

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SWAIN ELECTRIC INC.**

This Linking Agreement ("Agreement") is entered into as of this _____ day of _____, 2025, between the City of Glendale, an Arizona municipal corporation ("City"), and SWAIN ELECTRIC INC., an Arizona corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 21, 2021, Town of Queen Creek, a member of the S.A.V.E Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in the Electrical Services Contract No 2021-076 ("the original Agreement"). The "Original Agreement", and Amendment 1 dated December 30, 2024 are collectively the ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. All capitalized terms used without definition in this Cooperative Agreement shall have the definitions ascribed to them in the Cooperative Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was July 21, 2021, until the date the contract terminates on July 20, 2025, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond July 20, 2026. The initial period of this Agreement is the period from the Effective Date of this Agreement until July 20, 2025.
 - B. The City may extend the term of this Agreement for one (1) additional year. Additionally, the Resultant Contract may be extended unilaterally for a period of thirty-one days or a portion thereof. if the Cooperative Agreement is likewise extended and the City gives the

Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred thousand dollars (\$200,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Melody Campoy 6210 W. Myrtle Ave. Glendale, AZ 85301

and

SWAIN ELECTRIC INC. c/o Brian Swain
brian@swainelectric.com 756 N. Monterey St Ste A. Gilbert, AZ 85233

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

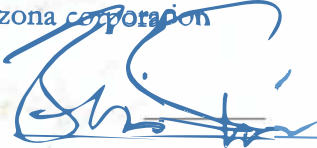
By: _____

Kevin R. Phelps
Interim City Manager

ATTEST:

"Contractor"

SWAIN ELECTRIC INC.,
an Arizona corporation

By: 

Name: Brian Swain
Title: Vice President

Julie K. Bower City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey City Attorney

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**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SWAIN ELECTRIC INC.**

**EXHIBIT A
TOWN OF QUEEN CREEK CONTRACT NO. 2021-076
ELECTRICAL SERVICES**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SWAIN ELECTRIC INC.**

**EXHIBIT B
Scope of Work**

Contractor will provide electrical repair and installation services City-wide on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SWAIN ELECTRIC INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$200,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay contractor in accordance with the rates as set forth in the Town of Queen Creek Contract No. 2021-076 for electrical repair and installation services on an as-needed basis.



TOWN OF
QUEEN CREEK
ARIZONA

July 13, 2024

Sent via e-mail: brian@swainelectric.com

Brian Swain
Swain Electric
756 N. Monterey, Ste. A
Gilbert, Arizona 85233

Re: Contract No. 2021-076, Electrical Services (the "Contract")

Dear Mr. Swain:

Pursuant to Article 6 of the Contract between the Town of Queen Creek ("Town") and Swain Electric (Vendor), the Town hereby exercises its option to renew the Contract for one (1) additional one year period. All terms of the Contract shall remain in full force and effect. The extended term of the Contract is from July 21, 2024 through July 20, 2025.

This is year three (3) of four (4) one year renewal options.

If you have any questions regarding this extension, please contact me at 480-358-3186 or tim.kincaid@queencreekaz.gov

Sincerely,

Melissa Bauer

Melissa Bauer
Procurement Administrator

Contract/Agreement Review Cover Sheet

INSTRUCTIONS: Legal Review is required prior to submittal for Town Council and/or Town Manager approval. Public Works Director review and approval is required on all Public Works and/or Construction and A&E projects. Real Estate review and approval is required on all Real Estate matters. Purchasing review is also required. Complete this form for all contracts/agreements/IGA's/change orders/work orders/proposals/MOU's and submit to the Purchasing office for review/approval routing. Be sure to attach a staff report and all supporting documents for review(s).

ALLOW THREE WEEKS FOR THE REVIEW PROCESS

Document Type:	Contract	Contact Person:	Tim Kincaid / Shelby Moody
Council Date	07/21/2021	S.A.M. verification	☐
Department Name:	Utilities		
Vendor/Contractor	SWAIN ELECTRIC, INC	Vendor ID#:	6660
Brief Description:	Electrical Services as needed. Not to exceed \$500,000 on an annual basis. Facilities will also use this contract on an as needed basis and in accordance with the Town's Purchasing Policy and Procedures		
Terms of Contract	Start: 07/21/2021	End:	07/20/22 w/ 4- 1yr renewals
\$ Amount or Not to Exceed:	\$500k Annually	Account Line Item #:	
Procurement Method:	RFP 21-012 for Electrical Services		

Attachments: *Reference original contract number.

Check all that apply:

☒ Contract	☐ Cooperative	Original Contract # 2021-076	Cooperative	Change Order/
☐ Staff Report	Agreement		Agreement #	Work Order #
☐ Amendment	☐ *Change			
☐ Easement	Order/Work			
	Order No.			

Approved:

Real Estate: _____	N/A ☒	Date:
Public Works Director: _____	N/A ☒	Date:
Utilities: <u>Paul T. Gardner</u>	N/A ☐	Date: 06/17/2021
Purchasing: <u>Tim Kincaid</u>	N/A ☐	Date: 06/16/2021
Town Attorney: <u>Todd A Baxter</u>	N/A ☐	Date:
Town Clerk: <u>[Signature]</u>	N/A ☐	Date: 7/21/21

**TOWN OF QUEEN CREEK, ARIZONA
CONTRACT FOR ELECTRICAL SERVICES, RFP NO. 21-012**

THIS CONTRACT (The "Contract") is made and entered into effective as of the 21st day of July, 2021 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and SWAIN ELECTRIC, INC., an Arizona Corporation ("Vendor").

On or about May 6, 2021, Town issued RFP No. 21-012 (the "Solicitation") for Electrical Services (the "Services"). Vendor submitted a proposal or bid dated June 8, 2021 (the "Proposal") and was selected to provide the Services. This Contract, together with the Contract Documents described herein, is the "Resultant Contract" contemplated in the Solicitation. The Town and the Vendor are sometimes referred to in the Resultant Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS:** The Resultant Contract consists of the following contract documents, which by this reference are incorporated herein:
 - A. This signed Contract;
 - B. The Proposal; and
 - C. The Solicitation .
2. **PRIORITY OF DOCUMENTS:** In the event of a conflict between the Solicitation and the Proposal, the terms of the Solicitation will govern. In the event of a conflict between the Solicitation and this Contract, this Contract shall govern.
3. **SCOPE OF SERVICES:** The Vendor shall provide the Town the services described in the Solicitation and the Proposal.
4. **CONTRACT PRICING:** Contract pricing is set forth in Exhibit A.
5. **TERM OF CONTRACT:** The term of the Contract is one year, commencing on July 21, 2021 and terminating on July 20, 2022 unless sooner terminated in accordance with the provisions set forth in the Resultant Contract documents. The Town reserves the right, at its sole discretion, to extend the Resultant Contract for up to four (4) additional terms of one year each. The total length of the Resultant Contract shall not exceed five (5) years. Additionally, the Resultant Contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

Date: July 21, 2021

By: [Signature]
Town Manager John Kross

Approved as to form:

By: [Signature]
Dickinson Wright PLLC

Town of Queen Creek, an Arizona municipal corporation:

By: [Signature]
Mayor Gail Barney

Attest:

[Signature]
Town Clerk Maria Gonzalez

SWAIN ELECTRIC, INC , an Arizona Corporation:

By: [Signature]
Its: Vice President

EXHIBIT A



PROPOSAL

#8233

June 9, 2021

Town of Queen Creek

Time and Material rates for electric installations and/or service work:

Electrician classification	Standard time	Over time	Double time
Apprentice	\$ 55.00	\$ 74.50	\$ 92.00
Journeyman Electrician w/ truck	\$ 79.00	\$ 106.50	\$ 132.00
SCADA services	\$ 135.00	\$ 200.00	\$ 270.00

Regular time: Monday – Friday (8 hours per day between 5:00am – 5:00pm)
Overtime: Saturday or hours beyond 40 hours in a week, or 8 hours in a day
Double time: Sundays & Holidays
Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve & Christmas Day

First electrician on job would be a Journeyman with a service truck

The use of Swain Electric tools & equipment that are on the service truck are included in the hourly manpower rates.

Below are equipment rental rates:

Construction equipment	1 day	1 week	1 month
Back Hoe	\$420	\$1,075	\$2,775
Water Truck	\$450	\$1,200	\$3,100
Ext Reach Forklift	\$450	\$1,200	\$3,100
Water Wagon	\$200	\$475	\$1,275
Jumping Jack (compaction tamper)	\$200	\$475	\$1,275

Rates do not include any engineering costs, permit fees, any other fees or sales tax

756 N. Monterey, Ste. A Gilbert, Arizona 85233 (480) 832-3299 Fax (480) 832-6233
Lic: C-11 ROC090429, L-11 ROC090437, A-17 ROC106533
www.swainelectric.com



Swain Electric Proposal

**Town of Queen Creek
RFP No. 21-012 for Electrical
Services**



Town of Queen Creek RFP No. 21-012 for Electrical Services

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**SWAIN
ELECTRIC INC.**

June 8, 2021

Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142

RE: Request for Proposal RFP No. 21-012 For Electrical Services

To Whom It May Concern:

Thank you for the invitation to submit the following Request for Proposal. We have reviewed the entirety of RFP 21-012 and understand it thoroughly. Our firm adheres to the terms and conditions of the quote process as outlined in Section VIII. Swain Electric is very interested in providing electrical services to the Town as outlined by this RFP.

Swain Electric, Inc. has been serving the Arizona market since 1986. We have enjoyed a relationship with the Town of Queen Creek since 2015. In that time we have completed over 300 projects with the Town, primarily with the waterworks facilities, demonstrating that we have extensive experience in commercial and industrial electrical construction, including all the types of services in this RFP.

Swain Electric is in good standing with the Arizona Corporation Commission and is registered with the Arizona Registrar of Contractors (licenses listed below). The company's insurance meets or exceeds the requirements in the RFP. The company has no debts and is financially stable. We are willing to provide financial statements to the Town upon request.

Our primary contact is Brian Swain, Vice President. His email address is brian@swainelectric.com and his address and phone number are listed below.

Sincerely,

Matthew D. Robinson
Chief Financial Officer

756 N. Monterey, Ste. A Gilbert, Arizona 85233 (480) 832-3299 Fax (480) 832-6233
Lic: C-11 ROC090429, L-11 ROC090437, A-17 ROC106533
swainelectric.com

Past Town Experience

Swain Electric has performed work for the Town of Queen Creek since 2015, primarily with the waterworks facilities. Below is a list of some of the larger projects Swain Electric has performed.

Project #	Project Name	Year	Location
5582P	Schnepf Well Site Upgrade	2015	908 W Combs Rd
5583P	Ironwood Crossing North Well	2015	41694 N Ironwood Rd
6450P	Shea North Well	2016	35952 N Kenworthy Rd
7807P	Church Farms East VFD	2017	Church Farms East
8134P	Sossamon Well	2018	Sossamon Well
8242P	Church Farms West	2018	22782 E Arroyo Verde Dr
8322P	Hastings Well New SES	2018	24370 S Crismon Rd
8504P	Villages 300 HP Well	2018	22391 E Rittenhouse Rd
8598S	Jorde Well	2018	Jorde Well
8599S	Gary Well	2018	25740 N Gary Rd
8705P	Fleet maintenance bldg TI	2018	TOQC Fleet Maintenance Building
9661P	Barney Farms Lake Well	2019	23103 E Cattle Dr
9735P	Electrical Install Admin Bldg	2019	22358 S Ellsworth Rd
203-012S	Links Main Campus	2020	1115 E Ocotillo
203-027P	Links South Well	2020	1115 E Ocotillo
203-112P	Shea 400A VFD & Rework Well Pd	2020	35952 N Kenworthy Rd

Church Farms East Well and Pump Station



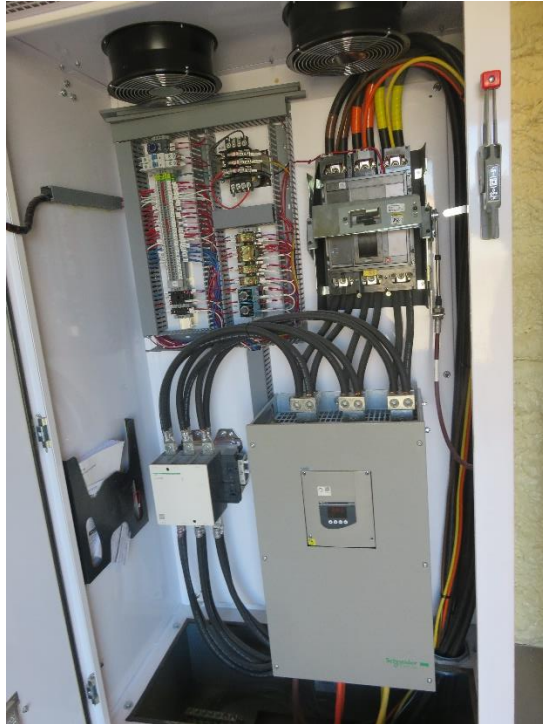
Links North Booster Station



Links North Well Site



Links South Well Site





ATTACHMENT 1: AUTHORIZATION TO SUBMIT RESPONSE AND REQUIRED CERTIFICATIONS

By signing below, the Respondent hereby certifies that:

- * They have read, understand, and agree that acceptance by TOWN of the Respondent's RESPONSE by the award and execution of a contract will create a binding contract; and
- * They agree to fully comply with all terms and conditions as set forth in the TOWN Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement;

The person signing the Response certifies that he/she is the person in the Respondent's organization responsible for, or authorized to make, decisions.

