agreement, Service Provider shall, during the term of this Services Agreement, maintain the following policies of insurance:

(a) Worker's Compensation and Employer's Liability as required by law in all states of operation. If Worker's Compensation Insurance coverage is provided for "Leased Employees", Alternate Employer Endorsement form must be provided.

(b) Commercial General Liability (Bodily Injury and Property Damage) Insurance, the limits of which shall not be less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, and which includes Contractual Liability coverage.

(c) Automobile Bodily Injury and Property Damage Liability Insurance Such insurance shall extend to owned, non-owned, and hired automobiles used in the performance of this Services Agreement. The limits of liability of such insurance shall not be less than \$1,000,000.00 for Bodily Injury and/or Property Damage or \$1,000,000.00 each accident on a combined single limit basis.

(d) If applicable, Professional Liability Insurance the limits of which shall not be less than \$2,000,000.00 per claim and in the aggregate. To the extent that professional liability coverage extends to indemnification for contractual liability, the Service Provider is obligated to indemnify for loss or claims arising out of its negligent or intentional acts or omissions pursuant to Section 5 above.

Except for the insurance required under subsections (a), (c), and (d) above, the above insurance shall name Owner and any additional parties as reasonably requested by Owner as an additional insured with respect to the work or services performed hereunder, and shall not be subject to cancellation or material modification without first providing at least thirty (30) days' prior written notice to Owner.

7. Payment to Service Provider shall be made in accordance with Exhibit B-2 attached hereto and incorporated herein by reference.

8. Service Provider shall not assign its obligations hereunder without the specific written consent of Owner, which consent may be withheld in Owner's sole discretion. Owner may freely assign its rights and obligations hereunder but shall notify Service Provider in writing of such assignment.

9. Service Provider represents that it is not now engaged, and will not during the term of this Services Agreement, engage in activities which would constitute a conflict of interest with its obligations hereunder.

10. It is understood that under no circumstances are Service Provider, its directors, employees, agents or subcontractors or their directors, employees or agents to make any payment, or give anything of value, to any governmental official (including any officer or employee of any government department, agency or instrumentality) to influence a decision, or to gain any other advantage for Owner or Service Provider, in connection with the work or services performed hereunder. It is further understood that Service Provider will promptly notify Owner of any violation of this Section 10 and out of any and all moneys paid by Owner to Service Provider an amount equal to any amount so paid or given which gives rise to such violation shall be paid over or credited to Owner. Also, Service Provider shall defend and hold Owner harmless from all costs, penalties, losses and expenses arising out of such violation. Additionally, if there is any violation of this Section 10, Owner may, at its sole option terminate this Services Agreement at any time.

11. Service Provider shall maintain true and correct records in connection with its work or services hereunder and all transactions related thereto and shall retain such records for at least two (2) years after completion of such work or services. Owner may audit any and all records of Service Provider in connection with any charges hereunder. Service Provider agrees to provide Owner with all such records at any time, including any review of Service Provider's pay requests.

12. Service Provider and its subcontractors and subconsultants shall comply with all laws, regulations, decrees, codes, ordinances, resolutions, and other acts of any governmental authority, including, but not limited to, federal and state labor, occupational health and safety, environmental and tax laws, which are applicable to this Services Agreement and Service Provider's and its subcontractors' and subconsultants' performance hereunder. To the extent of a subsequent change in law, Service Provider shall notify Owner in writing within ten (10) days of such change, such notice to include a description of necessary corrective actions required in order to comply with such change.

13. This Services Agreement will be governed by Arizona law without regard to the principles of conflict of laws.

14. In the event Service Provider fails to perform its services in accordance with this Services Agreement, or becomes insolvent, or in the event of the institution of any voluntary or involuntary proceedings by or against Service Provider in bankruptcy or insolvency, or in the event of the appointment of a receiver, trustee or assignee for the benefit of creditors of Service Provider, Owner shall have the right, if it so elects and without prejudice to any other rights it may have, to exercise all or any of the following powers: (a) terminate this Services Agreement due to Service Provider's default, (b) suspend payment in whole or in part under this Services Agreement until the default has been remedied and/or (c) make whatever arrangements Owner deems necessary, including the retention of another contractor or consultant to complete the work or services, all at Service Provider's expense, provided that the new contractor's or consultant's charges are reasonable under the circumstances. In such event, Service Provider to the extent directed by Owner shall assign and transfer to Owner all of the rights and work product wholly or partially generated by Service Provider prior to termination and any subcontracting or subconsulting agreements relating to the work or services required hereunder.

15. In the event the Owner exercises its rights under Section 14 above, Service Provider shall not be entitled to receive any further payment for the work or services rendered until the work or services is or are completed and Owner's damages and costs can be fully determined. If such damages and costs are less than the total of the unpaid balance owed to Service Provider, the difference shall be paid to Service Provider. If such damages and costs exceeds such total, Service Provider shall promptly pay the difference to Owner on demand.

