



**WATER
INFRASTRUCTURE**
FINANCE AUTHORITY
OF ARIZONA

LONG-TERM WATER AUGMENTATION FUND

SOLICITATION FOR PROCUREMENT Solicitation #2024-001

Initial Qualifications Submittal Due Date: January 16, 2025, 5:00 pm

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SECTION 1. SUMMARY OF REQUIREMENTS

PROPOSERS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY

1.1. Project Background and Purpose

The Water Infrastructure Finance Authority of Arizona (“WIFA”) is authorized under, A.R.S. §§ 49-1203(E), 49-1203.01, 49-1205 (subject to the limitations of 49-1210), 49-1212, 49-1301, *et seq.*, and A.A.C. § R18-15-801, *et seq.* to contract for and facilitate the development of new, secure, long-term water sources using funds from the Long-Term Water Augmentation Fund (“LTWAF”). To accomplish this purpose, WIFA has developed a multi-phase competitive process for identifying development opportunities for imported water supplies. The first phase of this competitive process is this Solicitation for Procurement (the “Solicitation”)

1.1.1. Background

WIFA is pursuing the potential development and subsequent construction of one or more water supply development project(s) as defined in A.R.S. § 49-1303. Water supply development projects may include both in-state and importation projects. Through this Solicitation, WIFA seeks to establish one or more Long Term Water Importation Project (“LTWIP”) base contracts (“Base Contract”) between selected Proposers and WIFA and the State of Arizona (“State”) pursuant to A.R.S. § 49-1212, potentially leading to implementation agreement(s) pursuant to A.R.S. § 49-1213 (“Implementation Agreement”) to import new water supplies using the LTWAF to help meet current and long-term water demands. The LTWIP Base Contract(s) that may be established through this Solicitation and any future Implementation Agreement(s) are intended to facilitate the development of Water Importation Project(s) (“WIP(s)”) which will import water from outside the boundaries of the State.

WIFA is responsible for administering the LTWAF, which was created by the Arizona Legislature in 2022 to provide financial support for WIPs that would increase water supplies for the State. A wide variety of contracting strategies are available for WIFA to develop water supply projects through the LTWAF.

The most recent assessments of future statewide water use prepared by the Arizona Department of Water Resources project the State’s water demand in 2060 will be at least 1.5 MAF/year greater than the State’s current usage. General input from State municipal water suppliers indicates a near-term (10-15 years) water demand that exceeds their planned future projects and programs by 100,000 to 500,000 AF/year depending on many factors, notably the State’s future allocations of Colorado River supplies.

WIFA, using the LTWAF, and working collaboratively with water utilities and districts, governments, government and non-government agencies, and other stakeholders in the State and out-of-state, will identify and pursue a project, or combination of projects, that can reliably

and sustainably import up to 500,000 AF/year of additional supply in the near-term (10-15 years) to complement other on-going in-state water supply development projects and to enhance the resiliency and security of the State's water supplies.

1.1.2. Purpose

Through this Solicitation, WIFA will review the qualifications of Proposers, review Offers submitted by Qualified Proposers, and may award one or more Proposers a LTWIP Base Contract. WIFA may select any number of Proposers to enter into LTWIP Base Contracts, which will conclude this Solicitation process. A Base Contract is not a contract to build or develop any project; rather it is a contract to further evaluate the proposer's idea for a WIP. Proposers selected through this Solicitation, and that also enter a subsequent LTWIP Base Contract with WIFA, will be eligible to provide additional services to WIFA and potentially enter into an Implementation Agreement pursuant to the terms of the LTWIP Base Contract.

WIFA's statutory authority permits delivery of WIPs through a public-private partnership (P3) model, however, the actual method of delivery for a WIP will be determined through the SECONDARY WIP SELECTION PROCESS (Solicitation Section 1.6.2).

Consistent with the concept described above, this Solicitation requests submission of initial qualifications, as described in the INITIAL QUALIFICATIONS SUBMITTAL REQUIREMENTS (Solicitation SECTION 3), at which point this Solicitation requests Offers from Qualified Proposers for a WIP that meets the objectives defined in this Solicitation. After evaluating a Proposer's initial qualifications and Offer, WIFA anticipates entering into one or more LTWIP Base Contracts involving performance of certain services concurrently with the development of technical, financial, and environmental analysis for the proposed WIP.

A Proposer that is awarded a LTWIP Base Contract is anticipated to complete Task Orders consisting of technical and non-technical work products supporting the ongoing development of the Proposer's WIP as it progresses through the project review and approval processes during the Secondary WIP Selection Process. The LTWIP Base Contract shall use a collaborative approach and may result in the execution of a subsequent separate Implementation Agreement pursuant to A.R.S. § 49-1213, which is an approach to public development that includes private project developer participation in early project definition and design, partnering with WIFA, and potential later development, design, construction, financing, operation and/or maintenance of the project. Refer to FORM OF CONTRACT – LTWIP BASE CONTRACT (Solicitation SECTION 10), which describes the process to define and agree upon the specific scope of services for any each Task under any LTWIP Base Contract awarded under this Solicitation.

Each LTWIP Base Contract(s) awarded under this Solicitation will proceed as described in the DELIVERY OF PROJECT – POST-PROCUREMENT APPROACH (Solicitation Section 1.6). WIFA will use the work product developed to evaluate potential WIPs for further development activities. Pursuant to the LTWIP Base Contract(s), WIFA may elect to proceed with one or more Developer(s) and WIPs by requesting a WIP Implementation Proposal as set out in Section 10 of the LTWIP Base Contract and, if approved by WIFA, entering into an Implementation Agreement for WIP implementation.