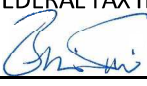
The Respondent is a corporation or other legal entity.

No attempt has been made or will be made by the Respondent to induce any other Respondents or person to submit or not to submit a Response in response to this RFP.

The price (if any) and terms and conditions in this Response are valid for 180 days from the date of submission.

Swain Electric, Inc.

RESPONDENT SUBMITTING RESPONSE

<u>756 N Monterey St</u>	<u>Gilbert, AZ 85233</u>	<u>480-832-3299</u>
ADDRESS	CITY STATE ZIP CODE	TELEPHONE
<u>86-0661495</u>	<u>brian@swainelectric.com</u>	
FEDERAL TAX ID NUMBER	EMAIL	
<u></u>		<u>6/7/21</u>
AUTHORIZED SIGNATURE		DATE
<u>Brian Swain, Vice President</u>		
PRINTED NAME AND TITLE		



ATTACHMENT 2: ADDENDUM ACKNOWLEDGMENT

Receipt by the undersigned of the following addenda is hereby acknowledged:

Addendum Number: 1 Dated: May 12, 2021

Addendum Number: 2 Dated: May 25, 2021

Addendum Number: 3 Dated: _____

Addendum Number: 4 Dated: _____

Addendum Number: 5 Dated: _____

Addendum Number: 6 Dated: _____

Swain Electric, Inc.
(Respondent)

Brian Swain
(Print Name)

Vice President
(Print Title)


(Signature Required)

brian@swainelectric.com
(Email Address)

756 N Monterey St
(Address Line 1)

Gilbert, AZ 85233
(Address Line 2)

480-832-3299
(Phone)

480-832-6233
(Fax)

86-0661495
(Federal Taxpayer ID Number)



ATTACHMENT 3: ORGANIZATIONAL INFORMATION

The Respondent shall use this document to describe the background of its company.

1. Name of Respondent: Swain Electric, Inc.
dba: _____
2. To whom should correspondence regarding this contract be addressed?
Individual's Name: Brian Swain
Company Name: Swain Electric, Inc.
Address: 756 N Monterey St
City/State/Zip: Gilbert, AZ 85233
Phone: 480-832-3299 Fax: 480-832-6233 Email address: brian@swainelectric.com
Contact Person (if different from above): _____
3. Date business was established: 1986
4. Ownership (e.g., public company, partnership, subsidiary): S Corp
5. Primary line of business: Electrical Contractor
6. Total number of employees: 60
7. Is your agency acting as the administrative agent for any other agency or organization? No
If yes, describe the relationship in both legal and functional aspects.
8. Does the organization have any uncorrected audit exceptions? No
If yes, please explain.
9. Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program? No

If yes, please explain.
10. Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, Financial Officers, major stockholders or those with controlling interest)? No

If yes, please explain:



ATTACHMENT 4: REFERENCE FORM

Submitting Firm: Swain Electric, Inc.

TOWN requires a minimum of three (3) and a maximum of five (5) references from recently completed projects, which are similar to this RFP.

1. Company Name: Nestle Purina Petcare Company
- Contact Person: Colby Huffmon
- Address: 4700 E Nestle Purina Ave, Flagstaff, AZ 86004
- Phone Number: 928-255-2148
- Email Address: Colby.Huffmon@purina.nestle.com
- Bid # or Project #: F4564742525
- Budget: \$198,411
- Date of Completion: 04/30/2021

Brief Project Description (clearly identify similarities to the supplies being proposed in the RESPONSE):

201-115PX Slurry Hard Rock
Owner - Nestle Purina Petcare Company

This project was undertaken to remove old and install upgraded industrial manufacturing equipment used in the manufacture of pet food. The industrial equipment installed included metering pumps with variable frequency drives, pressure sensors, level sensors, high limit switches, temperature sensors, agitators, pressure release valves and flow meters. The project milestones were completed on time except for a delay in delivery of some of the the equipment that the customer provided. Once we received this equipment from the customer, the project proceeded on-time and was completed on budget.



ATTACHMENT 4: REFERENCE FORM

Submitting Firm: Swain Electric, Inc.

TOWN requires a minimum of three (3) and a maximum of five (5) references from recently completed projects, which are similar to this RFP.

1. Company Name: MGC Contractors, Inc.

Contact Person: Bryan Forster

Address: PO Box 61748, Phoenix, AZ 85082

Phone Number: 602-695-3652

Email Address: bforster@mgccontractors.com

Bid # or Project #: 4-16-164000

Budget: \$582,898

Date of Completion: 3/31/2021

Brief Project Description (clearly identify similarities to the supplies being proposed in the RESPONSE):

9538PX - MG Storage Tnk/Booster Pump St
GC - MGC Contractors
Owner - Town of Queen Creek

This project was to install a new 1 Million gallon water storage tank with a booster pump station and well. Scope of project included installing 600A MCC, transformer, field instrumentation, conduit, wire and grounding. The electrical scope of this project was completed on time. There were 7 change orders on this job, two of which were deductive change orders that exceeded the amount of the additive change orders. Therefore the project cost came in under the original budget.



ATTACHMENT 4: REFERENCE FORM

Submitting Firm: Swain Electric, Inc.

TOWN requires a minimum of three (3) and a maximum of five (5) references from recently completed projects, which are similar to this RFP.

1. Company Name: Hunter Contracting Co.

Contact Person: Ryan Hayes

Address: 701 N Cooper Rd, Gilbert, AZ 85233

Phone Number: 480-869-2429

Email Address: ryan.hayes@huntercontracting.com

Bid # or Project #: 20409-01

Budget: \$346,171

Date of Completion: 12/30/2020

Brief Project Description (clearly identify similarities to the supplies being proposed in the RESPONSE):

203-035PX OU2 Injection Well
GC - Hunter Contracting
Owner - Freescale Semiconductor

Installed remediation treatment injection wells at semiconductor facility. Installation included new SES and MCC lineup, well pump RTU, conduit and conductors for two 150hp injection wells. The project included several change orders for unforeseen items outside of original scope that the customer decided to add. These amounted to about 6% of original contract amount. Despite the changes the project was completed on schedule.



ATTACHMENT 4: REFERENCE FORM

Submitting Firm: Swain Electric, Inc.

TOWN requires a minimum of three (3) and a maximum of five (5) references from recently completed projects, which are similar to this RFP.

1. Company Name: EPCOR Water Arizona

Contact Person: Jonathan Pitney

Address: 2355 W Pinnacle Peak Rd, Ste 300, Phoenix, AZ 85027

Phone Number: 480-450-9962

Email Address: JPitney@epcor.com

Bid # or Project #: 207328

Budget: \$62,321

Date of Completion: 06/30/2021

Brief Project Description (clearly identify similarities to the supplies being proposed in the RESPONSE):

203-057PX Mojave Gateway Well Upgrade
Customer - EPCOR Water Arizona

Municipal well site project consisting of rehabilitation of existing well with a new RTU. Additional equipment was requested by customer outside of original scope and even with the change the project was completed on schedule.

ATTACHMENT 5: Demonstrated Approach to Providing Services

A. Outline your firms approach for completion of services:

Response:

Swain Electric utilizes an enterprise resource planning (ERP) software plus sound management practices to effectively coordinate projects. Using information from the ERP system, Swain Electric's management team meets at least weekly to review project schedules, labor resources, material levels, and equipment allocation. In order to ensure that materials are available, Swain Electric maintains relationships with multiple major electric supply houses and orders project materials in ample time to meet project requirements. In addition, the Company stores materials in its warehouse and when supply chain conditions are at risk, such as during the Covid-19 pandemic, on hand supply inventories are increased to mitigate against possible supplier delays.

B. How would your firm ensure work is completed upon the quoted timeframe?

Response:

Once a quoted project is approved, the project is actively managed by an assigned project manager. The project manager obtains necessary resources, assigns a qualified foreman, and regularly coordinates with the management team to keep sufficient staff assigned to the project. As a debt free organization, Swain Electric maintains sufficient liquidity to purchase materials and supplies so as to avoid project delays due to insufficient resources. To protect its labor force, Swain Electric employs the highest standards of safety. This includes adopting recommended protocols to protect against airborne pathogens, which has minimized labor disruptions and allowed the Company to complete its projects on time throughout the Covid-19 pandemic.



ATTACHMENT 6: EXCEPTIONS TO RFP REQUIREMENTS AND/OR CONTRACT PROVISIONS

Respondents must use this section to state any exceptions to the RFP requirements and/or any requested language changes to the terms and conditions, contract, etc.

This is the only time Respondents may contest these issues. Requests for changes after the date Responses are due will not be considered and could subject the Respondent to non-award on grounds of non-responsiveness.

Please sign and include this statement with your Response.

I have read TOWN' Contract Provisions and:

- ☒ I accept them
- ☐ I have stated my exceptions and have included them in this Response.

Brian Swain

Printed Name of Authorized Individual

A handwritten signature in blue ink, appearing to read "B. Swain", is written over a horizontal line.

Signature of Authorized Individual

Swain Electric, Inc.

Name of Submitting Firm

6/7/21

Date



ATTACHMENT 7: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Since the TOWN is subject to Arizona's Public Records Act, Title 39 Chapter 1 of the Arizona Revised Statutes, Respondent is advised that any documents it provides to the TOWN in response to a solicitation will be available to the public if a proper Public Records Request is made, except that the TOWN is not required to disclose or make available any record or other matter that reveals proprietary information provided to the TOWN by a Respondent that is from a non-governmental source. See A.R.S. § 48-5541.01(M)(4)(b).

Pursuant to the TOWN Procurement Code (HS-104, Confidential or Proprietary Information), any specific documents or information that the Firm deems to be proprietary and/or confidential must be clearly identified as such in the firm along with justification for its proprietary and/or confidential status.

The Firm may not claim that the entire RESPONSE or the entire submission is proprietary and/or confidential. It is the Firm's responsibility to clearly identify each document and each piece of information in their submission that is proprietary and/or confidential. The final determination of nondisclosure, however, rests with the Procurement Officer.

Firms should be aware that if a Court determines that the Firm's information is not proprietary and/or confidential; the TOWN will be required to disclose such information pursuant to a public records request. In such cases, the firm understands and agrees that the TOWN shall comply with the Court's determination and Respondent shall not hold TOWN liable for any costs, damages or claims whatsoever related to releasing the information.

This is the only notice that will be given to Respondents regarding the Firm's responsibility to clearly identify its proprietary and/or confidential information. If a public records request is submitted to the TOWN and the Respondent did not clearly identify its proprietary and/or confidential information at the time their RESPONSE is submitted, the TOWN will not provide Firm with any subsequent notice or opportunity to identify proprietary and/or confidential documents or information.

I hereby certify that I acknowledge acceptance of the terms above and that I have:

- ☒ Determined that no documents or information contained within this RESPONSE are proprietary and/or confidential in nature.
- ☐ Clearly identified specific documents or information that are deemed to be proprietary and/or confidential and have justified the reason for the proprietary status of any identified documents or information contained herein.

Brian Swain

Printed Name of Authorized Individual

A handwritten signature in blue ink, appearing to read "Brian Swain", is written over a horizontal line.

Signature of Authorized Individual

Swain Electric, Inc.

