

**REQUEST FOR PROPOSAL
RFP TWS 18-05**

PROJECT TITLE: Instruction of a **Water Treatment-Level 2** Operator Training Course for Tribal Water Operators on September 10-14, 2018, in New Town, North Dakota

PROPOSAL DUE DATE: July 31, 2018, 5:00 P.M. local time in Arizona

EXPECTED PERIOD OF CONTRACT: Tentatively August 10, 2018, through December 31, 2018

MINIMUM REQUIREMENTS FOR BIDDING: This procurement is open to those individuals or organizations that satisfy the following minimum requirements stated herein and who are available to perform the work at the dates and locations stated herein.

A. Mandatory Experience

The Bidder must be a consulting firm or individual with proven consultant breadth and depth in performing all of the following.

- Operations and maintenance of public water systems
- Teaching multi-day training courses for Tribal water utility personnel
- Use of adult learning techniques
- Development and use of pre-training and post-training quizzes

B. Minimum Qualifications

Bidders must meet the following minimum standards to be considered for further evaluation:

1. (Hold a Level 3 or 4 (or equivalent to the highest level) water *treatment* operator certification with an operator certification program that is approved by the U.S. Environmental Protection Agency and have a minimum of three (3) years of hands-on, direct operational responsibility experience operating and maintaining a public drinking water system); OR (be a licensed professional engineer with a minimum of ten (10) years of experience in design and construction of public drinking water systems); OR (have a masters or doctoral degree in a related field and have a minimum of 15 years of experience providing operations and maintenance technical assistance to public water systems);
AND
2. Have a minimum of five (5) years of experience teaching water utility personnel; AND
3. Have a minimum of three (3) years of experience working in Indian Country.

Bidders who do not meet and demonstrate these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

SCHEDULE: ITCA reserves the right to adjust this schedule as it deems necessary, at its sole discretion.

RFP Release Date	June 22, 2018
Questions Due from Bidders	July 13, 2018
ITCA Response to Questions	July 20, 2018
Proposal Due	July 31, 2018
Projected Date for Announcement of Apparently Successful Bidder	August 7, 2018
Projected Contract Start Date	August 10, 2018

Upon release of this RFP, all communications in regard to this RFP shall be directed, **in writing**, to the RFP Coordinator named below or their designee.

Verna Monenerkit, Office Manager
Verna.monenerkit@itcaonline.com

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DEFINITIONS:

For the purposes of this solicitation the following definitions include and have the meanings indicated below:

Apparently Successful Bidder: The Bidder selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract

Bidder: Individual, company, or firm submitting a proposal in order to attain a contract with ITCA.

Business Day: Days of the week excluding weekends and holidays for ITCA; namely, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Labor Day, Independence Day, American Indian Day (4th Friday of September), Veterans' Day, Thanksgiving day, the day after Thanksgiving day, and Christmas.

Contractor: Individual or company whose proposal has been accepted by the Agency and is awarded a fully executed, written contract.

Coordinator: "The RFP coordinator" is the contact person at the agency with whom all communication takes place regarding the RFP.

Data Universal Numbering System (DUNS) numbers: A unique nine-digit sequence of numbers issued by Dun & Bradstreet to a business entity. Any organization that has a Federal contract or grant must have a DUNS Number

Day: A calendar day, unless specifically stated otherwise.

Firm, Fixed Price: A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by ITCA unless there is a change in the scope of work.

ITCA: The Inter Tribal Council of Arizona, Inc., the Tribal Water Department issuing the RFP.

Letter of Submittal: The cover letter submitted with the proposal.

Local Time: The time observed by the State of Arizona.

Normal Business Hours: Normal business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. except ITCA Holidays.

Proposal: A formal offer submitted in response to this solicitation.

Proposal Due Date/Time: Proposals and Letters of Intent are due on the date and at the time specified in the schedule. Any Proposal or Letter of Intent received at any time after the stated date and time (e.g. 3:01p.m.) will be considered late and **will not** be evaluated.

Request for Proposals (RFP): Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

System for Award Management (SAM) Registration: A registration that is required in order to work with any federal agency through a federal grant or contract.

Schedule: "Schedule" means the schedule listed in the RFP.

1. INTRODUCTION

1.1 PURPOSE

The Inter Tribal Council of Arizona, Inc. (ITCA) Tribal Water Systems (TWS) Program is soliciting proposals for the instruction of a **Water Treatment – Level 2** operator training course for Tribal water utility personnel on September 10-14, 2018, in New Town, North Dakota.