1.1.3. WIFA's Goals

Through the response to this Solicitation, and the subsequent LTWIP Base Contract(s), WIFA seeks to accomplish the following goals:

- A. Identify Qualified Project Teams that can provide all necessary services for WIP analysis, development and delivery of a WIP
- B. Identify potential WIPs that WIFA may consider for analysis, development and delivery of a WIP.

WIFA will evaluate Offers using the criteria described in this Solicitation to select potential Proposer(s) to enter into an LTWIP Base Contract to potentially develop WIP(s).

1.2. Solicitation Response Actions and Award Responsibilities

WIFA designates the following entities within its organization as responsible for participation in the Solicitation and designates the following responsibilities:

- A. WIFA Board of Directors: Responsible to take action to award LTWIP Base Contracts
- B. WIFA Long Term Water Augmentation Committee: Responsible for reviewing Evaluation Committee's recommendations for award(s) and making recommendations to the WIFA Board of Directors regarding the award of LTWIP Base Contracts
- C. Evaluation Committee: Committee designated by the WIFA Long Term Water Augmentation Committee to perform scoring evaluations of Offers solely against the Solicitation criteria and making subsequent recommendations for award(s) for further consideration to the WIFA Long Term Water Augmentation Committee

Responses to this Solicitation will be considered by WIFA under the following general process:

1. WIFA will review Proposers' Initial Qualifications Submittal and determine the Proposers that are Qualified Proposers.
2. WIFA will invite Qualified Proposers for One-on-One discussions with WIFA staff and consultant advisors.
3. Qualified Proposers may submit an Offer, which include Technical Requirements, WIP Concepts, and Approach to Detailed Plan for Completing Secondary WIP Selection Evaluation and a Price Proposal. The Evaluation Committee will evaluate and score Qualified Proposers' Offers.
4. Subsequent to the Offer submission, the Evaluation Committee will define the Competitive Range and may invite those Qualified Proposers in the Competitive Range (if any) for each project category to provide Oral Presentations to the Evaluation Committee. Qualified Proposers not in the Competitive Range will not proceed as a Qualified Proposer in the evaluation or be eligible for award.
5. Qualified Proposers in the Competitive Range may be invited to submit Best and Final Offers.
6. The Evaluation Committee will evaluate and Score the Qualified Proposers' Best and Final Offers, if applicable.

7. The Evaluation Committee will provide Award recommendation(s) to the Long-Term Water Augmentation Committee.
8. Any Qualified Proposers recommended for Award may be invited to provide a brief presentation to the Long-Term Water Augmentation Committee.
9. The Long-Term Water Augmentation Committee will consider the Evaluation Committee's recommendations and make Award recommendations to the WIFA Board. Qualified Proposers not recommended by the Evaluation Committee for award will not proceed as a Qualified Proposer in the evaluation or be eligible for Award.
10. The WIFA Board will make the final determination as to any Award determination during a meeting of the Board.

1.3. Water Quality and Project Categories

WIFA will consider a diverse portfolio of water importation opportunities. This portfolio may include diverse geographies, sources, technologies, and delivery strategies as well as diverse ownership, delivery and financial agreement structures. Water importation projects developed from different water sources will inherently include wide variation in source water quality characteristics. WIPs shall deliver water quality that is consistent with end uses to be defined during WIP implementation, including municipal and industrial uses as well as any requirements of conveyances needed to effectuate the importation.

Delivery of untreated ocean water does not fulfill the water augmentation goals of the LTWAF and should not be proposed by a Proposer.

For the purposes of this Solicitation, Proposers are instructed to respond to project specific information by identifying one (or more) project categories. The project categories are listed below, in no order of preference:

- Ocean Water
- Surface Water
- Wastewater Reclamation
- Other Water Source(s)

Proposers shall self-select the project category for which the proposal will be considered. Qualified Proposers will be evaluated against the competitive range set for that project category. The onus is on the Proposer to self-select the appropriate category. WIFA will not reassign proposals to a different category upon receipt and evaluation. For example, if a Proposer is offering a wastewater reclamation solution but self-selects as a surface water project, the proposal would be evaluated by WIFA under the surface water competitive range. Although Proposers are not competing against each other, Proposers are competing against the RFP for contract opportunity and will be evaluated under the same evaluation criteria with different project category specific competitive ranges.

1.3.1. Long-Term Supply

WIPs developed using the LTWAF are intended to provide secure, long-term water supplies to the State. WIFA anticipates that some water supplies developed through this program may be

used to satisfy requirements of the State's Assured Water Supply Program and therefore must meet the Program requirements to demonstrate uninterrupted physical and legal availability of the supply for a 100-year period (ref. Arizona Administrative Code R12-15-716 to R12-15-722).

The goal of the LTWAF program is to develop water supplies that satisfy utility-scale water augmentation demands. WIPs considered under this program shall have a minimum build-out capacity of 10,000 acre-feet per year.