Name of Submitting Firm

6/7/21

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Swain Electric, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

756 N Monterey St

6 City, state, and ZIP code

Gilbert, AZ 85233

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 6 - 0 6 6 1 4 9 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1/11/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



ATTACHMENT 9: LEGAL WORKER CERTIFICATION

As required by A.R.S. § 41-4401, TOWN is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by TOWN. TOWN retains the right to inspect the records of the below Respondent, subcontractors and sub-subcontractors employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractors and sub-subcontractors who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Swain Electric, Inc.
(Respondent)

Brian Swain
(Print Name)

Vice President
(Print Title)


(Signature Required)

brian@swainelectric.com
(Email Address)

6/7/21
(Date)

756 N Monterey St
(Address Line 1)

Gilbert, AZ 85233
(Address Line 2)

480-832-3299
(Phone)

480-832-6233
(Fax)

86-0661495
(Federal Taxpayer ID Number)



ATTACHMENT 11: CONFLICT OF INTEREST CERTIFICATION

The undersigned certifies that to the best of his/her knowledge: (**check only one**)

- (x) There is no officer or employee of Town of Queen Creek who has, or whose relative has, a substantial interest in any contract resulting from this request.
- () The names of any and all public officers or employees of Town of Queen Creek who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

Swain Electric, Inc.

(Firm)

A handwritten signature in blue ink, appearing to read "Brian Swain", is written over a horizontal line.

(Signature Required)

756 N Monterey St, Gilbert, AZ 85233

(Address)

480-832-3299

(Phone)

Brian Swain

(Print Name)

brian@swainelectric.com

(Email)

Vice President

(Print Title)

86-0661495

(Federal Taxpayer ID Number)



ATTACHMENT 12: ANTI-LOBBYING CERTIFICATION
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Federal Acquisition Regulation ("FAR"), 52.203-11:

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

<u>Swain Electric, Inc.</u>	<u>756 N Monterey St, Gilbert, AZ 85233</u>
(Firm)	(Address)
	
<u>480-832-3299</u>	
(Signature Required)	(Phone)
<u>Brian Swain</u>	<u>brian@swainelectric.com</u>
(Print Name)	(Email)
<u>Vice President</u>	<u>86-0661495</u>
(Print Title)	(Federal Taxpayer ID Number)
Date: <u>6/7/21</u>	



ATTACHMENT 13: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

In accordance with the Federal Acquisition Regulation, 52.209-5:

1. The Offeror certifies, to the best of its knowledge and belief, that:
 - A. The Offeror and/or any of its Principals:
 - (i) (Check one) **Are** () or **are not** (x) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) is at <http://epls.arnet.gov> on the Web.)
 - (ii) (Check one) **Have** () or **have not** (x), within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (iii) (Check one) **Are** () or **are not** (x) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - B. The Offeror (Check one) **has** () or **has not** (x), within a three-year period preceding this RESPONSE, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
3. This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
4. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. The certification in paragraph 1 above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Respondent knowingly rendered an erroneous



certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Swain Electric, Inc.
(Firm)

Brian Swain
(Print Name)

Vice President
(Print Title)


(Signature Required)

brian@swainelectric.com
(Email Address)

6/7/21
(Date)

756 N Monterey St
(Address Line 1)

Gilbert, AZ 85233
(Address Line 2)

480-832-3299
(Phone)

480-832-6233
(Fax)

86-0661495
(Federal Taxpayer ID Number)



ATTACHMENT 14: INSURANCE REQUIREMENTS

*Any Respondent awarded a contract subsequent to this solicitation will be expected, upon request by the Town, to submit the forms in this **Attachment** as a condition of the Contract, in addition to acknowledging the insurance requirements on this **Attachment** and submitting this signed **Attachment** as part of their Response.*

INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS

1. The Consultant shall secure and maintain during the life of this Contract, the insurance coverage set forth in this Attachment 15, which shall include statutory workman's compensation, comprehensive general and automobile liability, Consultant's liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000.00) combined single limit. The Consultant's general liability limits shall be no less than one million dollars (\$1,000,000.00) for each occurrence and one million dollars (\$1,000,000.00) policy aggregate naming the Town as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1,000,000.00). In other than errors and omissions professional liability, and workman's compensation, the Town shall be named as an additional insured. All insurance coverage shall be written through carriers licensed in Arizona, or on an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A or better through Lloyd's of London. Should coverage be written on a claims-made basis, the Consultant shall provide, prior to commencement of any work, an initial certificate of insurance evidencing required coverage limits from date of contract execution through date of policy expiration. Subsequently, a certificate of insurance or a renewal quotation accompanied by evidence of premium payment shall be presented a minimum of thirty (30) days prior to date of expiration of current certificate. Such certificate or evidence of continuous coverage shall be provided on a periodic basis for a minimum of two (2) years after completion of contract, and shall contain a certification that the claims period for such insurance is retroactive to the effective date of this Contract. In the event the Consultant fails to provide such certificate of coverage retroactive to the beginning date of this Contract, the Town may, but shall not be required to, purchase insurance, if available, to protect itself against any losses which would have been covered by the errors and omissions policy Consultant is required to maintain under this Article. If the Town elects to purchase the insurance under this provision, Consultant shall be liable to the Town for all costs incurred by the Town for purchasing such insurance.
2. The Consultant shall submit to the Town a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph **within ten (10) days** of award of this Contract. Insurance evidenced by the certificate shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer. The amount of any errors and omissions deductible shall be stated on the face of the certificate. The Contract Administrator may require the Consultant to furnish a financial statement establishing the ability of Consultant to fund the deductible. If in the sole judgment of the Contract Administrator the financial statement does not establish the Consultant's ability to fund the deductible, and no other provisions acceptable to the Contract Administrator are made to assure funding of the deductible, the Contract Administrator may, in his/her sole discretion, terminate this Contract and the Town will have no further obligation to the Consultant.
3. Additional Insurance Requirements: The Consultant is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and



maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract subject to at least 30 days written notice. The Consultant shall require any and all subcontractors to maintain insurance as required herein naming Town and Consultant as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Consultant's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Consultant shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Consultant waives all rights of subrogation or similar rights against Town, its council members, agents, representatives, officers, officials, and employees. All insurance policies, except Workers' Compensation required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, Town of Queen Creek, its council members, agents, representatives, officers, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

Swain Electric, Inc.
(Firm)

A handwritten signature in blue ink, appearing to read "Brian Swain", is written over a horizontal line.

(Signature Required)

756 N Monterey St, Gilbert, AZ 85233
(Address)

480-832-3299
(Phone)

Brian Swain
(Print Name)

brian@swainelectric.com
(Email)

Vice President
(Print Title)

86-0661495
(Federal Taxpayer ID Number)

Date: 6/7/21



ATTACHMENT 15: PROPOSAL PRICING

NOTE: LABOR WILL BE BASED ON HOURLY RATES UNLESS OTHERWISE SPECIFIED. Hourly rates shall include all applicable charges. The Town does not pay travel time to and from the work site. If any of the services are subcontracted, provide subcontractor information on Vendor Questionnaire. Payment and Performance Bonding will be required on all construction projects.

ELECTRICIAN

1. LABOR RATE:

* See Proposal #8233

STRAIGHT TIME: \$ 79.00* PER HOUR

STRAIGHT TIME HOURS: From: 5:00 A.M. To: 5:00 P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime/weekend/holiday per hour:

2. LABOR RATE FOR OVERTIME/WEEKEND/HOLIDAY:

OVERTIME/WEEKEND/HOLIDAY RATE: \$ 106.50-132.00* PER HOUR.

OVERTIME/WEEKEND/HOLIDAY HOURS: From: 5:00 P.M. To: 5:00 A.M. Monday – Sunday

HELPER

1. LABOR RATE:

* See Proposal #8233

STRAIGHT TIME: \$ 55.00* PER HOUR

STRAIGHT TIME HOURS: From: 5:00 A.M. To: 5:00 P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime/weekend/holiday per hour:

2. LABOR RATE FOR OVERTIME/WEEKEND/HOLIDAY:

OVERTIME/WEEKEND/HOLIDAY RATE: \$ 74.50-92.00* PER HOUR.

OVERTIME/WEEKEND/HOLIDAY HOURS: From: 5:00 P.M. To: 5:00 A.M. Monday – Sunday

Clarification - Swain Electric does not feel that "Helpers" are the safest or best option for industrial electrical projects. We therefore do not use "Helpers". We do utilize journeyman and apprentice electricians on our projects. The journeyman will also have a service truck stocked with the necessary tools, equipment, and material to effectively and efficiently address the various electrical needs. The pricing rates on this sheet for "Helper" are the rates for an apprentice electrician which is also reflected in the Proposal #8233.



ELECTRICIAN/HELPER COMBINATION

1. ONE (1) ELECTRICIAN AND ONE (1) HELPER COMBINATION LABOR RATE: * See Proposal #8233

STRAIGHT TIME: \$ 134.00* PER HOUR

STRAIGHT TIME HOURS: From: 5:00 A.M. To: 5:00 P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime/weekend/holiday per hour:

2. ONE (1) ELECTRICIAN AND ONE (1) HELPER COMBINATION LABOR RATE FOR OVERTIME/WEEKEND/HOLIDAY:

OVERTIME/WEEKEND/HOLIDAY RATE: \$ 181.00-224.00* PER HOUR.

OVERTIME/WEEKEND/HOLIDAY HOURS: From: 5:00 P.M. To: 5:00 A.M. Monday – Sunday

OPTIONAL: SCADA PRICING

1. LABOR RATE: * See Proposal #8233

STRAIGHT TIME: \$ 135.00* PER HOUR

STRAIGHT TIME HOURS: From: 5:00 A.M. To: 5:00 P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime/weekend/holiday per hour:

2. LABOR RATE FOR OVERTIME/WEEKEND/HOLIDAY:

OVERTIME/WEEKEND/HOLIDAY RATE: \$ 200.00-270.00* PER HOUR.

OVERTIME/WEEKEND/HOLIDAY HOURS: From: 5:00 P.M. To: 5:00 A.M. Monday – Sunday

EQUIPMENT/OTHER ASSOCIATED COST(S)

Provide a list for the cost of equipment that may be used to perform work. You may provide an additional attachment for a full list of pricing on equipment use.

* See Proposal #8233

Item No.	Description:	Hourly Rate/Fee:
1.	Back Hoe	\$420 Day/\$1075 Week *



2.	Water Truck	\$450 Day/\$1200 Week *
3.	Ext Reach Forklift	\$450 Day/\$1200 Week *
4.	Water Wagon	\$200 Day/\$475 Week *
5.	Jumping Jack (compaction tamper)	\$200 Day/\$475 Week *

MATERIALS

Materials shall be at Contractor's actual cost plus 10 % (not to exceed 10%). No markups will be paid on delivery charges for parts shipped to Contractor or for unauthorized outside labor. Contractor shall provide evidence of purchased price for all repair parts to be marked up.

SUBCONTRACTED SERVICES

Proposed markup for subcontracted services not identified, shall be at Contractor's actual cost plus 7.5 % (not to exceed 10%). Contractor shall provide evidence of invoice for all services to be marked up.

RESPONSE TIME

1. RESPONSE TIME, STANDARD: 2 HOUR(S)
2. RESPONSE TIME, EMERGENCY: 1 MINUTES/HOURS(S) (Maximum of two (2) HOURS per Scope of Services, Section 6.b.)

Note: If a project is funded utilizing WIFA funding, Davis Bacon requirements apply and labor rates/fringes would have to comply.

Swain Electric, Inc.
(Firm)


(Signature Required)

Brian Swain
(Print Name)

Vice President
(Print Title)

Date: 6/9/2021

756 N Monterey St, Gilbert, AZ 85233
(Address)

480-832-3299
(Phone)

brian@swainelectric.com
(Email)

86-0661495
(Federal Taxpayer ID Number)



SWAIN ELECTRIC INC.

PROPOSAL

#8233

June 9, 2021

Town of Queen Creek

Time and Material rates for electric installations and/or service work:

Electrician classification	Standard time	Over time	Double time
Apprentice	\$ 55.00	\$ 74.50	\$ 92.00
Journeyman Electrician w/ truck	\$ 79.00	\$ 106.50	\$ 132.00
SCADA services	\$ 135.00	\$ 200.00	\$ 270.00

Regular time: Monday – Friday (8 hours per day between 5:00am – 5:00pm)
Overtime: Saturday or hours beyond 40 hours in a week, or 8 hours in a day
Double time: Sundays & Holidays
Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve & Christmas Day

First electrician on job would be a Journeyman with a service truck

The use of Swain Electric tools & equipment that are on the service truck are included in the hourly manpower rates.