1.2 BACKGROUND

The Inter Tribal Association of Arizona (ITAA) is an association of 21 tribal governments and was established in 1952 to provide a united voice for tribes located in the State of Arizona to address common issues. In 1975, ITAA formed a non-profit corporation—the Inter Tribal Council of Arizona, Inc. (ITCA). The mission of ITCA is “to provide Member Tribes with the means for action on matters that affect them collectively and individually, to promote tribal sovereignty and to strengthen tribal governments.” With a workforce of 54 professionals, ITCA operates more than 30 programs, some of which provide services throughout Indian Country (e.g., the Tribal Water Systems Program). The ITCA Tribal Water Systems (TWS) Program is a tribally-led water and wastewater capacity-building program. Since 1983, the TWS Program at ITCA (hereinafter, the “ITCA Program”) has performed the critical function—by tribes and for tribes—of empowering tribal water and wastewater operators by ensuring they have the knowledge, skills, and abilities necessary to provide adequate and reliable drinking water and sanitation services to tribal communities in a sustainable manner. In 2008, the ITCA Program was the first in the nation to be approved by the USEPA as a tribal drinking water operator certification authority and is now the largest tribal organization offering USEPA-approved water operator certification services. The ITCA Program was reaffirmed as a certification authority in 75 Federal Register 48329, August 2010. ITCA is a member of the Association of Boards of Certification (ABC) and its tribal operator certifications are recognized and accepted through reciprocity arrangements with other states. The uniqueness of the ITCA Program is it directly meets tribal needs and is held accountable by the tribes themselves through the TWS Program Advisory Committee and the National Tribal Operator Working Group. For decades, ITCA has provided monthly operator certification training/exam services. Following the majority of the training courses, ITCA staff administers and proctors the scientifically valid and legally defensible national standardized operator certification examinations. The ITCA Program maintains a database that tracks and administratively manages over 3,400 tribal operator certifications. The ITCA website features a portal that provides limited public access to the ITCA tribal operator certification database. Since 2013, the ITCA Program provides tribal personnel with access to the national certification exams through computer-based testing at over 200 nationwide testing centers. In 2015, the ITCA Program began expanding the success of its services with tribes located in Arizona and USEPA Region 9 by making such services available to tribes located in USEPA Regions 5 through 10 (an area covering 28 states and covering 95% (956/1001) of all tribal public water systems).

1.3 OBJECTIVE

The objective of this RFP is to obtain a contractor to teach a *Water Treatment – Level 2* operator training course for Tribal water utility personnel on September 10-14, 2018, in New Town, North Dakota. The objective of the training course is to empower Tribal water utility personnel with the knowledge, skills, and abilities to operate and maintain Level 2 drinking water *treatment facilities*.

1.4 FUNDING

It is the intent of ITCA that this RFP act as a true measure of actual costs for accomplishment of the services detailed herein.

Any contract(s) awarded as a result of this procurement is contingent upon the availability of funding, which is anticipated to be through a Task Order issued to ITCA through existing Indian Health Service Contract Award #HHSI102201700002I.

The Cost Proposal is a scored requirement. While cost will be a factor in the evaluation of the proposal and selection of the Apparently Successful Bidder, it will not necessarily be the decisive factor. The evaluation process is designed to award this procurement to the Bidder whose overall proposal meets the requirements of the RFP and the needs of the ITCA TWS Program.

No payments in advance or in anticipation of goods or services to be provided under any resulting contracts shall be made. The contractor shall only be compensated for performance delivered and accepted by ITCA.

2. GENERAL INFORMATION FOR BIDDERS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in ITCA for this procurement. Proposals may be delivered by hand or courier service to our physical location.

All communication between the Bidder and ITCA upon receipt of this RFP shall be with the RFP Coordinator or their designee, as follows:

Name	Verna Monenerkit , RFP Coordinator Office Manager
Mailing/Street Address	2214 N. Central Ave. Phoenix, AZ 85004
E-Mail Address	Verna.monenerkit@itcaonline.com

Any other communication will be considered unofficial and non-binding on ITCA. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification.

Base your proposal on the material contained in the RFP and any subsequent amendments. Disregard any draft material you may have received and any oral representations by any party.

2.2 BIDDER QUESTIONS & ITCA ANSWERS

1. It is the responsibility of the potential bidders to carefully read, understand, and follow the instructions contained in this solicitation document and all amendments to the solicitation. It is the responsibility of bidders to monitor the ITCA website for any posted amendments.
2. All questions regarding this RFP must be in writing via e-mail and addressed to the RFP Coordinator. ITCA will only answer questions received no later than 3:00 p.m. local in Arizona

time on the date stated in the SCHEDULE. **DO NOT CALL** the RFP Coordinator to ask questions. Questions will not be individually answered prior to the date scheduled for ITCA responses. Questions received after the date and time stated in the schedule will not be accepted.

3. ITCA reserves the right to respond immediately to any questions from bidders which could determine whether that bidder submits a proposal. Those questions and the response will become part of the official questions and answers.
4. Bidders' questions and ITCA's official written answers will be posted on the ITCA website at www.itcaonline.com/tws. Individual notification from the Coordinator will not be sent to Bidders when responses to questions or amendments are available. They will be posted by the date in the schedule and **must be downloaded from the ITCA site**.
5. Bidders are responsible for checking the website for updates and amendments.

2.3 E-MAIL AND INTERNET COMMUNICATIONS

You may use mail or e-mail for any communication required in this RFP EXCEPT your proposal and protest, if any. ITCA may communicate with you utilizing the same methods. You may **not** send your proposal or protest by facsimile or e-mail communication.

ITCA does not take responsibility for any problems in the facsimile, e-mail, or Internet delivery services, either within or outside ITCA.