1.4. Project Evaluations

In evaluating an Offer and potential WIP, WIFA shall consider the criteria prescribed pursuant to A.R.S. § 49-1304. *See* A.R.S. § 49-1212(C). These statutory criteria include, as applicable:

1. The benefits of the project to current and future residents of this state, including the ability of the project to improve access to water supplies for use within this state and promote economic growth, in relation to the projected cost of the project.
2. The ability of the project to provide multiple water supply development benefits.
3. The projected costs of the project.
4. The ability of the project to address or mitigate water supply reductions to existing water users, considering the existence, feasibility and long-term reliability of mitigation measures available to the applicant or proposed beneficiaries, including the availability of water supplies from the Arizona water banking authority.
5. The cost-effectiveness of the project.
6. The reliability and long-term security of the water supply to be developed through the project.
7. Existing and planned conservation, best management practices and water management programs of the applicant or potential applicant.
8. The degree to which the project will maximize or leverage multiple available funding sources, including federal funding.
9. The applicant's ability to meet any applicable environmental requirements imposed by any federal or state agency.
10. The qualifications, industry experience, including experience with similar projects, general reputation and financial capacity of the applicant or any private partner, based on appropriate due diligence.
11. The feasibility of the project, including the feasibility of the proposed design and operation of the project.
12. Comments from water users, local citizens and affected jurisdictions.
13. For projects involving the construction or operation of water-related facilities, the safety record of any private partner.
14. Existing, near-term and long-term water demands compared to the volume and reliability of existing water supplies of the beneficiaries of the funding or project. In evaluating this criterion, WIFA shall consider information contained in any applicable water supply and demand assessment that has been issued by the director of water resources pursuant to A.R.S. § 45-105, subsection B, paragraph 14, in addition to any other information submitted to evaluate this criterion.
15. Potential impacts to ratepayers.

16. The ability of the applicant and any public or private partner to fully repay all financial obligations to the authority.
17. For agreements entered into pursuant to A.R.S. § 49-1203.01, subsection C, paragraph 5, the impact of any such agreement on the ability of WIFA to comply with the requirements of A.R.S. § 49-1303, subsection E.
18. Other criteria that WIFA may deem appropriate.

1.5. Summary of Process for Selecting Developer(s)

The scope of this Solicitation is intended to select any number of Qualified Proposers for LTWIP Base Contract(s), or as few as zero. WIFA may select from as many or few project categories. Proposers may respond to the Solicitation by submitting: (1) an Initial Qualifications Submittal that is also determined to be responsible by WIFA and, for Proposers determined to be Qualified Proposers, (2) an Offer that complies with the requirements of this Solicitation.

1.5.1. Initial Qualifications Submittal

To participate in this Solicitation, including participation in demonstrations and negotiations, Proposers must meet certain responsibility requirements. A.A.C. R18-15-814 (Authorizing WIFA to consider factors in determining whether a Proposer is responsible or nonresponsible). Accordingly, a Proposer that wishes to participate in the Solicitation must provide an Initial Qualifications Submittal which meets the specified minimum requirements as described in the INITIAL QUALIFICATIONS SUBMITTAL REQUIREMENTS (Solicitation SECTION 3). WIFA's Director will oversee a responsiveness and pass/fail evaluation of the Initial Qualification Submittal, assessing compliance with the administrative requirements in RESPONSIVENESS AND RESPONSIBILITY (Solicitation SECTION 5). The Initial Qualifications Submittals will be evaluated on a pass/fail basis by the Procurement Officer to determine responsiveness and responsibility. Proposers will be notified whether they are determined to be responsive and responsible and therefore eligible to submit an Offer as a Qualified Proposer.

1.5.2. Offer Submittal, Evaluation, and Developer Selection

Refer to the Special Instructions for Proposers (Solicitation SECTION 2) for information regarding the required Offer content. Offers will be evaluated by an Evaluation Committee assigned by WIFA's Long-Term Water Augmentation Committee (the "**Committee**") established by A.R.S. § 49-1208(B) and supported by subject matter experts (which may include outside consultants and personnel from other agencies) in the areas to be evaluated. The Director will provide the Committee with a report detailing the Evaluation Committee's recommendations. The Evaluation Committee will evaluate Offers in accordance with the criteria established in this Solicitation and will provide recommendations to the Committee, who will provide recommendations to the WIFA Board of Directors established by A.R.S. § 49-1206(A). The Board will select any number of proposed Developer(s) for award of a LTWIP Base Contract, regardless of project category. The Board also reserves the right to issue no awards.

1.5.3. Offer Acceptance

An Offer shall be accepted by WIFA by execution of a LTWIP Base Contract.

1.6. Delivery of WIP – Post-Procurement Approach

At the conclusion of this Solicitation, WIFA may select any number of Qualified Proposers to enter into LTWIP Base Contracts, which will conclude the Solicitation process. WIFA reserves the right to not enter into any LTWIP Base Contract and/or cancel the Solicitation.

1.6.1. LTWIP Base Contracts

WIFA will use any executed LTWIP Base Contracts on an as-needed basis. WIFA may award Task Orders to a Developer pursuant to a LTWIP Base Contract. However, award of a LTWIP Base Contract does not guarantee award of Task Orders or other actions for future WIP development under the Base Contract.

Note: WIFA does not guarantee a specific amount of work either for the term of the LTWIP Base Contract or on an annual basis. The LTWIP Base Contract does not guarantee work under any specific WIP, the actual extent of services required under any LTWIP Base Contract as a result of this Solicitation is not known, and no individual Proposer is assured of obtaining any work as a result of selection.

WIFA reserves the right to negotiate substantive amendments or changes to individual Developer’s LTWIP Base Contracts for future WIP development.

1.6.2. Secondary WIP Selection Process

Proposers selected through this Solicitation, and that also enter a LTWIP Base Contract with WIFA (each a “**Developer**”), will be eligible to provide services to WIFA pursuant to the LTWIP Base Contract, including Task Orders. In addition, in WIFA’s sole discretion, WIFA and a Developer may enter into one or more subsequent Contracts and/or additional future WIP development agreements. The following is a narrative description of the Secondary WIP Selection Process that WIFA anticipates using under a LTWIP Base Contract after the conclusion of this Solicitation.