Below are equipment rental rates:

Construction equipment	1 day	1 week	1 month
Back Hoe	\$420	\$1,075	\$2,775
Water Truck	\$450	\$1,200	\$3,100
Ext Reach Forklift	\$450	\$1,200	\$3,100
Water Wagon	\$200	\$475	\$1,275
Jumping Jack (compaction tamper)	\$200	\$475	\$1,275

Rates do not include any engineering costs, permit fees, any other fees or sales tax

756 N. Monterey, Ste. A Gilbert, Arizona 85233 (480) 832-3299 Fax (480) 832-6233
Lic: C-11 ROC090429, L-11 ROC090437, A-17 ROC106533
www.swainelectric.com



TOWN OF QUEEN CREEK, ARIZONA
22358 S. Ellsworth Road
Queen Creek, Arizona 85142
Phone: 480-358-3000

REQUEST FOR PROPOSAL

RFP No. 21-012

FOR
ELECTRICAL SERVICES

Due Date & Time

Thursday, June 10, 2021

3:00 PM, AZ Time



**REQUEST FOR PROPOSALS
ELECTRICAL SERVICES
RFP No. 21-012**

RFP ISSUANCE DATE: May 6, 2021

SUBMITTAL DUE DATE AND TIME: June 10, 2021 at 3:00 P.M. AZ time

SUBMITTAL LOCATION: One (1) electronic, editable pdf version of the Response shall be submitted electronically to the Town. You may submit your proposal by the due date and time through the following link: <https://queencreek.sharefile.com/r-r6223b7364a5842ca89f58943ba048abb>

All Responses must be submitted through the above link. NO EMAILED, FAXED, MAILED OR HAND-DELIVERED SUBMITTALS WILL BE ACCEPTED.

QUESTIONS:

Tim Kincaid
Procurement Officer
Phone: (480) 528-3186
Email address: tim.kincaid@queencreek.org

All questions must to be submitted via email only by 5:00 PM, May 24, 2021. Answers to questions and other clarifications will be in an Addenda issued through the Town of Queen Creek Website.

PRE-SUBMITTAL MEETING:

No pre-submittal meeting is scheduled for this Solicitation.

ONE-STEP PROCESS:

This is a one-step solicitation. The successful Respondent, if any, will be selected at the end of the RFP process.



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**SECTION I: LEGAL ADVERTISEMENT
FOR RFP NO. 21-012
ELECTRICAL SYSTEMS**

NOTICE IS HEREBY GIVEN that the Town of Queen Creek, Arizona will receive sealed Proposals for Electrical Services RFP No. 21-012.

Project Summary: The Town of Queen Creek is seeking licensed electrical Contractor(s) who are certified and registered with the Arizona Registrar of Contractors to perform services outlined within this specification to trouble shoot, repair electrical problems and new install and construction. The services are to be performed on an as needed basis.

Proposals:

The Town will accept sealed proposals on or before 3:00 P.M. local time on Thursday, June 10, 2021. You may submit your proposal by the due date and time through the link provided in the Request for Proposal No. 21-012. Proposals must include all information items listed in the Request for Proposal (RFP). Proposals received after the date and time prescribed for the opening of proposal, or not submitted in the designated manner, will not be accepted, opened, or considered. NO EMAILED, FAXED, MAILED OR HAND-DELIVERED SUBMITTALS WILL BE ACCEPTED.

The RFP documents be obtained from the Town of Queen Creek's website at <http://www.queencreek.org/departments/finance-/procurement/bids-rfq.s>.

Each Proposal shall be in accordance with specifications and instructions contained therein. The Town of Queen Creek reserves the right to accept or reject any or all responses and to waive informalities.

PUBLISHED:

Arizona Republic: May 6 and 13, 2021



SECTION II: PROCUREMENT SCHEDULE

Procurement Schedule for this RFP (all dates are approximate) and may be changed by Addendum:

- | | |
|--|---|
| A. RFP issued | Date set forth on Page 2 of this RFP |
| B. Questions due to Procurement Office | Date and time set forth on Page 2 of this RFP |
| D. Response due | Date and time set forth on Page 2 of this RFP |

SECTION III: INSTRUCTIONS TO RESPONDENTS

INSTRUCTION 1: DEFINED AND CONTROLLING TERMS

- 1.01 Definitions: Terms used in this RFP have the meanings indicated in the Contract, the General Conditions, the Project Specifications, Special Provisions, and Contract Documents, as applicable. Additional terms used in this RFP have the meanings indicated below:
- A. "Firm" shall mean each or any of the individuals, firms, partnerships, joint ventures, corporations or other legal entities submitting their qualifications in response to this RFP.
 - B. "General Conditions" mean the General Conditions adopted by TOWN and which apply to all TOWN construction projects.
 - C. "TOWN" shall mean the Town of Queen Creek.
 - D. "Procurement Policy" shall mean the Town of Queen Creek Procurement Policy which governs this procurement and is incorporated in this RFP by this reference.
 - E. "Project" shall mean the Project set forth in Section IV Project Description set forth below.
 - F. "Respondent" shall have the same meaning as "Firm".
 - G. "Response" or "Submittal" shall mean the RESPONSE.
 - H. "Site" shall mean the physical location where the Project is located and any ancillary or adjacent areas to be utilized by Contractor and/or Town in relation to the Project.
 - I. "RESPONSE" shall mean a response submitted in response to this RFP.



INSTRUCTION 2: MINIMUM REQUIREMENTS OF RESPONDENTS

- 2.01 Legal Worker Certification: To ensure TOWN's compliance with A.R.S. § 41-4401, every Respondent must comply with A.R.S. § 23-214(A) and all federal immigration laws and regulations that relate to its employees, and each Respondent must certify its compliance by completing, signing and returning the form provided as **Attachment 9** hereto.
- 2.02 No Israel Boycott: To the extent possible, TOWN is prohibited by A.R.S. § 35-393.01 from entering into a contract with any company for construction or other services unless the contract with the company includes a written certification that the company is not currently engaged in, and will not, for the duration of the contract, engage in, a boycott of Israel. By submitting a Response, a Respondent represents to TOWN that it is not currently engaged in a boycott of Israel and that it will agree to language in the contract prohibiting any such boycott for the duration of the contract.
- 2.03 Insurance: Respondent must have or obtain within the time period set by the Town, the Insurance coverages and certifications and fully comply with the insurance requirements set forth in **Attachment 14** to this RFP.
- 2.04 Failure to Meet Minimum Requirements: Any violation or failure to meet the requirements of this Instruction 2 may, at the sole option of TOWN, cause a Response to be considered non-responsive and/or the Respondent being deemed non-responsible resulting in the rejection of the Response, and may result in cancellation or termination of the resultant Contract if discovered after the Contract has been awarded.

INSTRUCTION 3: ACCEPTANCE OF CONTRACT DOCUMENTS

- 3.01 Contract Documents: The Contract Documents may include, without limitation, this RFP, any addenda to this RFP issued by TOWN, the Response of the successful Respondent, the Contract Documents, and such other terms as TOWN determines are in its best interest and appropriate for the Project.
- 3.02 Prior Contracts Not Applicable: Any previous agreements, contracts, or other documents, which have been executed between the Respondent and TOWN, if any, are not applicable to this RFP or any resultant contract.

INSTRUCTION 4: RESPONDENTS' PRE-SUBMITTAL OBLIGATIONS AND REPRESENTATIONS

- 4.01 Respondent's Obligations: It is the responsibility of each Respondent before submitting an Response to:
- A. Examine and carefully study the RFP, and any data and reference items identified in the Proposal Documents;



- B. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Services;
 - C. Consider the information known to Respondent itself; information commonly known to contractors or suppliers doing business in the locality of the TOWN; the RFP; and the specifications identified in the RFP, with respect to the effect of such information and documents on: (1) the cost, progress, and performance of the Services; (2) the means, methods, techniques, and procedures to be employed by Respondent; and (3) safety precautions and programs;
 - D. Become aware of the general nature of the Services to be performed by Respondent that relates to the Services as indicated in the RFP;
 - E. Promptly give the TOWN written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the RFP and confirm that the written resolution thereof by TOWN is acceptable to Respondent; and
 - F. Determine that the RFP is generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Services.
 - G. Federal Requirements: Respondent agrees, when supplying material and/or services on any Water Infrastructure Finance Authority of Arizona Clean Water Revolving Fund Drinking Water Revolving Fund (WIFA) assisted projects to comply with the requirements as outlined in Exhibit B.
- 4.02 Respondent's Representations: By signing and submitting its Response, Respondent represents, certifies and agrees that:
- A. Respondent has complied with every requirement of this Instruction and the RFP;
 - B. The submission of the Response did not involve collusion or other anti-competitive practices;
 - C. The Respondent shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246;
 - D. The Respondent has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted Response;
 - E. Failure to sign the Response, or the falsity of a statement in a signed Response, shall void the submitted Response or any resulting contracts, and the Respondent may be disbarred;
 - F. The Respondent is current in all obligations due to TOWN, if any;



- G. Based on the information and observations referred to in the preceding Instruction 4.01, that at the time of submitting its Response no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Response and that Respondent has the financial, bonding (if required), technical and resource capacity and capability to fully and timely perform the scope of services in accordance with the other terms and conditions of the RFP and the Contract Documents; and,
- H. There will be no subsequent financial or time adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

INSTRUCTION 5: PREPARATION OF RESPONSE

- 5.01 Response Contents: All Responses shall include all of the information, documents, Attachments and other items set forth in Section VI Response Contents below, fully completed. In the case of any conflict between this Instruction 5 and the requirements set forth in Section VI, Section VI shall control.
- 5.02 Simple and Clear: Responses should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Response must display clearly and accurately the capability, knowledge, experience and capacity of the Firm to meet all of the requirements of this RFP including those set forth in Section V Scope of Services and respond to the evaluation criteria in Section VII Evaluation of this RFP.
- 5.03 Proposal Format and Length: All Responses must be in ink or typewritten and there is no page count for this solicitation.
- 5.04 Contract Exceptions: The Respondent shall clearly identify any/all exceptions to the RFP specifications or contract terms on **Attachment 6**. This is the only means for a Respondent to identify any/all exceptions to the specifications in this RFP.
- 5.05 Public Record/Confidential Information:
 - A. All Responses submitted in response to this RFP, whether or not accepted by TOWN, shall become a matter of public record available for review, subsequent to the award notification, in accordance with TOWN' Procurement Policy.
 - B. If a person believes that a response, offer, specification, or protest contains information that should be withheld as proprietary or confidential, a statement advising TOWN of this fact shall accompany the submission and the information shall be identified on **Attachment 7**.
 - C. The information identified by the person as confidential shall not be disclosed until TOWN makes a written determination whether the information must be disclosed under Arizona law. If TOWN determines that the information must be disclosed, TOWN will provide the Respondent with notice of such fact, and that the Respondent



has five (5) days within which to file a legal action protesting the planned disclosure. If no legal action is taken within the time specified, TOWN will disclose the information and will not be responsible for any claims or losses arising from or related to such disclosure.

- 5.06 Signature: The Response shall be submitted with an original ink signature by a person authorized to sign the offer. If the Respondent is a corporation or other legal entity, the Response must be signed in the legal name of the corporation followed by the name of the state of incorporation or organization and the legal signature of an officer or other person authorized to bind the corporation or other legal entity to a contract. Unsigned Responses will be considered nonresponsive and will be rejected.
- 5.07 Time: Periods of time, stated as number of days, shall be calendar days.
- 5.08 Modifications: Erasures, interlineations, or other modifications in the Response shall be initialed in original ink by the authorized person signing the Response. No Response shall be altered, amended, or withdrawn after the specified due date and time.
- 5.09 No Reimbursement: TOWN shall not reimburse the cost of developing, presenting, submitting or providing any Response to this solicitation, or any other costs or expenses of any Respondent.