2.4 SUBMISSION OF PROPOSALS

The proposal, whether mailed or hand delivered, must arrive at the Agency no later than 5:00 p.m., local time in Arizona, on the due date. Note that Arizona does not participate in daylight savings time.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator and include the RFP number.

Bidders mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Bidders assume the risk for the method of delivery chosen. The ITCA assumes no responsibility for delays caused by **any delivery service**. Proposals may not be transmitted using facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the ITCA and will not be returned.

2.5 ALTERNATIVE PROPOSALS

Each Bidder may submit only one proposal. If you include alternatives within your proposals, or send multiple proposals, ITCA will reject all of your proposals.

2.6 PUBLIC DISCLOSURE

All proposals and materials submitted in response to this RFP shall become the property of ITCA. With the exception of lists of prospective bidders, all proposals received shall remain confidential until the contracts, if any, resulting from this RFP are signed by ITCA and the apparently successful Bidder. Thereafter, the proposal may be shared per ITCA policy. ITCA will retain RFP records in accordance with ITCA Records Retention Schedules.

Information in the proposal that the Bidder claims as proprietary/confidential and exempt from disclosure, will not be released.

ITCA has no obligation to assert an exemption from disclosure. By submitting a response, the Respondent acknowledges this obligation. The Respondent acknowledges that ITCA will have no obligation or liability to the Respondent if the records are disclosed.

2.7 PROPRIETARY AND CONFIDENTIAL INFORMATION

Clearly mark every page of any portion(s) of your proposal that contains proprietary/confidential information with the words “PROPRIETARY/CONFIDENTIAL INFORMATION” (in all caps), affixed to the lower right-hand corner of each page. In addition, you must provide a detailed listing (including page numbers) in your Letter of Submittal, of any and all materials so marked. You may not mark the entire proposal as proprietary or confidential. Proposals which are marked in such a manner will be disqualified and removed from consideration. Your cost and management proposals are not confidential or proprietary. If either is marked as such your proposal will be disqualified.

2.8 INCORPORATION OF RFP AND PROPOSAL IN CONTRACT

This RFP and the Bidder’s response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in ITCA’s contract(s) with the successful Bidder.

3. PROPOSAL CONTENT

Proposals **must** contain in the following order:

1. Cover sheet including the title of the RFP, RFP number, company/individual name and date.
2. Table of Contents detailing all materials and enclosures in the proposal.
3. A dated Letter of Submittal on company letterhead, signed by a person authorized to bind your organization to a contract (for individuals, this would be the individual). **Your Letter of Submittal must** include the following, if applicable.
 - a. If you claim to be a type of small business concern (such as Small Business (SB), Small Disadvantaged (SDB) including Alaska Native Corporations and Indian Tribes, Women-owned and Economically Disadvantaged Women-Owned (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran Owned Small Business (VOSB), or Service-Disabled Veteran-Owned Small Businesses (SDVOSB)), you must provide your oath that you will meet small business concerns participation requirements. Name the proposed small business concerns and the percentage and dollar amount of their participation. Proof of Federal certification as a small business concern must be provided. To be recognized as a small business concern, the bidder must have a Data Universal Number System (DUNS) number and must have current registration with the System for Award Management (SAM).
 - b. Bidders and any partnering or subcontracting organizations must indicate whether they have had a contract terminated for default in the last five years. Termination for Default is defined as a notice to stop work due to the Bidder’s nonperformance or poor performance, where the issue of performance was either not litigated due to inaction on the part of the Bidder, or litigated and determined that the Bidder was in default.

- c. If the Bidder has had a contract terminated for default in the last five years, the Bidder must submit full details including the other party's name, address, and telephone number. The Bidder must specifically grant ITCA permission to contact any and all involved parties and access any and all information ITCA determines is necessary to satisfy its investigation of the termination. ITCA will evaluate the circumstances of the termination and may, at its sole discretion, bar the participation of the Bidder in this procurement.

Failure to disclose any terminations for default if discovered post contract award will result in termination of the contract with liquidated damages.

4. A completed **Bidder Information Form** (available separately along with the RFP).
5. A copy of the **CERTIFICATIONS AND ASSURANCES**, **Exhibit A**, signed by a person authorized to bind your organization to a contract.
6. A detailed list (including page numbers) of any materials marked as "Proprietary/Confidential."
7. Your **Statement of Qualifications and Experience** (see **Exhibit C**).
8. Your proposal in response to the **TECHNICAL PROPOSAL** (see **Exhibit D**).
9. Completed **COST PROPOSAL BID SHEET**, **Exhibit E**.