WIFA will conduct a Secondary Selection Process of potential WIPs under a LTWIP Base Contract by potentially authorizing Task Orders to Developers to perform more detailed analysis and evaluate the feasibility of their proposed WIP so that WIFA may make determinations as to which, if any, potential WIPs will be considered for further potential development. WIFA will compensate Developers for the services provided under any LTWIP Base Contract pursuant to a Task Order.

Following award of the LTWIP Base Contracts, the initial WIP development period may include some or all of the following potential Task Orders:

- Technical Evaluations
- Environmental and Cultural Evaluations
- Regulatory Evaluations
- Society and Community Evaluations
- Cost, Economics and Financing Evaluations
- Other Task Orders as determined by WIFA
- WIP Implementation Proposal

WIFA may, in its sole discretion, issue a subsequent Task Order if WIFA determines that it is in the interest of WIFA and the State for WIFA to continue to advance the WIP and/or work with the Developer. Following receipt of a WIP Implementation Proposal, WIFA may elect to negotiate a Contract with the Developer based on such WIP Implementation Proposal.

Refer to the FORM OF CONTRACT – LTWIP BASE CONTRACT (Solicitation SECTION 10) for detailed information regarding the LTWIP Base Contract terms and conditions, Task Orders and the process for finalizing a Contract, as well as WIFA’s rights in the event that WIFA chooses not to (1) issue an NTP for a Task Order or any subsequent Task Order(s), or (2) negotiate and/or enter into a Contract with the Developer.

1.6.3. Task Orders

The anticipated scope of each Task Order is summarized below. WIFA reserves the right to modify any of the Task Orders listed above or issue additional Task Orders to a Developer. Task Orders need not be uniformly assigned to all LTWIP Base Contract Developers.

1.6.3.1. Technical Evaluations

This Task Order is anticipated to include technical evaluations of the proposed WIP. The scope of this work may include engineering analysis, routing/siting studies, process evaluation, energy analyses, waste and/or byproduct disposal, and other technical analysis required to evaluate the technical feasibility of the WIP.

Developer will be expected to clearly define expectations of WIFA’s role in developing the WIP, and the work under this Task Order is expected to be developed to a sufficient level of detail to allow for adequate determination of the viability of the WIP and comparative analysis of WIP alternatives.

1.6.3.2. Environmental and Cultural Evaluations

This Task Order is anticipated to include environmental and cultural impact assessments required for successful implementation of the WIP. Environmental and cultural impact assessments shall consider potential impacts to threatened and endangered species, wetlands and/or other protected lands, archeological sites, indigenous peoples and other relevant impacts not listed.

Developer will be expected to clearly define expectations of WIFA’s role in developing the WIP, and the work under this Task Order is expected to be developed to a sufficient level of detail to allow for adequate determination of the viability of the WIP and comparative analysis of WIP alternatives.

1.6.3.3. Regulatory Evaluations

This Task Order is anticipated to include an evaluation of regulatory compliance activities required for successful implementation of the WIP. Regulatory analysis plan shall include an identification of the anticipated permitting agencies and permits required for development, construction and operation of the WIP, including the potential for an Environmental Impact Statement or other actions covered under the National Environmental Policy Act (NEPA). This Task Order shall include anticipated permitting strategy and anticipated schedule/timeline for

permitting activities. This Task Order will be expected to identify what, if any, role WIFA is anticipated to complete related to permitting and regulatory compliance.

Developer will be expected to clearly define expectations of WIFA's role in developing the WIP, and the work under this Task Order is expected to be developed to a sufficient level of detail to allow for adequate determination of the viability of the WIP and comparative analysis of WIP alternatives.

1.6.3.4. Society and Community Evaluations

This Task Order is anticipated to include an evaluation of the potential society, and community considerations associated with implementation of the WIP. This evaluation shall consider the appropriate community outreach and engagement activities, interested stakeholders, stakeholder groups and governmental entities that will be part of development, construction and operation of the WIP.

Developer will be expected to clearly define expectations of WIFA's role in developing the WIP, and the work under this Task Order is expected to be developed to a sufficient level of detail to allow for adequate determination of the viability of the WIP and comparative analysis of WIP alternatives.

1.6.3.5. Cost, Economics and Financing Evaluations

This Task Order is anticipated to include evaluation of proposed WIP costs, economics and financing. The scope of this work may include cost modeling for capex and opex costs, as well as other relevant costs that may be required for project development (land acquisition, permits, etc.).

This Task Order will also include an analysis of available and proposed financial models that may be used for developing the WIP. This should include development financing, structured and project financing models for capital costs and/or other project costs, and operating cost models. This should consider capital sources, including equity investments (and from whom), debt (bank, bond (including private activity bonds), private placements, etc.) and an analysis of then current market and financial conditions. This Task Order shall also include development and delivery of a financial model for the WIP.

This task order will include development of cost and revenue models used to estimate the cost of water to purchasers and approaches to enhancing affordability.

Developer will be expected to clearly define expectations of WIFA's role in developing the WIP, and the work under this Task Order is expected to be developed to a sufficient level of detail to allow for adequate determination of the viability of the WIP and comparative analysis of WIP alternatives.

1.6.3.6. Other Task Orders as determined by WIFA

Other Task Orders may be defined by WIFA as needed for specific WIPs.

1.6.3.7. WIP Implementation Proposal

After completion of authorized Task Orders to WIFA's satisfaction, WIFA may request a Developer prepare a WIP Implementation Proposal. The request will include a form of Contract developed by WIFA and other relevant documents, including technical requirements for final design, construction, operation, and maintenance of the WIP (as applicable).