INSTRUCTION 6: ERRORS, INQUIRIES AND ADDENDA

- 6.01 Errors: It is the responsibility of all Respondents to examine the entire RFP package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Response. Negligence or errors in preparing a Response confers no right of withdrawal or correction after Response due date and time.
- 6.02 Notice of Errors: Should a Respondent find any ambiguity, conflict, inconsistency, omission or other error in the RFP or should the Respondent be in doubt as to its meaning, he or she shall at once notify the contact person listed on page 2 of this RFP, via email only, and ask that the RFP be clarified or modified. If prior to the date fixed for submission of Responses, a Respondent knows of or should have known of an error in the RFP, but fails to notify TOWN of the error, the Respondent shall bid at its own risk, and if awarded the contract shall not be entitled to additional compensation or time by reason of the error or its later correction.
- 6.03 Questions: All questions regarding the contents of this solicitation and the solicitation process (including requests for ADA accommodations), shall be directed to the contact person listed, via email only, and shall be submitted no later than the stated deadline for submitting questions on page 2 of this RFP. Questions improperly submitted and/or received by TOWN after the deadline may not be answered.
- 6.04 Answers: Answers to the written questions or requests for clarification or modification of the RFP submitted by Respondents, as well as any other changes to the RFP, will be



provided in the form of Addenda via the Town's Procurement website: <https://www.queencreek.org/departments/finance-/procurement/bids-RFPs>.

- 6.05 Correspondence: Any correspondence related to the RFP should refer to the appropriate RFP number and title, page and paragraph number. However, the Respondent shall not place the RFP number and title on the outside of any envelope containing questions since such an envelope may be identified as a sealed Response and may not be opened until after the official RFP due date and time.
- 6.06 Addendum: It is each Respondent's obligation to assure that it has received and reviewed all Addenda issued. Each Respondent shall acknowledge receipt of Addenda by completing, signing and including **Attachment 2** in the Response. Failure by a Respondent to acknowledge receipt of all Addenda may result in that Respondent's Response being deemed non-responsive and possibly rejected. Addenda acknowledgement returned to TOWN separately from a Response will not be accepted.

INSTRUCTION 7: RESPONSE SUBMITTAL, DUE DATE AND TIME

- 7.01 Submittal: One (1) electronic, editable pdf version of the Response shall be submitted electronically to the Town. You may submit your proposal by the Due Date and Time through the following link:
- <https://queencreek.sharefile.com/r-r6223b7364a5842ca89f58943ba048abb>
- 7.02 Due Date and Time: Respondents must submit their Response by the Due Date and Time as set forth on page 2 of this RFP. Responses will be accepted by the Town until the Due Date and Time specified.
- 7.03 Timely Delivery: It is the responsibility of the Respondent to ensure on-time submittal of the Response by the Due Date and Time as set forth on page 2 of this RFP. Please allow sufficient amount of time to upload your bid to ensure that it is received by the Town by the Due Date and Time. Late Responses shall not be considered under any circumstances.
- NO EMAILED, FAXED, MAILED OR HAND-DELIVERED SUBMITTALS WILL BE ACCEPTED.**
- 7.04 Late Responses: Any Response or other Response received after the Due Date and Time will be rejected as non-responsive.

INSTRUCTION 8: WITHDRAWAL OF RESPONSE

At any time prior to the specified Response Due Date and Time, a Respondent may withdraw the Response in person or by submitting a request in writing or via e-mail to the contact person whose name appears on page 2 of this RFP. Any request to withdraw a Response must be made by a duly authorized representative of the Respondent.



INSTRUCTION 9: REPONSE OPENING

Responses shall be opened at the time and place designated in this RFP. The name of each Respondent shall be publicly read and recorded in the presence of a witness. All other information received in response of this RFP shall be shown only to TOWN personnel having legitimate interest in the evaluation process. After award of the contract, the successful Responses and the evaluation documentation shall be open for public inspection.

INSTRUCTION 10: TOWN RESERVED RIGHTS

Notwithstanding any other provision of this RFP, TOWN expressly reserves the right to:

- A. Extend the date by which Responses are due;
- B. Withhold the award or cancel this RFP for any reason TOWN determines;
- C. Reject any or all Responses, in whole or in part;
- D. Waive any immaterial defect, irregularity or informality in any Response;
- E. Reissue an RFP;
- F. Unless the Respondent states otherwise, award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to TOWN. If a Respondent's Response is an "all or nothing" offer, it must be expressly so indicated in the Response; and/or
- G. Exercise any and/or all other rights available to TOWN under the terms of the RFP, the Procurement Code, at law, or in equity.

INSTRUCTION 11: ADDITIONAL PROHIBITIONS AND RESTRICTIONS

- 11.01 Interest in More Than One Response: No person, firm, partnership, joint venture, corporation or other legal entity shall be permitted to submit more than one (1) Response for the same Project. A person, firm, partnership, joint venture, corporation or other legal entity that has submitted a sub-consultant Response to a Respondent is disqualified from submitting a Response for the Project as a Respondent. A person, firm, partnership, joint venture, corporation or other legal entity shall be allowed to submit a sub-consultant Response to more than one (1) Respondent.
- 11.02 Lobbying/Influence/Gratuities: As prescribed in Article 11 of the TOWN Procurement Policy, any attempt to influence an employee or agent to breach the TOWN Ethical Code of Conduct, or any unethical conduct, may be grounds for Disbarment or Suspension under Article 6.
 - A. An attempt to influence includes, but is not limited to:



1. Any Respondent, or any agent, representative or affiliate of a Respondent, offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy, that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind. Paying the expense of normal business meals, which are generally made available to all eligible persons, shall not be prohibited by this provision.
 2. Any communication regarding this solicitation for the purpose of influencing the process or the award, between any Respondent, or any agent, representative or affiliate of a Respondent, and TOWN, including but not limited to TOWN's Council, officers, employees, and/or consultants hired to assist in the solicitation, is prohibited.
- B. This prohibition is imposed from the time of the first public notice of the solicitation until TOWN cancels the solicitation, rejects all responses, awards a contract, or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any public meeting of the TOWN Council.
- C. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation, or to TOWN-initiated communications, made for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of Responses, presentations if provided for in the solicitation, requests for Best and Final Responses, contract negotiations, interviews, protest/appeal resolution, or surveying nonresponsive Respondents.
- 11.03 Excluded Information: Respondents shall not submit to, or communicate in any way with TOWN regarding, information on fees, price (hourly rates), man-hours or any other cost information. Arizona law prohibits TOWN from considering any information on fees, price (hourly rates), man-hours or any other cost information during the Request for Proposals competition when selection is based on qualifications only. Accordingly, any Response that contains any information of this type will be deemed nonresponsive, will not be considered and the Response will be returned to the Respondent. This exclusion of information applies to the Response, to any interview and to all other aspects of the RFP competition.
- 11.04 Restriction on Communications: Respondents and members of their teams shall not communicate concerning this RFP with the TOWN Project Executive, any TOWN Consultant or Program Manager, Selection Committee members, or employees of TOWN, except as stipulated in Inquiries and Addenda above. A Respondent's failure to abide by this requirement may result in rejection of a Response.
- 11.05 Disbarment/Clarification: A Respondent (including each of its principals) who is currently disbarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Response rejected. TOWN reserves the right to obtain Respondent



clarifications where necessary to arrive at a full and complete understanding of Respondent's service, product, and/or Response. Clarification means a communication with a Respondent for the sole purpose of eliminating ambiguities in the Response and does not give Respondent an opportunity to revise or modify its Response.

11.06 All Remedies Available: With regard to any violation of any of the provisions of this Instruction 11, TOWN expressly reserves the right to pursue any and all remedies available to it under the TOWN Procurement Policy/Code, at law or in equity, including, but not limited to, the following:

- A. Any violation of this Section discovered before an award of the resultant contract may, in TOWN's sole discretion, subject a Respondent to a warning letter, rejection of its Response, or disbarment, depending on the nature of the violation.
- B. If a violation of this Section is discovered after the resultant contract has been awarded, TOWN may, by written notice to the Respondent, cancel the resultant contract. In the event TOWN cancels the resultant contract pursuant to this provision, TOWN shall be entitled, in addition to any and all other available rights and remedies, to withhold or recover from the Respondent the amount of any gratuity provided and any and all incidental and/or consequential damages incurred by TOWN as a result of the violation.

INSTRUCTION 12: ACCEPTANCE PERIOD

- 12.01 In order to allow for an adequate evaluation, TOWN requires all Responses to be valid and irrevocable for one hundred and eighty (180) days after the opening time and date and each Respondent agrees that it will hold open its Response for such period.
- 12.02 No contract or agreement, expressed or implied, shall exist between TOWN and any Respondent, or be binding on TOWN, before formal approval by the TOWN Council and the execution of the resulting written contract by both parties.
- 12.03 If agreement on the terms of a resultant Contract cannot be reached after a period deemed reasonable by TOWN in its sole discretion, TOWN may negotiate and enter a Contract with any other Respondent who submitted a timely and responsive Response to this RFP, as provided by law.

INSTRUCTION 13: EVALUATION

Evaluation of timely and responsive Responses submitted by responsible Respondents shall be based upon the evaluation process and criteria set forth in Section VII to this RFP.



INSTRUCTION 14: PROTESTS

TOWN believes that it can best maintain its reputation for treating firms, contractors, etc., in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If a Respondent believes that TOWN has fallen short of these goals, it may submit a written protest pursuant to the TOWN Procurement Policy, Article 8, Section 8-101.

INSTRUCTION 15: COOPERATIVE PURCHASING AGREEMENTS

- 15.01 An award of contract resulting from this RFP may be extended for use to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within the RFP who wish to cooperatively use the contract are subject to the approval of the Respondent.
- 15.02 The Town is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, school districts, cities, and other agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. Town shall not be responsible for any disputes, damages, losses or liabilities arising out of transactions made by others.

SECTION IV – PROJECT DESCRIPTION

- 4.1 The Town of Queen Creek is seeking licensed electrical Contractor(s) who are certified and registered with the Arizona Registrar of Contractors to perform services outlined within this specification to new construction, modifications, retrofit, upgrade, maintenance, troubleshooting and repair. The services are to be performed on an as needed basis.
- 4.2 The Town intends to create a contract with one or more prequalified contractors to meet the needs of the solicitation requirements. The Town does not guarantee a minimum or maximum number of assigned price quotes for services and reserves the right to publicly advertise a project rather than select a firm(s) from the qualified list. The Town also reserves the right to direct select a firm(s) in accordance with the Town's Purchasing Policy.

SECTION V – SCOPE OF SERVICES

1. **Project Description:** The Town of Queen Creek is seeking a licensed electrical Contractor(s) who is certified and registered with the Arizona Registrar of Contractors to perform services



outlined within this specification to new construction, modifications, retrofit, upgrade, maintenance, troubleshooting and repair. The services are to be performed on an as needed basis.

2. **Background:** Town of Queen Creek Water Division services approximately 70 square miles, with approximately 22,000 service connections, with well and storage facilities) consisting of the following (but not limited to):

- a. 25 Potable wells
- b. 5 Irrigation wells
- c. 15 Storage facilities
- d. 71 Booster Pumps
- e. Remote operation and monitoring via SCADA system

These facilities contain motors ranging from 3 Horse Power (HP) to 700 HP. Sites utilize both single and three phase power with a voltage range from 100 volts to 480 volts. Sites also contain all the necessary service entrances, starters, and other controls necessary to operate a water system. Contractor must be capable of making repairs to submersible sewage pumps ranging from 2 HP to 600 HP. Due to the critical need for rapid response time on some occasions and because Town staff will visit the Contractor's shop to perform acceptance tests, the Contractor's repair facility must be within the Phoenix Metropolitan area. The Contractor must be capable of designing, building, and installing upgrades to existing electrical services, starters, Variable Frequency Drives and other components as necessary for the Town to continue to deliver the water as required by the system. Contractor must have a clear understanding of municipal water and waste water systems, Supervisory Control and Data Acquisition (SCADA) operations, and Remote Telemetry Units (RTU).

The Town will provide the Contractor as much lead-time as possible to start a field job. However in some instances for emergency repair, the Contractor must respond within two (2) hours. Electric motor repair usually can be completed during normal working hours, but if the Town deems it necessary, over time will be authorized and the Contractor must be capable of working overtime until the repairs are completed.

3. **Scope:** Provide professional electrical repair and installation services on an as needed basis in accordance with departmental specifications, the NEC (National Electric Code) and all other applicable code requirements.

- a. The Contractor(s) awarded this contract shall have expertise in small D.C. voltage through 480/277 Volt AC. The firm shall also have documented experience with VFD units and may be required to provide SCADA telemetry services and troubleshooting for PLC based systems.
- b. The Contractor will be required to obtain any and all electrical permits, which may be required to facilitate the requirements of this specification. Permits issued by the Town of Queen Creek will be obtained at no cost to the Contractor(s).