4. PROPOSAL FORMAT

1. Use standard 8.5" x 11" white paper, except that charts, diagrams and the like may be on 11" x 14" fold-outs which, when folded, fit within the 8.5" x 11" format. A font size of 11 points or larger shall be used. All pages must be consecutively numbered, starting with page 1 in each of the proposals. The firm name and the page number may be located at the top or bottom as the Bidder prefers, but the location must be consistent throughout.
2. Bind the original and each copy of the proposal separately.
3. Send one original clearly marked as the "Original" and three (3) identical copies of the proposal. Submit one (1) electronic copy of all required information in Microsoft Word 2003 or newer on a USB flash drive or CD-RW CD-ROM. Ensure that the USB flash drive or CD is labeled with the date, RFP title, RFP number, and Bidder's name and packaged with the original copy of the proposal. **Do not submit in .PDF format.**
4. State your organization's name on the first page of all copies of your Statement of Qualifications & Experience, Technical Proposal, and Cost Proposal.
5. Write your proposal in the order given in the Statement of Qualifications & Experience Specifications, Technical Proposal Specifications, and Cost Proposal Specifications. Title and number your response to each item in the same order it appears in the RFP. You must respond to every section in the specifications except where otherwise stated. Your response must be sufficiently detailed to substantiate that services offered meet the requirements of the Statement of Work. Bidders must respond to each item/paragraph using the same headings as the RFP. Do not respond by referring to other sections of your proposal.
6. Brevity and clarity in your proposal is essential. Be succinct, concrete, and use quantified descriptions whenever possible. There will be no calls made to your organization to clarify information. It is the applicant's responsibility to ensure all of the pages are included in all of the

copies and all pages are numbered. Reviewers will not have access to pages that were included in the original, but not in their copies.

5. GENERAL PROVISIONS

5.1 COSTS OF PROPOSAL PREPARATION

ITCA will not pay any Bidder costs associated with preparing or presenting any proposal in response to this RFP.

5.2 INSURANCE COVERAGE

Prior to contract execution, the Bidder will be required to provide a Certificate(s) of Insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below.

5.2.1 Liability Insurance

- 1. Commercial General Liability Insurance:** Bidder shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage).
- 2. Automobile Liability:** Personal or Business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01 or a substitute liability form providing equivalent coverage.
- 3. Workers’ Compensation:** The Bidder will at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. ITCA will not be held responsible in any way for claims filed by the Bidder or their employees for services performed under the terms of this contract. In the event the Contractor is a sole proprietorship, the Contractor may be required to sign and date a waiver that is substantially in the following form. *I am a sole proprietor, and I am doing business as _____ . I am performing work as an independent contractor for ITCA. I am not the employee of ITCA for workers’ compensation purposes, and, therefore, I am not entitled to workers’ compensation benefits from ITCA. I understand that if I have any employees working for me, I must maintain workers’ compensation insurance on them.*
- 4. Professional Liability:** Errors and Omissions coverage with a limit of not less than \$1,000,000 per occurrence and \$1,000,000, aggregate.

5.2.2 Other Insurance Provisions:

- 1. The insurance policies are to contain, or be endorsed to contain, the following provisions:**
 - a. Additional Insured Status:** ITCA, its officers, officials, employees, and volunteers are to be

covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

- b. Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects ITCA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by ITCA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Notice of Cancellation:** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to ITCA.**
 - d. Waiver of Subrogation:** Under the contract, the Contractor grants to ITCA a waiver of any right to subrogation which any insurer of said Contractor may acquire against ITCA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ITCA has received a waiver of subrogation endorsement from the insurer.
- 2. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ITCA.
- 3. Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **three (3)** years after completion of contract work.
- 4. Verification of Coverage.** Contractor shall furnish ITCA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this contract. All certificates and endorsements are to be received and approved by ITCA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. ITCA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 5. Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that ITCA is an additional insured on insurance required from subcontractors.
- 6. Special Risks or Circumstances.** Entity reserves the right to modify these requirements, including

limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5.3 RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS/RESPONSES

Notwithstanding any other provision of this RFP, this RFP does not commit ITCA to award a Contract. ITCA reserve the right to reject any and all proposals or any portions thereof, at any time and to cancel this RFP and to solicit new proposals under a new bid process.

5.4 NON-RESPONSIVE PROPOSALS/WAIVER OF MINOR IRREGULARITIES

Read all instructions carefully. All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. If you do not comply with any part of this RFP, ITCA may, at its sole option, reject your proposal as non-responsive. ITCA reserves the right to waive minor administrative irregularities contained in any proposal.

5.5 RFP AMENDMENTS

ITCA reserves the right to amend this RFP. The published Bidder questions and ITCA official answers are an amendment to the RFP.

5.6 RIGHT TO REJECT ALL PROPOSALS

ITCA reserves the right and without penalty to reject, in whole or in part, any or all proposals, to award no contract as a result of this solicitation, to advertise for new proposals, to abandon the need for such services; and to cancel or reissue this solicitation prior to execution of a contract if it is in the best interest of ITCA to do so.

5.7 AUTHORITY TO BIND ITCA

The ITCA Executive Director or the Executive Director's designees are the only persons who may legally commit ITCA to the expenditures of funds under any contracts or amendments to the contract resulting from this RFP. The Bidder shall not incur, and ITCA shall not pay, any costs incurred before a contract or any subsequent amendment is fully executed.

5.8 CONTRACT TERMS

The Apparently Successful Bidder(s) will be expected to sign contract with ITCA that will incorporate this RFP and the successful proposal. Any party may propose additional contract terms and conditions during negotiation of the final contracts.