Upon receipt of the WIP Implementation Proposal, WIFA will evaluate the proposal pursuant to ARS § 49-1213 and as specified in the LTWIP Base Contract. WIFA may, in its sole discretion, elect to proceed with negotiations of an Implementation Agreement with the Developer pursuant to ARS § 49-1213 and as specified in the LTWIP Base Contract and the request for a WIP Implementation Proposal. Any Implementation Agreement may be executed and delivered only following approval by WIFA's Board of Directors.

Note: WIFA will not pay any compensation to the Developer to submit a WIP Implementation Proposal.

1.6.4. WIFA's Rights Concerning Alternative Project Delivery Plan

WIFA reserves the right to proceed with final development and delivery of a WIP through a means other than the LTWIP Base Contract and a Contract.

WIFA may, at any time, determine it is not in the interest of WIFA and the State to proceed or continue with the LTWIP Base Contract or the WIP development process with Developer as described herein. In such event, WIFA may, without limitation, discontinue its relationship with the Developer(s) and pursue the development of a WIP using any alternative approach as deemed advisable by WIFA.

WIFA shall retain ownership rights to the WIP proposals and any work product developed under the LTWIP Base Contracts, including all design documents. Specific ownership rights and the parties' obligations in the event of LTWIP Base Contract termination are described in the LTWIP Base Contract.

1.6.5. Developer's Compensation and Other Financial Considerations

WIFA will pay compensation amounts to each Developer for compliant work satisfactorily performed pursuant to a Task Order according to the terms of the LTWIP Base Contract and the associated Task Order.

1.7. Solicitation Schedule

WIFA currently anticipates the following solicitation schedule. WIFA will provide Proposers written notice via email and posting on WIFA's website of any further deadlines and other activities related to this solicitation. This schedule is subject to modification by WIFA.

Table 1. Solicitation Schedule

Event	Date
Issue Solicitation	November 20, 2024
Pre-Offer conference	December 10, 2024
Deadline for submitting Questions and Comments regarding the Initial Qualifications Submittal	December 17, 2024
Initial Qualifications Submittal due date	January 16, 2025
Notification of Qualified Proposers	January 30, 2025
Deadline for Questions and Comments (including any proposed exceptions to the form of Contract)	February 13, 2025
One-on-One Meetings with Qualified Proposers	February 27, 2025
Target Date for Issuance of Potential Amendment(s) to Solicitation	March 13, 2025
If Applicable, Deadline for submission of Questions and Comments regarding Amendment to Solicitation (and final clarification requests or exceptions to the form of LTWIP Base Contract)	March 20, 2025
Offer due date	April 10, 2025
Notification of Proposers within the Competitive Range	May 1, 2025
Interviews/Demonstrations with Proposers within the Competitive Range	May 22, 2025
Negotiations with Proposers within the Competitive Range (if needed)	May 29, 2025
Best and Final Proposal (if needed)	June 12, 2025
Notice of Recommendation to Award	June 26, 2025
LTWAC Meeting, including presentations by Recommended Proposers	TBD
WIFA Board Action and Base Contract Award	TBD

1.7.1. Extension of Proposal Acceptance Period:

WIFA reserves the right to extend the Offer acceptance period. A.A.C. R18-15-811. If WIFA extends the Offer acceptance period, the Qualified Proposer shall submit written concurrence to the extension. WIFA shall not consider the Offer from a Qualified Proposer who fails to respond to the notice of extension. A.A.C. R18-15-811(B).

1.7.2. Cancellation of Solicitation After Opening and Before Award:

Based on the best interest of WIFA, WIFA may cancel this Solicitation after the Offer due date and time pursuant to A.A.C. § R18-15-812.

1.8. Project Funding and Finance

WIFA intends to utilize existing funds to minimize project risks resulting in an affordable water supply for the State. As of July 1, 2024, WIFA has an appropriation of \$445.5 million to the LTWAF that can be used for activities associated with a WIP. The funds can be used in the form of providing financial assistance to eligible entities, issuing debt, credit enhancements and other forms of indebtedness according to Arizona Revised Statutes, (A.R.S.) § 49-1213. WIFA seeks financial innovations to enhance affordability and consider public and private financing approaches, as well as combinations thereof, including the use of federal and state sponsored credit instruments (such as the Water Infrastructure Finance and Innovation Act (WIFIA)). To the extent that public financing approaches are used (e.g. debt issued directly by WIFA), WIFA will retain sole discretion regarding whether to issue debt, amount of the debt to be issued, and the structure of public debt obligations.

1.8.1. Federal Funding

Because WIFA anticipates utilizing state funds and potentially using federal or private funds for the WIPs, this Solicitation and the LTWIP Base Contract and any Implementation Agreement are subject to funding requirements which may change as WIFA's funding plan and environmental review process advance. State law controls this Solicitation, and WIFA views State laws, specifications, regulations and policies that are relevant to this Solicitation and each WIP as not contrary to applicable federal laws and regulations. By submitting an Initial Qualifications Submittal and/or Offer, as applicable, each Proposer acknowledges that certain changes to the LTWIP Base Contract may be required to reflect the conditions of and applications for federal funding programs, the environmental review process, or any design documents approved by WIFA.

In any circumstance, Proposer must provide or cause to be provided such information, documentation and administrative assistance as WIFA may request, and take such actions and execute such documents as are required to be in Proposer's name that will enable WIFA to meet all requirements of state, federal, or other funding programs.

This Solicitation and LTWIP Base Contract are drafted based on the assumption that a WIP and its plan of finance will remain eligible for aid in the form of federal and state funds. Accordingly, the procurement documents and LTWIP Base Contract conform to requirements of applicable and/or anticipated federal and state law. Refer to Exhibit 7B of the Agreement for specific federal requirements that may be applicable to the Agreement.