16. In addition to the rights provided above, Owner shall have and may exercise or enforce any other rights or remedies provided by law or equity for any default or breach by Service Provider, and Service Provider shall be liable for and shall pay promptly on demand any damages and costs suffered by Owner arising out of any such breach or default by Service Provider in the performance of this Services Agreement. Service Provider further acknowledges that Service Provider's breach of any covenant or agreement to turn over work product would cause irreparable harm to Owner and that monetary damages for such breach would be inadequate. Accordingly, Service Provider agrees that Owner shall be entitled to obtain injunctive relief against Service Provider from a court of competent jurisdiction in the event of Service Provider's breach or threatened breach of any covenant or agreement to turn over work product contained in this Services Agreement.

17. Owner may, in its sole discretion and without cause for its sole convenience, upon giving Service Provider fifteen (15) days written notice, terminate Service Provider's work or services in whole or in part at any time stating the extent and effective date of such termination, whereupon Service Provider shall (a) stop any and all work or services, (b) assign to Owner, in the manner and to the extent directed, any and all of the rights of Service Provider under work orders, purchase orders, subcontracts or other rights relating to the terminated portion of the work, (c) terminate any and all work orders, purchase orders and subcontracts outstanding to the extent that they relate to the terminated portion of the work or services and are not assigned to Owner, (d) complete any and all performance of the unterminated portion of the work or services and (e) take any and all other action toward termination of the work or services which Owner may direct. In the event of termination under this Section 17, Owner shall pay Service Provider for the work completed prior to the notice of termination. Deductions will be made by Owner for amounts previously paid to Service Provider and for any amounts which may be due Owner or which Owner may offset or withhold by the terms of this Services Agreement. In no event shall Service Provider be entitled to any fee or profits on the uncompleted work or services.

18. Any and all claims, disputes and other matters in question between Service Provider and the Owner arising out of or relating to this Services Agreement or breach thereof shall be decided by the Pima County Superior Court located in Tucson, Arizona. Owner shall have the right to include any party with whom it has contracted for in said proceeding to the extent Owner determines that common claims or issues are involved. Further, should Owner be named as a defendant or respondent in any lawsuit, arbitration or other proceeding that relates in any way to Service Provider's work or services, Service Provider hereby submits to the jurisdiction of the applicable court, arbitration panel, tribunal or other authority and consents to being named as a third-party defendant or respondent in any such lawsuit, arbitration or proceeding.

19. If Service Provider or Owner is a party to any arbitration, action or proceeding to enforce any of the terms of this Services Agreement or otherwise relating to the work or services provided by Service Provider, the substantially prevailing party in such arbitration, action or proceeding, as determined by the arbitrator(s), judge or presiding official shall be entitled to receive from the opposing party the substantially prevailing party's costs and reasonable attorney's, expert, and/or arbitration fees incurred in prosecuting, defending, or appearing in such action or proceeding.

20. In the event of a conflict between the terms of this Services Agreement and any proposal, contract or exhibit prepared by Service Provider or Owner, the terms of this Services Agreement shall prevail.

21. No waiver of any provision of this Services Agreement in any instance shall constitute a waiver of any other provision of this Services Agreement or the same provision in any other instance, and waiver of a breach of any provision of this Services Agreement shall not constitute a waiver of any other breach of such provision or breach of any other provision of this Services Agreement.

22. This Services Agreement contains the entire agreement of the parties and supersedes all negotiations, proposals, notices of awards, purchase orders, agreements and understandings, if any, written or oral, heretofore relating to the work described herein. No amendment, variance or any change in the provisions of this Services Agreement shall be made except in writing signed by the authorized representatives of the parties hereto. If any provision is found to be invalid or unenforceable, that provision shall be enforced to the fullest extent permitted by applicable law and the remaining portions hereof shall be of full force and effect.

23. Notwithstanding anything to the contrary contained in this Services Agreement, in no event shall any of the directors, officers, members, managers or employees of Owner have any personal liability or shall any of their assets be subject to any personal liability for any obligation under this Services Agreement. The sole recourse against Owner under this Services Agreement shall be limited to the assets of the Owner.

24. Service Provider warrants to Owner that materials and equipment to be furnished under the Services Agreement by Service Provider will be of good quality and new unless otherwise required or permitted by this Services Agreement, that the work or services will be free from defects not inherent in the quality required or permitted, and that the work or services will conform with the requirements of this Services Agreement. Work or services not conforming to these requirements, including substitutions not properly approved and authorized, may be considered materially defective by Owner. Service Provider's warranty excludes remedy for damage or defect caused by abuse, modifications not caused by Service Provider or Service Provider's subcontractors or subconsultants, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by Owner, Service Provider shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

25. Service Provider shall pay sales, consumer, use, and other similar taxes which are legally assessed in connection with the work or services to be performed by Service Provider, and shall secure and pay for the inspections necessary for proper execution and completion of the work or services.