If two or more organizations' joint proposal is apparently successful, **one organization must be designated as the Prime Bidder**. The Prime Bidder will be ITCA sole point of contact and will bear sole responsibility for performance under any resulting contract.

If the Apparently Successful Bidder(s) refuses to sign a final contract within thirty (15) business days of delivery, ITCA may cancel the selection and award the contracts to the next-highest-ranked Bidder(s).

5.9 AVAILABILITY OF FUNDS

ITCA obligations under any resultant contracts are contingent upon the availability of appropriated federal funds from which payment for contract purposes can be made. In the event funds from any source are reduced or withdrawn, or limited in any way, any resultant contracts may either be terminated immediately by ITCA, or at ITCA discretion, renegotiated within the constraints of the new funding limitations and conditions.

6. EVALUATION AND AWARD PROCEDURES

All incomplete RFP's submitted shall be determined non-responsive and removed from the evaluation process. To be considered complete, RFP's shall include all required submittals, and shall be signed and dated.

Responsive proposals will be evaluated in accordance with the requirements stated in this solicitation and any amendments issued. The evaluation of proposals shall be accomplished by an evaluation team to be designated by the agency which will determine the ranking of the proposal. Each evaluator will independently review and assign scores to the proposal based upon criteria established in the solicitation.

Your proposal must stand alone. There will be no calls made to your organization to clarify information. It is the Bidder's responsibility to ensure all of the pages are included in all of the copies and all pages are numbered. Reviewers will not have access to pages that were included in the original, but not in their copies.

6.1 INFORMATION USED FOR EVALUATION

Evaluators will use the information in the Bidders' proposals (Technical and Cost). No other information will be supplied to or used by the evaluation teams.

6.2 EVALUATION STEPS

6.2.1 Proposal Screening

ITCA will review proposals for compliance with RFP procedural requirements. Non-responsive proposals will be eliminated from further evaluation.

6.2.2 Review of Mandatory Requirements

Evaluators will determine whether responses to the mandatory requirements are adequate. All requirements of the **STATEMENT OF QUALIFICATIONS & EXPERIENCE SPECIFICATIONS (Exhibit C)**, the **TECHNICAL PROPOSAL SPECIFICATIONS (Exhibit D)** and **COST PROPOSAL SPECIFICATIONS (Exhibit E)** are mandatory requirements.

Proposals that do not meet a mandatory requirement will be rejected as non-responsive unless ITCA determines that it is in its best interest to eliminate that mandatory requirement for all Bidders.

6.2.3 Qualitative Review and Scoring

Evaluators will score all proposals that pass the review of mandatory requirements. All requirements of the **STATEMENT OF QUALIFICATIONS & EXPERIENCE SPECIFICATIONS (Exhibit C)**, the

TECHNICAL PROPOSAL SPECIFICATIONS (Exhibit D), and **COST PROPOSAL SPECIFICATIONS (Exhibit E)** are scored. The evaluators will consider how well each proposal meets the needs of ITCA. It is important that the proposal be clear and complete, so the evaluators may understand all aspects of the proposal.

6.3 SCORING

An evaluation committee of representatives from will judge the merits of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the bidder to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the bidder. The evaluation process will include a structured review of each section of the response by ITCA evaluation teams.

The distribution of points for each proposal section is provided in the table below.

Preliminary Score	Maximum Score
Requirements/Criteria	
<u>Statement of Qualifications & Experience</u>	400 total
(Operator Certification + 3 years Operational Experience) or (Professional Engineer + 10 years PWS Design & Construction Experience) or (MS or PhD in related field + 15 years O&M TA Experience)	100
5 years of experience teaching water utility personnel	100
3 years of experience working in Indian Country	200
Technical Proposal	400 total
Course Curriculum or Development Plan	100
Training Course Agenda	100
Adult Learning Techniques Plan	200
Cost Proposal	200 total
Maximum Combined Score of 1,000	

6.3.1 Statement of Qualifications & Experience Points

Total points from the Statement of Qualifications & Experience sections for each reviewer will be averaged and result in the scores for each of these sections.

6.3.2 Technical Proposal Points

Total points from the Technical Proposal Points sections for each reviewer will be averaged and result in the scores for each of these sections.

6.3.3 Cost Proposal Points

The score for the Cost Proposal is computed by dividing the lowest total cost bid by the amount bid in the Bidder's Cost Proposal and multiplying that percentage against the total points available for this section, rounded to the nearest tenth of a point.

Example: Total possible points for cost are 200.

Bidder A's cost is \$7,000.

Bidder B's cost is \$9,000.

Bidder A would receive 200 points,

Bidder B would receive 156 points $(\$7,000/\$9,000) = 78\% \times 200 \text{ points} = 156$.

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{Bidder's Cost}} \times \text{Number of Available Points} = \text{Award Points}$$

6.3.4 Final Score

The FINAL Score is the sum of the Statement of Qualification & Experience average, the Technical Proposal average and the Cost Points.

6.4 ACTION ON EQUIVALENT SCORES

If two or more proposals receive equivalent scores, ITCA may, at its sole discretion, select as apparently successful the Bidder whose proposal is in ITCA best interest. Equivalent scores are scores separated by three (3.0) or fewer points.