It is WIFA's intent that this Solicitation affords all Proposers nondiscriminatory bidding procedures regardless of national, state, or local boundaries and without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. WIFA may modify the procurement process described in this Solicitation to address any concerns, conditions or requirements of any governmental entity. Proposers shall be notified of any such modifications by way of a Solicitation Amendment.

1.9. Disadvantaged Business Enterprise Requirements

By submission of an Offer, Proposer acknowledges that WIFA may implement specific requirements associated with Disadvantaged Business Enterprise (DBE) program requirements associated with the performance of Task Orders under the LTWIP Base Contract or any subsequent agreements (including the Implementation Agreement). DBE program requirements will be identified prior to submission of Task Order Requests in accordance with the provisions of the LTWIP Base Contract.

1.10. Letter of Guarantee

A Guaranty of Developer's obligations under the LTWIP Base Contract shall be required where:

- (i) a Qualified Proposer was advised by WIFA that a Guaranty would be required as a condition to qualification of Qualified Proposer;
- (ii) a Qualified Proposer's organization is a newly formed corporation or a limited liability entity;
- (iii) a Qualified Proposer (or an Equity Member, if the Qualified Proposer is a partnership, joint venture or limited liability company) is not the ultimate parent entity in its organizational/corporate structure;
- (iv) the form of organization of a Qualified Proposer changes after submittal of the Initial Qualifications Submittal and WIFA determines, in its sole discretion, to require a Guarantor as a condition to approving such change;
- (v) a Qualified Proposer's financial capability adversely changes between Initial Qualifications Submittal submission and the Offer due date, as determined by WIFA, in its sole discretion; or
- (vi) if financial statements of a Financially Responsible Party are provided to demonstrate financial capability of Proposer or an Equity Member. In the event a Guaranty is required, it must come from the ultimate parent or another entity acceptable to WIFA, in its sole discretion.

- END OF SECTION 1. SUMMARY OF REQUIREMENTS -

SECTION 2. SPECIAL INSTRUCTIONS TO PROPOSERS

2.1. Qualifications

2.1.1. Responsibility and Responsiveness

To be eligible for participation in the Solicitation, a Proposer must meet this Solicitation's responsibility and responsiveness criteria defined in responsiveness and responsibility (Solicitation SECTION 5). A.A.C. R18-15-814.

2.1.2. Initial Qualifications Submittal

Each Proposer wishing to submit an Offer in response to this Solicitation must first complete and submit an Initial Qualifications Submittal in accordance with initial qualifications submittal requirements (Solicitation SECTION 3) and be determined by WIFA to be a Qualified Proposer. Any questions regarding the Initial Qualifications Submittal should be directed to the Procurement Officer via email.

Initial Qualifications Submittals are due to the Procurement Officer no later than the date specified on the solicitation schedule (Solicitation Section 1.7).

For contact information, please refer to this SECTION 2. For detailed instructions, refer to the initial qualifications submittal requirements (Solicitation SECTION 3).

2.2. Offer Submittal

Each Qualified Proposer that is determined by WIFA to meet the minimum INITIAL QUALIFICATIONS SUBMITTAL REQUIREMENTS shall be notified by WIFA that they are a Qualified Proposer and eligible to submit an Offer.

Offers are due to the Procurement Officer no later than the date specified on the solicitation schedule (Solicitation Section 1.7).

For contact information, please refer to this Section 3. For detailed instructions, refer to the Initial Qualifications Submittal requirements (Solicitation SECTION 3).

2.3. Examination of Solicitation Documents

The complete Solicitation package, Amendments, WIFA responses to written questions, and WIFA responses to any requests for interpretation and clarification will be made available on the Procurement Website.

It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification in writing (inquiries), and examine the Initial Qualifications Submittal and, if applicable, Offer for accuracy before submitting an Initial Qualifications Submittal or Offer, as applicable. Each Proposer will, by submission of an Initial Qualifications Submittal and, if applicable, Offer, be deemed to have made such examination. Lack of care in preparing an Initial Qualifications Submittal and, if applicable, Offer shall not be grounds for modifying or withdrawing the Initial Qualifications Submittal and, if applicable, Offer after the Initial Qualifications Submittal due date and time or Offer due date and time, if applicable.

2.4. Procurement Portal

Solicitation documents will be managed through the use of a secure web-based platform (“**Procurement Portal**”).

All Proposer submissions, questions and answers, and official correspondence related to this solicitation will be issued through the Procurement Portal. Documents that may be posted in other public locations shall be considered “for reference” only.

Each Proposer shall request secure access to the Procurement Portal through the following link:

<< [SP Access Form \(office.com\)](#)>>

Each Proposer will be granted a maximum of two users access links to the Procurement Portal. After being granted access to the Procurement Portal, each Proposer will receive a unique link to upload the Initial Qualification Submittal to the Procurement Portal as described in SECTION 3. Qualified Proposers will receive instructions for Offer uploads to the Procurement Portal in accordance with SECTION 4

The Procurement Portal will include PDF copies of this Solicitation and Reference Documents. In addition, writable copies of certain forms will be available for download from the Procurement Portal.

2.5. Interpretation of Solicitation Documents

Each Proposer is responsible for reviewing the Solicitation and any Amendments, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision which the Proposer fails to understand.