OWNER:

Sahuarita Water Company, LLC, an Arizona limited liability company

By: _____

Jeremy N. Sharpe

President, Sharpe & Associates, Inc.

Managing Partner, Sahuarita Water Company, LLC.

SERVICE PROVIDER:

By: _____

Its _____

Federal Tax I.D.: _____

Telephone: _____

Fax: _____

E-mail: _____

SAMPLE

EXHIBIT A

SCOPE AND TIMING OF WORK

1. The scope of work shall be: See Attached Proposal
2. The work shall be performed at _____ **Arizona 85629.**
3. **Service Provider shall commence the work upon request by owner for _____**
4. Modifications to the foregoing scope of work require a contract change order.

SAMPLE

EXHIBIT B-1 – CONTRACTOR'S PROPOSAL

SAMPLE

EXHIBIT B-2

COMPENSATION FOR WORK

1. The compensation for the work or services to be performed by Service Provider will be a fixed fee.
2. The maximum value authorized for the work under shall be \$_____, and such amount shall not be exceeded without Owner's prior written approval.
3. Invoices submitted will be paid within 30 days of the date received.
4. Each invoice shall contain an itemization of total hours worked by each of Service Provider's employees, subcontractors and subconsultants, and of the services performed by each such person. Reimbursable expenses shall be billed separately.
5. In Owner discovers that any subcontractor or subconsultant has not been paid or releases have not been provided, Owner may withhold from the payment due to Service Provider the amount due to such subcontractor or subconsultant until Service Provider has paid such subcontractor or subconsultant in full or, if such payment is in dispute, until Service Provider has provided Owner with an indemnity agreement satisfactory to Owner with respect to the lien claims of such subcontractor or subconsultant.
6. All charges for work must be billed to the Owner within ninety (90) days after the work is performed. Any charges not so billed to the Owner shall be deemed waived and the Owner shall have no obligation to pay or compensate Service Provider for that work.

EXHIBIT B-3

Sahuarita Water Company, LLC

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: _____

Upon receipt by the undersigned of a check from Sahuarita Water Company, LLC
(Maker of Check)

in the sum of \$ _____ payable to _____, and when the check
(Amount of Check) (Contractor)

has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic’s Lien, any state or federal statutory bond right, any private bond right, any claim for payment, any bonded stop notice, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned’s position that the undersigned has on the job of _____
(Project Name)
at Sahuarita, Arizona to the following extent.
(Project Address)

This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to _____
_____ through _____
(Contractor) (Date)

only and does not cover any retention, pending modifications and changes, or other items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from this progress payment to promptly pay in full all of his laborers, subcontractors, material men and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: _____

(Contractor Name)

By: _____
(Signature of Duly Authorized Agent)

(Print Name of Person Signing)

(Title)

EXHIBIT B-4 – AUTHORIZED SIGNERS

Sahuarita Water Company, LLC

The following individuals are authorized to sign lien releases on behalf of _____

Signature

Print Name

Title

2) _____

Signature

Print Name

Title

3) _____

Signature

Print Name

Title

Authorized By

Signature

Print Name

Sahuarita Water Company, LLC

EXHIBIT C - INSURANCE REQUIREMENTS

Contractor shall, at its expense, procure and maintain in full force and effect at all times general liability, automobile liability, and worker’s compensation. The insurance shall be taken out with a responsible insurance carrier authorized under the laws of the State of Arizona, satisfactory and acceptable to Owner. The Contractor shall pay all premiums on the insurance and shall not commence work until all insurance certificates and endorsements have been obtained and approved by the Owner evidencing the following coverage. The Contractor will require all subcontractors working with Contractor to maintain this type and level of coverage as well.

Contractor and/or Sub-Contractors, material suppliers, vendors it employs, if any, shall maintain the following minimum insurance coverage’s:

- a. Automotive Liability (any auto or as appropriate) Property and Casualty (not less than the full replacement cost of improvements on the property) including owned, non-owned and hired vehicle coverage with limits of liability not less than:
 - i. Bodily Injury and Property Damage, combined
 - ii. \$1,000,000/single limit
- b. Workmen’s Compensation As required by law in all states of operation. If Worker’s Compensation Insurance coverage provided for “Leased Employees”, Alternate Employer Endorsement form must be provided.
- c. Commercial General Liability Insurance (Also, X, C, U if applicable) with limits of liability as follows:
 - i. Bodily Injury and Property Damage, combined
 - ii. \$1,000,000/ each occurrence
 - iii. \$2,000,000/ completed operations aggregate
 - iv. \$2,000,000/general aggregate
 - v. \$1,000,000/personal injury

or required by law, whichever coverage is greater, and shall include normal and customary contractual liability insurance.