ITCA best interest will be defined by ITCA and communicated to Bidders with equivalent scores in writing.

6.5 SELECTION OF THE APPARENTLY SUCCESSFUL BIDDER

ITCA will compile the scores. The Bidder with the highest **Final Score** will be named the Apparently Successful Bidder, unless scores equivalent to the highest score are received by one or more Bidders. In that case, ITCA may select the Apparently Successful Bidder in the manner stated above.

6.6 NOTICE OF AWARD AND CONTRACT SIGNATURE

ITCA will notify all Bidders who submit a proposal of the selection of the Apparently Successful Bidder.

6.7 DEBRIEFING OF UNSUCCESSFUL BIDDERS

Upon request, a debriefing conference will be scheduled with an unsuccessful bidder. The RFP Coordinator must receive the request for a debriefing conference within three (3) business days after the Notification of Unsuccessful Bidder letter is faxed/e-mailed to the Bidder. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

7. PROTEST PROCEDURES

1. Protests may be made only by Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Phoenix, Arizona on the third business day following the debriefing. ITCA shall not accept any protest before the announcement of the Apparently Successful Bidder.
2. ITCA shall consider only those protests concerning a matter of bias, discrimination or conflict of interest, material errors in tabulation, or material failure to follow procedures stated in the RFP or agency policy. Failure to cite the basis of the protest will result in rejection of the protest.
3. Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) ITCA's assessment of its own or other agencies needs or requirements.
4. Any protests must be written, signed by the protesting Bidder or an authorized representative, and mailed or hand delivered. Telegrams, facsimiles or similar transmittals will not be considered. The protest must state the RFP or RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested and any other supporting information on which the protesting party is relying. Address a protest to:

Verna Monenerkit, Office Manager
Inter Tribal Council of Arizona, Inc.
2214 N. Central Ave.
Phoenix, AZ 85004
verna.monenerkit@itcaonline.com

5. Upon receipt of a valid formal protest, ITCA will conduct a protest review. The purpose of the review is to assure policy and procedures were followed, all requirements were met and all Bidders were treated equally and fairly. The protest review **will not** contain a review of bids or scores assigned. A written decision regarding the protest will be issued by ITCA.

EXHIBITS

A – ASSURANCES AND CERTIFICATIONS

B – STATEMENT OF WORK AND DELIVERABLES

C – STATEMENT OF QUALIFICATIONS & EXPERIENCE SPECIFICATIONS

D – TECHNICAL PROPOSAL SPECIFICATIONS

E – COST PROPOSAL SPECIFICATIONS

F – REQUIRED FEDERAL PROVISIONS

EXHIBIT A - CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or cost data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal or bid is a firm offer for a period of 120 days following receipt, and it may be accepted by ITCA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
3. In preparing this proposal or bid, I/we have not been assisted by any current or former employee of ITCA whose duties relate (or did relate) to this proposal, bid or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal or bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that ITCA shall not reimburse me/us for any costs incurred in the preparation of this proposal or bid.
5. I/we understand that any contract(s) awarded as a result of this RFP will incorporate Terms and Conditions substantially similar to those attached to the RFP. I/we certify that I/we will comply with these or substantially similar Terms and Conditions if selected as a Contractor.
6. I/we understand that any person(s) selected as Contractor(s) will be required to comply with the ***Required Federal Provisions*** in **Exhibit E** to this RFP and the federal laws on which it is based. I/we will, if requested by ITCA, submit additional information about the nondiscrimination and affirmative action policies and plans of this organization in advance of or after the contract award.
7. I/we certify that neither the individual, company nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by an Federal department or agency, from transactions involving the use of federal funds.

 Signature

 Date

 Name and Title

EXHIBIT B - STATEMENT OF WORK AND DELIVERABLES

STATEMENT OF WORK

The Contractor will teach a **Water Treatment-Level 2** Operator Training Course for Tribal water utility personnel on September 10-14, 2018, in New Town, North Dakota. The objective of the training course is to empower Tribal water utility personnel with the knowledge, skills, and abilities to operate and maintain Level 2 drinking water *treatment facilities*.

DELIVERABLE INFORMATION

Brief descriptions of the goods, services and/or other required reports are defined below. The Bidder will conduct the project under ITCA's leadership. Because the Bidder chosen through this solicitation will be controlling the manner and means of conducting the work, the descriptions are not intended to completely describe all of the work that the Bidder would need to perform to complete the deliverables.

Deliverable No. 1 – Instruction of a Water Treatment-Level 2 Operator Training Course
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The Contractor's Subject-Matter Expert will teach a *Water Treatment – Level 2 (WT-2) Operator Training Course* for up to 30 Tribal water utility personnel on September 10-14, 2018, in New Town, North Dakota.

The WT-2 operator training course will consist of four and a half (4.5) days of classroom instruction. On Monday, September 10, 2018, through Thursday, September 13, 2018, the training course will begin each day at 8:00 AM and will conclude each day at or before 5:00 PM. On Friday, September 14, 2018, the training course will begin at 8:00 AM and conclude at or before noon. Each full day of instruction will include a one hour break for lunch and two (2) fifteen-minute breaks.