Each Proposer must submit any question or clarification request relating to this Solicitation in accordance with the procedures listed in questions and clarifications Section 2.7.2, except for questions submitted as part of the one-on-one discussions conducted in accordance with Section 2.8 or questions submitted as confidential or proprietary pursuant to Section 2.5 & 2.8.5 below (to the extent that WIFA agrees with such confidentiality or proprietary designation). All Proposer clarification requests must be submitted using the form set forth in proposal forms and required certifications (Solicitation SECTION 9). WIFA will respond in writing to all questions submitted. However, WIFA reserves the right to state, and has sole discretion to determine, that WIFA will not be answering or commenting on a specific question without further explanation. WIFA will not accept or respond to oral inquiries. Clarification requests regarding the Solicitation and Amendments to the Solicitation will only be reviewed by WIFA if provided on or before 5:00 p.m. (Mountain Standard Time) on the dates identified in the solicitation schedule (Solicitation Section 1.7) or such other date as may be specified in writing by WIFA.

Each Proposer shall draft its clarification request in a manner that does not explicitly identify or otherwise indicate its identity in the body of the question.

WIFA may, in its sole discretion, respond to timely and pertinent written clarification requests it received from Proposers, but does not commit to respond to such requests. To the extent that

WIFA does respond, it will notify all registered Proposers by email that responses are available for download from the Procurement Portal. If necessary, WIFA will issue an Amendment to the Solicitation in accordance with solicitation amendment (Solicitation Section 2.22). WIFA may rephrase or consolidate clarification requests as it deems appropriate. Each Proposer is responsible for reviewing and being familiar with all requests and responses and any other information posted by WIFA in the data room through the Proposal Due Date. WIFA will not be responsible for any failure of a Proposer to receive information.

If a Proposer believes a clarification request contains confidential or proprietary information (including that the request itself is confidential) it may mark such request as “confidential”. WIFA may, in its sole discretion, respond individually to such requests. However, WIFA reserves the right to disagree with Proposer’s characterization of the confidentiality of any information it may provide and may treat its request as all other clarification requests.

Failure of the Proposer to examine the Solicitation and inform itself regarding its contents shall be at its sole risk, and no relief for any discrepancy, deficiency, ambiguity, error, or omission will be provided by WIFA.

WIFA shall not be bound by, and a Proposer shall not rely on for any purpose, any oral interpretation or oral clarification of the Solicitation documents.

Reference Documents are for information only and are not mandatory or binding on Proposer, except to the extent that the LTWIP Base Contract documents incorporate specific provisions of the Reference Documents by reference. WIFA does not represent, warrant, or guarantee the accuracy or completeness of the Reference Documents or the information contained therein, or that such information is in conformity with the requirements of the LTWIP Base Contract documents. WIFA shall not be responsible or liable in any respect for any causes of action, claims, or losses by any Person by reason of any use of information, opinions, or recommendations contained in, any conclusions Proposer may draw from, or any action or forbearance in reliance on, the Reference Documents.

2.6. Communication with WIFA

2.6.1. Procurement Officer

WIFA will designate a Procurement Officer for this Solicitation. Contact between Proposer and WIFA shall be exclusively conducted with the Procurement Officer.

2.6.2. Written Communication

All communications concerning the solicitation from the Proposer to WIFA must be in writing via electronic mail and addressed to the Procurement Officer, except as to the one-on-one discussions, oral presentations, or negotiations. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. WIFA shall consider the relevancy of the inquiry but is not required to respond in writing.

2.6.3. Prohibited Communications

During the Solicitation process, commencing with issuance of this Solicitation and continuing until award(s) of LTWIP Base Contract(s), except as otherwise provided by WIFA, no Proposer-Related Entity shall have any ex parte communications regarding this solicitation with any WIFA Board member, Committee member, WIFA staff member, or WIFA's consultants involved with this Solicitation, except for communications expressly permitted by this Solicitation. The foregoing does not prohibit Proposer-Related Entities from participating in public meetings as a member of the public. Any Proposer involved in such prohibited communications may be disqualified at the sole discretion of WIFA.

Proposers shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.6.4. Timeliness

Any inquiry or exception to the Solicitation shall be submitted as soon as possible and on or before the date listed in Solicitation Schedule (Section 1.7). Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.6.5. No Right to Rely on Verbal Responses

A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

2.6.6. WIFA Consultants and Technical Support

WIFA has retained the following firms to provide support services for this Solicitation:

- HDR Engineering, Inc.
- Snell & Wilmer LLP
- Nossaman LLP
- Spencer Fane LLP
- KPMG LLP
- Piper Sandler

These firms are subject to the restrictions on Proposer communications in this Section 2.6 and the Conflict of Interest provisions in Section 2.15 of this Solicitation.

2.6.7. Exemptions

The following communications are exempt from the requirements of Section 2.6.3:

- Communications during any pre-offer conference meeting described in pre-offer conference (Solicitation Section 2.7), which will be conducted in accordance with the protocol announced at such meeting;
- Communication during One-on-One meetings conducted between Proposers and WIFA (Solicitation Section 2.8.1); and

- Communications during Proposer demonstrations, oral presentations and negotiations, which will be conducted as set forth in pre-award negotiation (Solicitation Section 2.16.3).

2.7. Pre-Offer Conference

2.7.1. Pre-Offer Conference

A Pre-Offer Conference will be held, both in person and virtually on December 10, 2024 at 12:00PM (Arizona Time).

In-Person Location: 100 N 7th Ave, Phoenix, AZ 85007.