Other Requirements

- 1. Sahuarita Water Company, LLC shall be named as an additional insured with respect to ALL OPERATIONS performed for the additional insured. Contractor shall provide Owner with A.I. endorsements.
- 2. Sahuarita Water Company, LLC shall receive thirty (30) days advance written notice of cancellation or change in coverage.

Failure of Contractor to maintain at all times all of the insurance coverage as provided for above shall be deemed a material breach of the Agreement.

The undersigned has read and fully understands the foregoing and agrees to be bound by all of the terms and conditions contained herein.

Dated: _____

CONTRACTOR:

By: _____
(Signature of Duly Authorized Agent)

**U.S. 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, 2026.
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
 - c. 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.
 - d. 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.
 - e. 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.
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(0) 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 (Nonprocurement), 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;
- x. 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;
- xi. 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

- xii. 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.
1. 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.
2. 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.
3. 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."
4. Debts Owed the Federal Government.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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;
 - iii. An Inspector General;
 - iv. The Government Accountability Office;
 - v. A Treasury employee responsible for contract or grant oversight or management;
 - vi. An authorized official of the Department of Justice or other law enforcement agency;
 - vii. A court or grand jury; or
 - viii. 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.

Form A - Solicitation Response Cover Sheet

SAHUARITA
Water Company



Solicitation Response

Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

Please note all that apply:

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

Business Name: _____

Business Address: _____

Business Contact: _____

Contact Email: _____

Vendor Comments (attach separate sheet, if needed): _____

Form B – Price Sheet

Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

Sahuarita Water Company’s preferred meter manufacturer: Sensus

Other manufacturers will be considered for comparable meters and/or approved equals designated by the scope of work.

Meter Manufacturer: _____

Make and/or Model: _____

Complete the price sheet below, including unit price and total price on the estimated quantity. If necessary, please attach a corresponding detailed price sheet and notes in addition to completing the price sheet below.

	Estimated Quantity	Unit	Unit Price	Total Cost
Water Meters and Meter Transceiver Units (MXU):				
5/8"x3/4" meter	3,300	Each		
3/4" meter	440	Each		
1" meter	58	Each		
Meter Transceiver Unit (MXU), 1 Port	1000	Each		
Meter Transceiver Unit (MXU), 2 Port	800	Each		
Water Meter and MXU Sub-total:				
Advanced Metering Infrastructure (AMI) System				
Base Station	2	Each		
Base Station Installation	2	Each		
Software (one-time costs)	1	Each		
Software (annual costs)	1	Each		
AMI System Sub-total:				
Customer Web Portal				
Customer Web Portal (one-time costs)	1	Each		
Customer Web Portal Platform (annual costs)	1	Each		
Personnel Training (one-time costs)	1	Each		
Customer Portal Sub-total:				
Total Project Cost:				

Form B – Price Sheet (Continued)

Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

By signing below respondent acknowledges that they have the authority to sign on behalf of the responding company:

Signature: _____

Written Name: _____

Title: _____

Email Address: _____

Company Name: _____

Street Address: _____

City/ State: _____

Zip Code: _____

Form C – Bid Certification

Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

Company Name: _____

The undersigned Vendor hereby certifies as follows:

C1 That he/she has read the Sahuarita Water Company’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 SWC.

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 _____ 2024.

Signature _____

Phone Number _____

Written Name _____

Email Address _____

Form D – Non-Collusion Certificate

SAHUARITA
Water Company



Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

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 Sahuarita Water Company for consideration in the award of this solicitation.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Form E – Certificate of Ownership

SAHUARITA
Water Company



Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

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 _____ 2024.

Signature

Phone Number

Form F – Vendor Qualifications, Representation, and Warranties



Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) Implementation

Company Name: _____

The undersigned Vendor hereby certifies as follows:

- F1 Taxes and Liens – Vendor has no unsatisfied tax or judgment lien on record.
- F2 Debarment, Suspension, U.S. Government Restricted Party Lists. – Vendor warrants that it is not, and its subcontractors are not, on the U.S. government’s Denied Parties List, the Unverified List, the Entities List, the Specifically Designated Nationals and Blocked Parties List, and neither the Vendor nor any subcontractors are presently debarred, suspended, proposed for debarment, or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- F3 SAM.GOV Certification – Vendor is actively registered with SAMS (Service for Award Management) and has been assigned the following UEI Number: _____.
- F4 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, 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 X), 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 SWC because of erroneous estimates, statements, or interpretations made by SWC.

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 _____ 2024.

Signature

Phone Number

Written Name

Email Address