The WT-2 operator training course is designed to enhance the skills and knowledge of Tribal drinking water *treatment facility* operators as well as cover the following two (2) references: (1) the 2012-edition ABC Need-to-Know Criteria for Water Treatment, and (2) 2013-edition ABC & C2EP Formula/Conversion Table for Water Treatment, Distribution, & Laboratory Exam. The Contractor may use additional materials or student handouts as necessary to cover the fundamentals of operating and maintaining water *treatment facilities* in Indian Country.

The Contractor will:

- Teach the WT-2 operator training course such that a participant's level of competency increases in operating and maintaining a Tribal drinking water *treatment facilities*;
- Use adult-learning techniques to aid and reinforce the training curricula;
- Foster a classroom environment that promotes student participation, peer-to-peer sharing, and open dialogue that includes questions and answers; and
- Provide all necessary presentation equipment, such as a laptop computer and LCD projector, to present audio and visual material for purposes of the WT-2 operator training course.

ITCA will perform the following tasks in support of the WT-2 operator training course:

- Advertise the WT-2 operator training course and perform all student registration activities;
- Notify the Contractor of the number of enrolled participants and provide the Contractor with a class roster;
- Secure classroom space for the WT-2 operator training course;
- Provide students with textbooks, training manuals, handouts, and classroom consumables (e.g., pens, pencils, highlighters, notepad paper, and calculators);

- Provide at least one ITCA staff person to facilitate the WT-2 operator training course;
- Track WT-2 operator training course attendance and issue certificates of completion that convey proof of earned contact hours;
- Administer course evaluation questionnaires to the class attendees; and
- Handle all aspects pertaining to operator certification pertaining to the WT-2 training course.

Deliverable No. 2 – Pre-Training and Post-Training Quizzes

The Contractor will create pre-training and post-training quizzes for the WT-2 operator training course. The pre-training quiz and post-training quiz will be designed to measure relative improvement of student subject-matter knowledge as a result of attending the WT-2 operator training course.

The Contractor will:

- a. Design the pre- and post-training quizzes to measure a class average of at least 20% knowledgebase improvement;
- b. Develop 10-20 questions for the pre- and post-training quizzes. The same questions will appear on both quizzes.
- c. Submit the draft pre- and post-training quizzes to ITCA for review by September 4, 2018. The Contractor will revise the quizzes to address any comments from ITCA before the class start date of September 10, 2018.
- d. Administer the pre-training quiz to participants on September 10, 2018, prior to teaching course content.
- e. Administer the post-training quiz to participants on September 14, 2018, immediately after conclusion of teaching the course content.
- f. Grade the pre- and post-training quizzes.
- g. Review the questions and answers of the quizzes with the WT-2 training course participants at the end of the class on September 14, 2018.

EXHIBIT C – STATEMENT OF QUALIFICATIONS & EXPERIENCE SPECIFICATIONS

(400 possible points)

As a required component of a proposal submitted in response to this RFP, the Bidder's must include a written Statement of Qualifications & Experience that conforms to the specifications set forth below. The written Statement of Qualifications & Experience must describe the breadth and depth of the Bidder's qualifications and experience in performing all of the following.

- Operations and maintenance of public water systems
- Teaching multi-day training courses for water utility personnel
- Use of adult learning techniques
- Development and use of pre-training and post-training quizzes

1. Qualifications of Subject-Matter Expert (100 total points possible)

- a. Provide a written narrative description of the qualifications of the Bidder's designated Subject-Matter Expert (SME) and other staff, if any, that would be teaching the Water *Treatment*-level 2 operator training course. Please demonstrate the bidder's ability to complete the work. This section should describe how the SME meets the mandatory and desired qualification requirements listed on page 1. One person must be identified as the SME in drinking water *treatment*, as well as operations and maintenance of public water systems. If more than one staff person is involved, provide a staffing and organizational plan to carry out the proposed work. The written narrative description of qualifications shall be no more than two (2) pages in length and must have a title/header labeled as "1) Qualifications of Subject-Matter Expert."

(50 points possible)

- b. Attach a Résumé(s) of the designated SME and any other staff who will be working on this project, showing years of experience, applicable trainings, degrees, certifications, and licensures related to drinking water *treatment*, as well as operations and maintenance of public water systems. Include copies of all applicable degrees, certifications, and licensures. There is no page limitation for the SME Résumé(s) and supporting documentation. (50 points possible)

2. Experience Teaching Water Utility Personnel (100 points)

Provide a written narrative description of the SME's experience in teaching water utility personnel Level 2 aspects of drinking water *treatment*. The written narrative shall describe the SME's teaching methods, preferred curriculum and materials, techniques for addressing adult learning needs, and methods of assessing and measuring student knowledge improvement. The written narrative shall address the SME's experience with setting training objectives and how the SME's training objectives adjusts relative to different jurisdictions, operator certification exams, and changes that occur over time to operator certification exams and jurisdiction. This written narrative must have a title/header labeled as "2) Experience Teaching Water Utility Personnel." There is no page limitation for this written narrative. (100 points possible)