- c. Town of Queen Creek business license is required to work within town limits.
 - d. Any additional services by Facilities that include but not limited to: Town Facility and Park electrical repairs, maintenance, troubleshooting, and unexpected minor renovations (interior and exterior).
 - e. Additional electrical services may be requested by other departments on an as needed basis. Such services may include, but not limited to sewer lift stations and pump stations.
4. **Workmanship and Materials:** Workmanship and materials must be acceptable to Town staff or the designated representative. The Contractor shall furnish the best in class materials and perform the best in class workmanship in all projects. If any unsatisfactory materials or non-workmanship methods are detected, Town staff, or the designated representative, may instruct the Contractor to utilize acceptable materials and/or methods and perform in the manner expected. Failure of Town staff or the designated representative to instruct the Contractor to perform properly will not relieve the Contractor from his obligations to perform good workmanship practices.

Town staff or the designated representative may reject any and all work performed by the Contractor and any materials used if, in the opinion of Town staff, substandard workmanship has been performed or if materials do not meet specifications or are considered inferior.

5. **Warranty:** Contractor warrants that sound engineering and construction principles and practices will be used in the performance of the work; and that Contractor shall apply to the work that degree of skill, care, judgment and supervision necessary to assure that work shall be of the highest quality, with proper workmanship, fit (suitable and sufficient) for the purpose intended and in accordance with the best practices of the trade. Contractor further warrants that the work shall fulfill the terms of all special guarantees established by the contract and that the work shall be free from defects due to faulty materials, equipment or workmanship until the expiration of one year from the date of completion and acceptance of the work.

If in the event of any of the foresaid warranties are not fulfilled, Contractor guarantees to promptly reimburse the Town for its cost of making suitable repairs or replacement or, at the Town's option, the Contractor shall promptly make suitable repairs or replacements at Contractor's own expense.

In either case, the Contractor shall also pay for any resulting damage to other property and work caused by Contractor's breach of any of the aforementioned warranties or guaranties.

The Contractor must guarantee all new work for one year.

6. **Work Estimates, Response and Completion Time:**

- a. Prior to the Contractor performing any repair work, the Contractor may be required to provide the Town a written report including condition of equipment, recommended repairs and cost of repairs, at the discretion of Town Representative. Contractor will be allowed to remove and disassemble the equipment prior to providing the Town written estimate. For scheduled projects, the written estimate will be required within 48 hours after equipment has been removed. Contractor will be required to repair and reinstall equipment



within seven (7) working days from approval of the work to be done, based on parts availability.

In a situation that the Town feels is an emergency, the Contactor must respond immediately. On-site assessment of the needed repairs shall be required within two (2) hours after notification.

- b. The Contractor MUST have electricians available on a 24 hour day call basis, seven (7) days per week. The response time for emergency service, as reported by the Town, will be within two (2) hours. All others within four (4) hours, unless otherwise agreed to between the Town and the Contractor. Contractor must have sufficient staff on hand to provide 24 hour emergency repair for equipment that is time sensitive. Emergency requests by the Town of Queen Creek Utilities are of extreme importance as it directly affects the utility's ability to protect the public health, environment and provide adequate fire protection to the citizens of Queen Creek. Time is of the essence in the performance of this work, therefore, if the Contractor does not respond in a timely manner according to the response time documented on the proposal form, the Town may, at its option, perform the work and charge the Contractor accordingly or have the work completed by others.
 - c. Contractor shall provide written repair estimates for all repairs or emergency repairs as may be required. Estimates shall be based on time and material charges. Contractor must inform the Town's Representative of the repair estimate and obtain authorization to proceed. Contractor shall provide evidence of purchased price for all repair parts to be marked up.
 - d. Approval of Work: Work orders must be signed, dated and acknowledged by the Town Representative. The Town will not be held responsible for work that is completed without signed work orders, except in the case of an emergency call-out for repair.
 - e. The Town reserves the right to seek quotes or pricing verification from the other contracted vendors. The Town also reserves the right to competitively quote, among the awarded Contractor's, any project it feels necessary and especially those projects totaling over \$25,000.00 and to award that project to the Contractor with the best price who best meets the time constraints.
7. **Site Restoration:** The Contractor shall clean, repair, re-coat and restore all pipe work and equipment, which may become damaged as a result of handling by the Contractor, to match the existing paint and coatings on all above ground facilities. All work shall be cleaned and disinfected in conformance with the minimum requirements of the Maricopa County Department of Environmental Services for potable water facilities. Any damage caused by the Contractor to site perimeter fencing and related structures shall be restored to a pre-construction condition. Site grading including decomposed granite surfacing shall be restored to a pre-construction condition.
8. **Inspection of Work:** All work performed by the Contractor will be subject to inspection by Town staff or the designated representative. Town staff or the designated representative will be given access to all work in progress at any time. It will not be required that the Contractor be notified of any inspection action. During the course of the repair, the Town reserves the right to consult or retain the services of a third party Contractor or engineer to help determine



if the repair is made using timely, efficient and correct methods per UL, AWWA, NSF and Hydraulic Institute Standards where applicable. If the determination is made that the methods used are not proper, the Town reserves the right to cancel the repair, without charge, or cancel the contract and charge the Contractor for the consultant's time.

9. **Delay of Work:** If any work being performed by the Contractor is unnecessarily or unreasonable delayed, Town staff has the option to employ persons, machinery and materials in addition to those being used by the Contractor to complete the work required. The expenses of such actions are to be charged to the Contractor.
10. **Lock Out Tag Out:** Contractor is responsible for having qualified personnel to properly lock out/tag out electrical and mechanical equipment. Contractor's personnel will be responsible for properly disconnecting and reconnecting electrical and mechanical equipment as required in the completion of work.
11. **Safety:** The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.
12. **Transformer Repair and Service:**
 - a. All work will be performed with in-house staff, repair personnel and service personnel.
 - b. Contractor shall have a turns ration tester.
 - c. Contractor shall have a history of all fluid transactions to prevent any exposure to PCB fluids.
 - d. Contractor will have the proper equipment to make repairs and to test for acceptable performance acceptable to current applicable industry standards.
 - e. Contractor to provide written reports for the repaired equipment.
13. **Electric Motor Repairs:**
 - a. All repairs must have a quality control report with each invoice.
 - b. Teardown and testing prior to repair.
 - c. All motors must be Vacuum Pressure Impregnation (VPI) tested to insure core plate insulation and electrical and mechanical requirements.
 - d. All mechanical surfaces will be returned to factory specifications.
 - e. All bearings will be those recommended by the manufacturer.
 - f. All gaskets and sight glasses will be repaired.
 - g. All rotors balanced to 2/10 of one mil minimum.



- h. All rotors will be tested for open rotor bars and end rings.
- i. All rotor shafts will be sonic tested for signs of fractures.
- j. All parts will be cleaned and primed before assembly.
- k. Stators will be tested at line voltage and surge tested prior to treatment.
- l. All laminations must be core tested and a computerized test report supplied to the owner on energy efficient motors. These tests must be performed during the repair process to insure efficiency is NOT affected and a loss over manufacturer specifications does not occur due to the repair.
- m. Repaired motors will be tested at line voltage, checked for vibration, and NO load current.

14. Inventory and Replacement Parts:

- a. The price to be paid to the Contractor by the Town for parts used in authorized repairs will be billed at the invoice price multiplied by the "cost plus" figure determined by the Contractor's proposal to the Town. Any invoices submitted in this matter must have copies attached of the Contractor's invoices for the outside services Vendor attached. All materials must meet all manufacturers' specifications, UL, AWWA, NSF and Hydraulic Institute Standards where applicable.

The Contractor may be required to provide pricing of repair parts for specific jobs prior to the Town authorizing purchase of the parts from the Contractor. The Town reserves the right to purchase motors and other related equipment directly from the manufacturer or from other vendors if it is in the Town's best interest.

The Town reserves the right to direct the Contractor as to where to send electrical and mechanical equipment for repairs.

- b. If the Contractor responds to a service call and cannot perform the work due to the lack of parts and equipment, the Town will not be billed for service/emergency call.
- c. The Town will have the sole decision as to any acceptable alternate product.

15. All invoices must include a minimum of the following:

- a. Full description of work performed.
- b. Purchase Order Number and Contract Number.
- c. Date of the service call/repair.
- d. Total hours incurred and labor rate. Labor rates shall start upon arrival at the job site and end upon completion of work at the job site.
- e. Itemized list of materials. Contractor shall provide evidence of purchased price for all parts to be marked up, including copies of outside vendor invoices.

Invoices submitted to the Town of Queen Creek will only be paid for actual services performed and not based off work orders, quotes or estimates, after review and approval of the Daily Task Reports. Quotes or estimates are used by the Town of Queen Creek for



project review and budgetary purposes only. Please be sure to reference the contract number and Purchase Order number on all invoices to ensure timely payment.

16. The Contractor will dispose of all light fixtures/lamps that are replaced, including fluorescent, HID lamps, Mercury Vapor, High Pressure Sodium, etc.
17. The removal and disposal of any electrical panels/transformers is the responsibility of the Contractor.
18. Contractor(s) must list all subcontractors that will be used in performing work as a result of this contract.
19. The Electrical Contractor shall be licensed in the State of Arizona with classes C11, A17 and/or A. Provide current license with offer.
20. **Optional SCADA Services:** At times, the Town may request services for SCADA and PLC troubleshooting. Provide SCADA telemetry and PLC services available through Contractor or Subcontractor in Vendor Questionnaire section.

SECTION VI – RESPONSE CONTENTS

6.1 Cover Letter and Minimum Qualifications:

Letter of Introduction on company letterhead (cover sheet), which includes the name, address, title, telephone number and email address of the primary contact and summarizes your interest in the work. Acknowledgement that the firm confirms that all elements of the RFP have been read and understood and your firm adheres to the terms and conditions of the contract and quote process as outlined in Section VIII.

A. Professional Standing:

1. The Arizona Corporation Commission shall properly have certified the Supplier/Vendor for corporation and limited liability companies.
2. The Supplier must be properly registered and licensed at the time of submission and throughout the life of any resultant contract.

B. Financial Stability:

1. Copies of audited financial statements are not required with the Submittal. Prior to the final selection, TOWN reserves the right to require a Respondent to provide a copy of the Respondent's financial statements for the previous two fiscal years.

6.2 Relevant Experience and Performance: Respondent shall have a minimum of five (5) years successful experience providing services as outlined in this RFP. Please provide a minimum of three (3) but no more than five (5) references of comparable contracts as outlined in Attachment 4 – References.

6.3 Demonstrated Approach to Providing Services: (In Attachment #5)



- A. Outline your firm's approach for completion of services
- B. How would your firm ensure work is completed upon the quoted timeframe?

6.4 Past Town / Institutional Experience:

- A. Town reserves the right to consider historic information and facts, whether gained from the Offeror's submittal, references, or other sources and the views of the evaluator(s) with prior Contract or other service delivery experience

6.5 Required Forms: The following Forms must be included in the Response and unless otherwise indicated, are not included in the page count:

- A. Authorization to Submit Response and Required Certifications (**Attachment 1**);
- B. Addendum Acknowledgement (if no Addendum issued insert "None") (**Attachment 2**);
- C. Organizational Information (**Attachment 3**);
- D. References (**Attachment 4**); (2 page limit per reference)
- E. Demonstrated Approach to Providing Services (**Attachment 5**) (2 page limit)
- F. Exceptions to RFP Requirements and/or Contract Provisions (**Attachment 6**);
- G. Proprietary and/or Confidential Information (**Attachment 7**);
- H. Vendor Registration Form/Taxpayer I.D. Number (**Attachment 8**);
- I. Legal Worker Certification (**Attachment 9**);
- J. Non-Collusion Affidavit (**Attachment 10**);
- K. Conflict of Interest Certification (**Attachment 11**);
- L. Anti-Lobbying Certification (**Attachment 12**);
- M. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (**Attachment 13**);
- N. Insurance Requirements (**Attachment 14**)
- O. Pricing Proposal (**Attachment 15**)

6.6 Required Contents of the Response: The following must be submitted as required under INSTRUCTION 7 above:

- A. One (1) electronic, editable pdf. Version of the Response shall be submitted as set forth on Page 2 of this RFP.

6.7 Other Forms/Attachments:

- A. The Exhibits and all other forms or attachments provided are for reference only and should not be included in the Response.