3. Experience Working in Indian Country (200 total points possible)

- a. Provide a written narrative description of the SME's experience working in Indian Country. This written narrative must describe the nature of the SME's past work with or for American Indians. Please provide the Bidder's/SME's understanding of tribal utility governance and the manner in which the Safe Drinking Water Act is administered in Indian Country relative to Level 2 water *treatment* operations and maintenance. This written narrative must have a title/header labeled as "3) Experience Working in Indian Country." There is no page limitation for this written narrative. (100 points possible)

- b. Please provide specific examples and name the specific tribes, tribal communities, and tribal water utilities with which the SME has worked. List up to four (4) reference contacts for the work examples and give permission for ITCA to contact these references. References must not be from a person, organization, or entity with any special interest, financial or otherwise, to the Bidder. ITCA and ITCA employees may not be used as reference. (100 points possible)

EXHIBIT D – TECHNICAL PROPOSAL SPECIFICATIONS

(400 possible points)

As a required component of a proposal submitted in response to this RFP, the Bidder's must include a written Technical Proposal that conforms to the specifications set forth below. The written Technical Proposal must sufficiently describe the manner by which the contracted Subject-Matter Expert will successfully teach the Water *Treatment*-Level 2 operator training course on September 10-14, 2018, in New Town, North Dakota.

Please note: The overall objective of the training course is to train Tribal personnel how to operate and maintain Level 2 drinking water *treatment facilities*. As an expected result of the training, course attendees should be well versed in the Association of Boards of Certification (ABC) Need-to-Know Criteria for the 2012 edition standardized operator certification exam for Level 2 Water *Treatment*.

1. Course Curriculum (100 points possible)

Provide a brief written narrative description of the training curriculum that will be used to instruct a Water *Treatment*-Level 2 operator training course to Tribal water utility personnel on September 10-14, 2018, in New Town, North Dakota. This narrative description must specifically identify all teaching materials that will be used, such as particular published textbook(s), workbooks or manuals, videos, slides, or handouts. The written narrative description must provide specific learning objectives for each lesson, session, or module of the training curriculum. This written narrative must have a title/header labeled as "Technical Proposal – 1) Course Curriculum." There is no page limitation for this written narrative.

2. Training Course Agenda (100 points possible)

Provide a written Training Course Agenda for the Water *Treatment*-Level 2 operator training course. The training course will be 4.5 days of instruction. Each full day of the training will include a 15-minute morning break and a one hour break for lunch. The first four days of the training will include a 15 minute afternoon break. The afternoon of the fifth day is reserved for an ITCA Tribal operator certification exam session. The course agenda will feature time block entries and each lesson, session, or module of the training course will be listed on the course agenda with reference to applicable chapter or page number in the textbook, workbook, manual, or handouts. There is no page limitation for the proposed course agenda.

3. Adult Learning Techniques (200 points possible)

Provide a written description of the techniques that will be used to meet various adult learning needs. This written description will include the manner in which student comprehension, retention, and application of the information taught will be monitored and measured, as well as the modulation of teaching techniques in response to feedback throughout the training course. This written narrative must have a title/header labeled as "Technical Proposal – 3) Adult Learning Techniques." There is no page limitation for this written narrative.

EXHIBIT D - COST PROPOSAL SPECIFICATIONS

(200 possible points)

INSTRUCTIONS:

The cost proposal must include any and all costs the Contractor wishes to have included in the contractual arrangement with ITCA. The bidder should take travel expenses, labor, per diem, overhead, and any other costs related to this service into account in determining the deliverable costs.

Please note: ITCA will cover the announcement, registration, classroom venue, textbooks and course handouts, classroom consumable supplies (e.g., paper, pens, highlighters, calculators, and associated shipping) for the training course.

The terms of any contract resulting from this RFP will be based on the achievement and approval of deliverables. ITCA will provide a single payment following receipt of a single invoice evidencing completion of all tasks and deliverables of the contract.

Cost will be a factor in the selection of the Apparently Successful Bidder.

Cost Proposal Bid Sheet

Deliverable Number	Deliverable Description	Total Cost
1	4.5 days of instruction of a Water Treatment-Level 2 Operator Training Course	
2	Measurement of Knowledgebase Improvement through the Administration and Grading of Pre-Training and Post-Training Quizzes	
Total Cost		

EXHIBIT E – REQUIRED FEDERAL PROVISIONS

Consultants/contractors entering into agreement with the Inter Tribal Council of Arizona, Inc. to perform work funded in full or in part by the United States Federal Government are required to agree to several applicable required assurances that ITCA must include in the contract. A non-exclusive list of federal regulations is provided below.

Specific Flow-Down Requirements of the Applicable Funding Source(s)**U.S. Department of Health & Human Services, Indian Health Services****IDIQ Contract Award # HHSI102201700004C, Water Certification Program & Training**

- **Federal Acquisition Regulations (FAR) Part 12**, Acquisition of Commercial Items. This includes the provisions and clauses in effect through **Federal Acquisition Circular No. 2005-93**, dated December 16, 2016.

General Subcontractor Requirements

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
(from APPENDIX II TO 2 CFR PART 200)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less

than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

Contractors will also comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing Federal funding.