SECTION VII – EVALUATION

- 7.1 Most Advantageous to Town: Pursuant to Town Purchasing Policy, evaluation of Responses and award of the Contract(s) will be made with reasonable promptness to the Respondent whose Response best conforms to the Scope of Services and will be most advantageous to the Town with respect to qualifications, conformity to Scope of Services and other factors.
- 7.2 Evaluation Criteria for Responses and Scoring: Award(s) shall be made to the responsive, responsible Respondent whose Response is determined in writing to be the most advantageous to the Town. The Town of Queen Creek shall evaluate the qualifications based upon an overall best value determination with the following criteria listed below in relative order of importance.
- A. Cover Letter & Minimum Qualifications
 - B. Relevant Experience and Performance
 - C. Demonstrated Approach to Providing Services
 - D. Pricing Proposal
 - E. Past Town / Institutional Experience
- 7.3 **Additional Information:** Additional information or may be required as a part of the selection process.
- 7.4 **Selection Process:**
- A. During the evaluation process, the Town will evaluate each Response to determine which Respondent(s) (if any) are best qualified to provide the required Services specified in this RFP.
 - B. It is anticipated that multiple firms will be selected for award.

SECTION VIII – CONTRACT AWARD AND QUOTE PROCESS

- 8.1 **Notice of Intent to Award:**



- A. The TOWN will issue a Notice of Intent to Award, and if applicable Notices of the Intent Not to Award to all or to some Respondents. Town reserves the right to cancel this RFP, to reject any or all Responses, and to waive or decline to waive any irregularities in any submitted Responses, or to withhold the award for any reason it may determine in the best interest of the Town.
 - B. The selected Firms will be invited to review and execute the TOWN Contract with TOWN. Contracts will be for a period of one (1) year from the date of award. The TOWN has the option, in the TOWN's sole discretion to renew the contract for four (4) additional one-year periods. If the contract is renewed, the total length of the contract shall not exceed five (5) years. Any of the one (1) year contracts may be unilaterally extended by the TOWN for a period of thirty-one (31) days. Please note that establishment of a Contract does not obligate TOWN to award projects.
- 8.2 **Form of Contract:** Successful Firms will be required to execute the Contract with TOWN. Once the Contract is executed, individual price quotes will be issued as needed. TOWN Contract forms are subject to revision without notice.
- 8.3 **Delivery of Documents / Insurance Requirements:**
- A. Every Firm TOWN issues a contract to shall, within five (5) days after notice of award, deliver to TOWN signed copies of the contract as well as all required insurance certificates.
 - B. All contracts must be supported by insurance certificates in a form satisfactory to TOWN. Certificates must reference the TOWN Contract Number and Contract Name. All certificates of insurance will be reviewed and approved by TOWN before firms may proceed with services. Failure or refusal to furnish required insurance certificates in a form satisfactory to TOWN will result in rejection of any proposed contract. Once a firm has an open-end agreement with TOWN, annual renewal certificates are required as stated in Attachment 14– Insurance Requirements.
- 8.4 **Vendor Registration:** All vendors/contractors are encouraged to register in the TOWN's Vendor Portal, create a company profile, and supply company-level data by TOWN's third party partner, Public Purchase.
- 8.5 **Individual Quote Request Process:**
- A. Town staff will send a Price Quote request through email to awarded Contractors. The Contractors shall have 48 hours to respond to the Price Quote request.



- B. Quotes shall specify services, supplies including any manufacturer, part number and/or any relevant information and shall be valid and firm for 30 days. Contractor will provide Town with all manufacturers' warranties prior to acceptance of material.
- C. Quote responses that include non-approved services/products or are unclear in what is to be supplied will be rejected. All prices quoted shall be FOB Destination Freight Prepaid, unless noted otherwise.
- D. The Supplier(s) meeting specifications and offering the overall best price and value will be notified of the award and a formal purchase order shall follow.
- E. Emergency Purchase: The Town reserves the right to purchase services/materials under contract directly from any awarded vendor in accordance with the Town's Purchasing Policy.



ATTACHMENT 1: AUTHORIZATION TO SUBMIT RESPONSE AND REQUIRED CERTIFICATIONS

By signing below, the Respondent hereby certifies that:

- * They have read, understand, and agree that acceptance by TOWN of the Respondent's RESPONSE by the award and execution of a contract will create a binding contract; and
- * They agree to fully comply with all terms and conditions as set forth in the TOWN Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement;

The person signing the Response certifies that he/she is the person in the Respondent's organization responsible for, or authorized to make, decisions.

The Respondent is a corporation or other legal entity.

No attempt has been made or will be made by the Respondent to induce any other Respondents or person to submit or not to submit a Response in response to this RFP.

The price (if any) and terms and conditions in this Response are valid for 180 days from the date of submission.

RESPONDENT SUBMITTING RESPONSE

ADDRESS

CITY STATE ZIP CODE

TELEPHONE

FEDERAL TAX ID NUMBER

EMAIL

AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE



ATTACHMENT 2: ADDENDUM ACKNOWLEDGMENT

Receipt by the undersigned of the following addenda is hereby acknowledged:

Addendum Number: 1 Dated: _____

Addendum Number: 2 Dated: _____

Addendum Number: 3 Dated: _____

Addendum Number: 4 Dated: _____

Addendum Number: 5 Dated: _____

Addendum Number: 6 Dated: _____

(Respondent)

(Address Line 1)

(Print Name)

(Address Line 2)

(Print Title)

(Phone)

(Signature Required)

(Fax)

(Email Address)

(Federal Taxpayer ID Number)



ATTACHMENT 3: ORGANIZATIONAL INFORMATION

The Respondent shall use this document to describe the background of its company.

1. Name of Respondent: _____
dba: _____
2. To whom should correspondence regarding this contract be addressed?

Individual's Name: _____
Company Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____ Email address: _____
Contact Person (if different from above): _____
3. Date business was established: _____
4. Ownership (e.g., public company, partnership, subsidiary): _____
5. Primary line of business: _____
6. Total number of employees: _____
7. Is your agency acting as the administrative agent for any other agency or organization? _____
If yes, describe the relationship in both legal and functional aspects.
8. Does the organization have any uncorrected audit exceptions? _____
If yes, please explain.
9. Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program? _____

If yes, please explain.
10. Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, Financial Officers, major stockholders or those with controlling interest)? _____

If yes, please explain:



ATTACHMENT 4: REFERENCE FORM

Submitting Firm: _____

TOWN requires a minimum of three (3) and a maximum of five (5) references from recently completed projects, which are similar to this RFP.

1. Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Email Address: _____

Bid # or Project #: _____

Budget: _____

Date of Completion: _____

Brief Project Description (clearly identify similarities to the supplies being proposed in the RESPONSE):

2. [Same]

3. [Same]



ATTACHMENT 6: EXCEPTIONS TO RFP REQUIREMENTS AND/OR CONTRACT PROVISIONS

A. Outline your firm's approach for completion of services:

Response:

B. How would your firm ensure work is completed upon the quoted timeframe?

Response:



ATTACHMENT 6: EXCEPTIONS TO RFP REQUIREMENTS AND/OR CONTRACT PROVISIONS

Respondents must use this section to state any exceptions to the RFP requirements and/or any requested language changes to the terms and conditions, contract, etc.

This is the only time Respondents may contest these issues. Requests for changes after the date Responses are due will not be considered and could subject the Respondent to non-award on grounds of non-responsiveness.

Please sign and include this statement with your Response.

I have read TOWN' Contract Provisions and:

- ☐ I accept them
- ☐ I have stated my exceptions and have included them in this Response.

Printed Name of Authorized Individual

Name of Submitting Firm

Signature of Authorized Individual

Date



ATTACHMENT 7: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Since the TOWN is subject to Arizona's Public Records Act, Title 39 Chapter 1 of the Arizona Revised Statutes, Respondent is advised that any documents it provides to the TOWN in response to a solicitation will be available to the public if a proper Public Records Request is made, except that the TOWN is not required to disclose or make available any record or other matter that reveals proprietary information provided to the TOWN by a Respondent that is from a non-governmental source. See A.R.S. § 48-5541.01(M)(4)(b).

Pursuant to the TOWN Procurement Code (HS-104, Confidential or Proprietary Information), any specific documents or information that the Firm deems to be proprietary and/or confidential must be clearly identified as such in the firm along with justification for its proprietary and/or confidential status.

The Firm may not claim that the entire RESPONSE or the entire submission is proprietary and/or confidential. It is the Firm's responsibility to clearly identify each document and each piece of information in their submission that is proprietary and/or confidential. The final determination of nondisclosure, however, rests with the Procurement Officer.

Firms should be aware that if a Court determines that the Firm's information is not proprietary and/or confidential; the TOWN will be required to disclose such information pursuant to a public records request. In such cases, the firm understands and agrees that the TOWN shall comply with the Court's determination and Respondent shall not hold TOWN liable for any costs, damages or claims whatsoever related to releasing the information.

This is the only notice that will be given to Respondents regarding the Firm's responsibility to clearly identify its proprietary and/or confidential information. If a public records request is submitted to the TOWN and the Respondent did not clearly identify its proprietary and/or confidential information at the time their RESPONSE is submitted, the TOWN will not provide Firm with any subsequent notice or opportunity to identify proprietary and/or confidential documents or information.

I hereby certify that I acknowledge acceptance of the terms above and that I have:

- ☐ Determined that no documents or information contained within this RESPONSE are proprietary and/or confidential in nature.
- ☐ Clearly identified specific documents or information that are deemed to be proprietary and/or confidential and have justified the reason for the proprietary status of any identified documents or information contained herein.

Printed Name of Authorized Individual

Name of Submitting Firm

Signature of Authorized Individual

Date



ATTACHMENT 8: TAXPAYER I.D. NUMBER

Document follows.



Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.		Give Form to the requester. Do not send to the IRS.																																																						
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																										
2 Business name/disregarded entity name, if different from above																																																										
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																						
	5 Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)																																																						
	6 City, state, and ZIP code																																																									
	7 List account number(s) here (optional)																																																									
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																										
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																										
Sign Here		Signature of U.S. person ▶		Date ▶																																																						
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																										

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)



ATTACHMENT 9: LEGAL WORKER CERTIFICATION

As required by A.R.S. § 41-4401, TOWN is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by TOWN. TOWN retains the right to inspect the records of the below Respondent, subcontractors and sub-subcontractors employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractors and sub-subcontractors who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

(Respondent)

(Address Line 1)

(Print Name)

(Address Line 2)

(Print Title)

(Phone)

(Signature Required)

(Fax)

(Email Address)

(Federal Taxpayer ID Number)

(Date)



ATTACHMENT 11: CONFLICT OF INTEREST CERTIFICATION

The undersigned certifies that to the best of his/her knowledge: (**check only one**)

- () There is no officer or employee of Town of Queen Creek who has, or whose relative has, a substantial interest in any contract resulting from this request.
- () The names of any and all public officers or employees of Town of Queen Creek who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

(Firm)

(Address)

(Signature Required)

(Phone)

(Print Name)

(Email)

(Print Title)

(Federal Taxpayer ID Number)



ATTACHMENT 12: ANTI-LOBBYING CERTIFICATION
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Federal Acquisition Regulation ("FAR"), 52.203-11:

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(Firm)	(Address)
(Signature Required)	(Phone)
(Print Name)	(Email)
(Print Title)	(Federal Taxpayer ID Number)

Date: _____



ATTACHMENT 13: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

In accordance with the Federal Acquisition Regulation, 52.209-5:

1. The Offeror certifies, to the best of its knowledge and belief, that:
 - A. The Offeror and/or any of its Principals:
 - (i) (Check one) **Are** () or **are not** () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) is at <http://epls.arnet.gov> on the Web.)
 - (ii) (Check one) **Have** () or **have not** (), within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (iii) (Check one) **Are** () or **are not** () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - B. The Offeror (Check one) **has** () or **has not** (), within a three-year period preceding this RESPONSE, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
3. This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
4. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. The certification in paragraph 1 above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Respondent knowingly rendered an erroneous



certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(Firm)

(Address Line 1)

(Print Name)

(Address Line 2)

(Print Title)

(Phone)

(Signature Required)

(Fax)

(Email Address)

(Federal Taxpayer ID Number)

(Date)



ATTACHMENT 14: INSURANCE REQUIREMENTS

*Any Respondent awarded a contract subsequent to this solicitation will be expected, upon request by the Town, to submit the forms in this **Attachment** as a condition of the Contract, in addition to acknowledging the insurance requirements on this **Attachment** and submitting this signed **Attachment** as part of their Response.*

INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS

1. The Consultant shall secure and maintain during the life of this Contract, the insurance coverage set forth in this Attachment 15, which shall include statutory workman's compensation, comprehensive general and automobile liability, Consultant's liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000.00) combined single limit. The Consultant's general liability limits shall be no less than one million dollars (\$1,000,000.00) for each occurrence and one million dollars (\$1,000,000.00) policy aggregate naming the Town as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1,000,000.00). In other than errors and omissions professional liability, and workman's compensation, the Town shall be named as an additional insured. All insurance coverage shall be written through carriers licensed in Arizona, or on an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A or better through Lloyd's of London. Should coverage be written on a claims-made basis, the Consultant shall provide, prior to commencement of any work, an initial certificate of insurance evidencing required coverage limits from date of contract execution through date of policy expiration. Subsequently, a certificate of insurance or a renewal quotation accompanied by evidence of premium payment shall be presented a minimum of thirty (30) days prior to date of expiration of current certificate. Such certificate or evidence of continuous coverage shall be provided on a periodic basis for a minimum of two (2) years after completion of contract, and shall contain a certification that the claims period for such insurance is retroactive to the effective date of this Contract. In the event the Consultant fails to provide such certificate of coverage retroactive to the beginning date of this Contract, the Town may, but shall not be required to, purchase insurance, if available, to protect itself against any losses which would have been covered by the errors and omissions policy Consultant is required to maintain under this Article. If the Town elects to purchase the insurance under this provision, Consultant shall be liable to the Town for all costs incurred by the Town for purchasing such insurance.
2. The Consultant shall submit to the Town a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph **within ten (10) days** of award of this Contract. Insurance evidenced by the certificate shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer. The amount of any errors and omissions deductible shall be stated on the face of the certificate. The Contract Administrator may require the Consultant to furnish a financial statement establishing the ability of Consultant to fund the deductible. If in the sole judgment of the Contract Administrator the financial statement does not establish the Consultant's ability to fund the deductible, and no other provisions acceptable to the Contract Administrator are made to assure funding of the deductible, the Contract Administrator may, in his/her sole discretion, terminate this Contract and the Town will have no further obligation to the Consultant.
3. Additional Insurance Requirements: The Consultant is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and



maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract subject to at least 30 days written notice. The Consultant shall require any and all subcontractors to maintain insurance as required herein naming Town and Consultant as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Consultant's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Consultant shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Consultant waives all rights of subrogation or similar rights against Town, its council members, agents, representatives, officers, officials, and employees. All insurance policies, except Workers' Compensation required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, Town of Queen Creek, its council members, agents, representatives, officers, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

_____	_____
(Firm)	(Address)
_____	_____
(Signature Required)	(Phone)
_____	_____
(Print Name)	(Email)
_____	_____
(Print Title)	(Federal Taxpayer ID Number)
Date: _____	



ATTACHMENT 15: PROPOSAL PRICING

NOTE: LABOR WILL BE BASED ON HOURLY RATES UNLESS OTHERWISE SPECIFIED. Hourly rates shall include all applicable charges. The Town does not pay travel time to and from the work site. If any of the services are subcontracted, provide subcontractor information on Vendor Questionnaire. Payment and Performance Bonding will be required on all construction projects.

ELECTRICIAN

1. LABOR RATE:

STRAIGHT TIME: \$_____ PER HOUR

STRAIGHT TIME HOURS: From: _____ A.M. To: _____ P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime/weekend/holiday per hour:

2. LABOR RATE FOR OVERTIME/WEEKEND/HOLIDAY:

OVERTIME/WEEKEND/HOLIDAY RATE: \$_____ PER HOUR.

OVERTIME/WEEKEND/HOLIDAY HOURS: From: _____ P.M. To: _____ A.M. Monday – Sunday

HELPER

1. LABOR RATE:

STRAIGHT TIME: \$_____ PER HOUR

STRAIGHT TIME HOURS: From: _____ A.M. To: _____ P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime/weekend/holiday per hour:

2. LABOR RATE FOR OVERTIME/WEEKEND/HOLIDAY:

OVERTIME/WEEKEND/HOLIDAY RATE: \$_____ PER HOUR.

OVERTIME/WEEKEND/HOLIDAY HOURS: From: _____ P.M. To: _____ A.M. Monday – Sunday



ELECTRICIAN/HELPER COMBINATION

1. ONE (1) ELECTRICIAN AND ONE (1) HELPER COMBINATION LABOR RATE:

STRAIGHT TIME: \$ _____ PER HOUR

STRAIGHT TIME HOURS: From: _____ A.M. To: _____ P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime/weekend/holiday per hour:

2. ONE (1) ELECTRICIAN AND ONE (1) HELPER COMBINATION LABOR RATE FOR OVERTIME/WEEKEND/HOLIDAY:

OVERTIME/WEEKEND/HOLIDAY RATE: \$ _____ PER HOUR.

OVERTIME/WEEKEND/HOLIDAY HOURS: From: _____ P.M. To: _____ A.M. Monday – Sunday

OPTIONAL: SCADA PRICING

1. LABOR RATE:

STRAIGHT TIME: \$ _____ PER HOUR

STRAIGHT TIME HOURS: From: _____ A.M. To: _____ P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime/weekend/holiday per hour:

2. LABOR RATE FOR OVERTIME/WEEKEND/HOLIDAY:

OVERTIME/WEEKEND/HOLIDAY RATE: \$ _____ PER HOUR.

OVERTIME/WEEKEND/HOLIDAY HOURS: From: _____ P.M. To: _____ A.M. Monday – Sunday

EQUIPMENT/OTHER ASSOCIATED COST(S)

Provide a list for the cost of equipment that may be used to perform work. You may provide an additional attachment for a full list of pricing on equipment use.

Item No.	Description:	Hourly Rate/Fee:
1.		



2.		
3.		
4.		
5.		

MATERIALS

Materials shall be at Contractor's actual cost plus _____% (not to exceed 10%). No markups will be paid on delivery charges for parts shipped to Contractor or for unauthorized outside labor. Contractor shall provide evidence of purchased price for all repair parts to be marked up.

SUBCONTRACTED SERVICES

Proposed markup for subcontracted services not identified, shall be at Contractor's actual cost plus _____% (not to exceed 10%). Contractor shall provide evidence of invoice for all services to be marked up.

RESPONSE TIME

1. RESPONSE TIME, STANDARD: _____ HOUR(S)
2. RESPONSE TIME, EMERGENCY: _____ MINUTES/HOURS(S) (**Maximum of two (2) HOURS per Scope of Services, Section 6.b.)**)

Note: If a project is funded utilizing WIFA funding, Davis Bacon requirements apply and labor rates/fringes would have to comply.

(Firm)

(Address)

(Signature Required)

(Phone)

(Print Name)

(Email)

(Print Title)

(Federal Taxpayer ID Number)

Date: _____



EXHIBIT A – SAMPLE CONTRACT
TOWN OF QUEEN CREEK, ARIZONA
CONTRACT FOR _____, RFP NO. ____ - ____

THIS CONTRACT (The "Contract") is made and entered into effective as of the ____ day of _____, 2020_ (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and _____, an Arizona _____ ("Vendor").

On or about _____, 2020_, Town issued RFP No. ____ - ____ (the "Solicitation") for _____ services (the "Services"). Vendor submitted a proposal or bid dated _____, 2020_ (the "Proposal") and was selected to provide the Services. This Contract, together with the Contract Documents described herein, is the "Resultant Contract" contemplated in the Solicitation. The Town and the Vendor are sometimes referred to in the Resultant Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS:** The Resultant Contract consists of the following contract documents, which by this reference are incorporated herein:
 - A. This signed Contract;
 - B. The Request for Proposals for Electrical Services;
 - C. The Proposal submitted by _____; and
 - D. Exhibit B - WIFA Requirements
2. **PRIORITY OF DOCUMENTS:** In the event of a conflict between the Solicitation and the Proposal, the terms of the Solicitation will govern. In the event of a conflict between the Solicitation and this Contract, this Contract shall govern.
3. **SCOPE OF SERVICES:** The Vendor shall provide the Town the services described in the Solicitation and the Proposal.
4. **CONTRACT PRICING:** Contract pricing is set forth in Exhibit C.
5. **TERM OF CONTRACT:** The term of the Contract is one year, commencing on _____ and terminating on _____ unless sooner terminated in accordance with the provisions set forth in the Resultant Contract documents. The Town reserves the right, at its sole discretion, to extend the Resultant Contract for up to four (4) additional terms of one year each. The total length of the Resultant Contract shall not exceed five (5) years. Additionally, the Resultant Contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

Town of Queen Creek, an Arizona municipal corporation:



By: _____
Mayor Gail Barney

Date: _____

By: _____
Town Manager John Kross

Approved as to form:

Attest:

By: _____
Dickinson Wright PLLC

Town Clerk Maria Gonzalez

_____, an Arizona _____:

By: _____
Its: _____



EXHIBIT B – WIFA REQUIREMENTS

Please see below.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

CONTRACT PACKET for Governmental Borrowers

This packet lists required contract conditions that apply to all Clean Water and Drinking Water Revolving Fund projects and contains forms that must be used in the procurement process. Please review this packet prior to bidding.

PLEASE NOTE

- **This packet, in its entirety, must be physically included in all bidding, solicitation and contract documents.**
- Use of American Iron and Steel (AIS) applies to this project.:
 - AIS includes the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- Federal Davis-Bacon prevailing wages apply to this project.
 - Payment of the wages, fringe benefits and overtime rates is required.
 - The appropriate Federal (Davis-Bacon) Prevailing Wage Decision must be physically incorporated into the bidding and contract documents.
 - The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.
 - Weekly certified payroll submittal is required under the Federal Davis-Bacon laws.
- Compliance with the Civil Rights Act and Equal Employment Opportunity is required.
- Promotion of Small, Minority and Women-owned Businesses and participation in EPA's Disadvantaged Business Enterprise (DBE) Program is required.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).
5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: <https://beta.SAM.gov>.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Use of American Iron and Steel

Public Law 113-76, enacted January 17, 2014

SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds (CWSRF and DWSRF) for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Highlights from EPA Guidance on Use of American Iron and Steel

Complete document available at http://water.epa.gov/grants_funding/aisrequirement.cfm

What is considered American Iron and Steel?

What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

What is NOT considered American Iron and Steel?

What is NOT considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are NOT considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Use of American Iron and Steel - De Minimis Waiver

Every water infrastructure project involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc.

Example of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

EPA has established a public interest waiver for de minimis incidental components. This action permits the use of products when they occur in de minimis incidental components of such projects.

- Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project.
- The cost of an individual item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Davis-Bacon Contract Conditions (Federal Prevailing Wages)

PLEASE NOTE: Federal Davis-Bacon prevailing wages apply to this project. Payment of the wages, fringe benefits and overtime rates is required.

The “subrecipient” referred to throughout the Davis-Bacon contract conditions is the WIFA Borrower.

“WIFA” is the Water Infrastructure Finance Authority of Arizona, State Capitalization Grant recipient, recipient, or the Authority.

Wage Rate Requirements (Also referred to as Attachment 6)

Preamble

With respect to the Clean Water and Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(3)(ii)(A) below and for compliance as described in Section 5.

Requirements for Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient will contact EPA. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

1. Applicability of the Davis-Bacon prevailing wage requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water Revolving Fund and to any construction project carried out in whole or in part by assistance made available by a Drinking Water Revolving Fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the State recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination 10 days or less prior to the closing date, the subrecipient may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage

determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument. Typically, the appropriate wage determination would be the one in effect on the date the task order, work assignment or similar instrument is awarded.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of

all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), the State recipient, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation to memorialize the interviews. WIFA's interview form and instructions are included with this packet.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate

wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed below and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

**Clean Water Revolving Fund
Drinking Water Revolving Fund**

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRP and DWRP project related contracts and subcontracts over \$10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex 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, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) 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 by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) 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 No. 11246 of Sept. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantaged Business Enterprises* (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRP projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantaged Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantaged Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA Form 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

** A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.*

*** DBE forms can be downloaded from
http://www.epa.gov/osbp/dbe_contract_admin.htm*

ATTACHMENTS

DBE Forms

http://www.epa.gov/osbp/dbe_contract_admin.htm

6100-2 - DBE Program Subcontractor Participation Form

6100-3 - DBE Program Subcontractor Performance Form

6100-4 - DBE Program Subcontractor Utilization Form

Davis-Bacon Forms

WH-1321 - Davis-Bacon poster

WH-347 - Payroll and certification form

SF1444 - Wage Determination Request form

Employee Interview form

American Iron and Steel

Sample Step Certification Letter (Processed/Manufactured)

Sample Step Certification Letter (Shipped/Provided)