Zoom link: <https://azwifa.zoom.us/j/82360714650>

Dial in: (253) 205-0468

For both virtual options, the Meeting ID is 823 6071 4650

Proposers are highly encouraged to attend. The purpose of this pre-offer conference is to provide information and instruction for the Solicitation. Proposers should raise any questions about the Solicitation at that time. A Proposer may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

Persons with Disabilities. Persons with a disability may request reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

2.7.2. Questions and Clarifications

Proposers may submit questions and/or requests for clarification to WIFA by completing a Questions and Responses Template (Form IQS-17 and O-18) and submitting it to the Procurement Officer for consideration in accordance with the solicitation schedule (Section 1.7). All questions and answers will be posted publicly, excluding those discussed in one-on-one discussions conducted in accordance with Section 2.8 or questions submitted as confidential or proprietary pursuant to Section 2.5 & 2.8.5 above (to the extent that WIFA agrees with such confidentiality or proprietary designation). WIFA will respond in writing to all questions submitted. However, WIFA reserves the right to state, and has sole discretion to determine, that WIFA will not be answering or commenting on a specific question without further explanation. Amendments may be issued.

2.8. One-on-One Meetings

WIFA intends to conduct one-on-one meetings with each Qualified Proposer on the dates set forth in Section 1.7, or on other such dates designated by WIFA in writing to the Qualified Proposers to discuss issues and clarifications regarding the Solicitation (including these instructions and the form of LTWIP Base Contract), and related documents or communications provided by WIFA or the Qualified Proposers. At WIFA's discretion, Stakeholders may also participate in the WIFA-Proposer one-on-one meetings. WIFA reserves the right to disclose to all

Qualified Proposers any issues raised during the one-on-one meetings; provided, however, that WIFA will not disclose such issues if WIFA, in its sole discretion, determines that disclosure: (i) would impair the confidentiality of information that WIFA determines is confidential and which is submitted as part of this procurement, or would reveal a Qualified Proposer's confidential business strategies; (ii) is not necessary in order to address an error, mistake, omission, conflict or ambiguity in the Procurement related documents; (iii) is not necessary for purposes of fairness and transparency; and (iv) is not required by the Arizona Public Records Law. Participation at such meetings by the Qualified Proposers shall be mandatory. Representatives of WIFA and WIFA advisors, may attend and participate in one-on-one meetings.

Proposers are required to submit Form IQS-11 Letter Agreement for Industry Review One-on-One Meetings with Proposer's INITIAL QUALIFICATIONS SUBMITTAL. Form IQS-11 Letter Agreement for Industry Review One-on-One Meetings describes specific requirements and procedures for one-on-one meetings.

The referenced letter agreement includes the following terms:

- Prior to commencing participation in industry review and the one-on-one meetings, WIFA requires that each Qualified Proposer execute Attachment A (Countersignature to Letter Agreement), pursuant to which the Qualified Proposer agrees to abide by this Letter Agreement and confirms that it will not base any protest regarding the Procurement on the basis that the industry review process described in this Letter Agreement, including one-on-one meetings, occurred. Respondents to the Initial Qualifications Submittal shall return an executed copy of Attachment A (which should be transmitted attached to a copy of this Letter Agreement) to WIFA as part of the Initial Qualifications Submittal.
- Failure by a Qualified Proposer to return an executed copy of Attachment A by the above deadlines may, in WIFA's sole discretion, result in a delay in the delivery of documents to that Proposer and/or that Proposer being precluded from participation in the industry review process and, ultimately, disqualification from the Procurement.

2.8.1. One-on-One Meetings

The one-on-one meetings are mandatory for all Qualified Proposers, and a representative of each Qualified Proposer must be present at each of the meetings (up to 12 representatives will be allowed). All one-on-one meetings during the Procurement process must adhere to the procedures set forth in Exhibit 1 to this Letter Agreement.

The initial one-on-one meetings to be held during this industry review phase will be held in person, in or near Phoenix, Arizona as set forth below. The specific location of the one-on-one meetings shall be sent to Qualified Proposers before the meetings.

The discussion topics for the one-on-one meetings shall include: (1) commercial and financial issues in the Solicitation and draft Agreement; and (2) technical issues.

A minimum of ten business days in advance of the one-on-one meeting, each Qualified Proposer shall submit to WIFA's Procurement Officer the following documents in Microsoft Word:

- A. A set of the Qualified Proposer's written comments and questions relating to the Solicitation. The comments should be submitted in the format described in Section C of Exhibit 1 (Procedures for One-on-One Meetings) and using the format shown in Exhibit 2 (Industry Review Question/Comment Form); and
- B. A written agenda and list of Qualified Proposer's one-on-one meeting attendees (including name, title, firm, and role on the Qualified Proposer's team).

Qualified Proposers will be required at each of the one-on-one meetings to execute an Acknowledgment Regarding One-on-One Meetings in the form of Attachment B to this Letter Agreement.

2.8.2. Subsequent One-on-One Meetings

At this time, WIFA intends only to hold one set of one-on-one meetings prior to award. WIFA reserves the right to hold additional one-on-one meetings if deemed necessary. Additional information concerning the dates, locations and topics of these meetings, if applicable, would be made available to the Qualified Proposers.

2.8.3. Rules of Contact

Qualified Proposers are required to abide by the following rules of contact:

- A. No Qualified Proposer or any of its team members may communicate with another Qualified Proposer or its team members with regard to the Solicitation documents, one-on-one meetings, or any team's Proposal, except that (1) subcontractors that are shared between two or more Qualified Proposers may communicate with their respective team members so long as those Qualified Proposers establish a reasonable protocol to ensure the subcontractor will not act as a conduit of information between the teams, and (2) this prohibition does not apply to public discussions regarding the Solicitation documents at any informational meetings sponsored by WIFA.
- B. Only the authorized representative identified by each Qualified Proposer in its Statement of Qualifications may correspond with WIFA regarding the Solicitation and one-on-one meetings. Such authorized representatives shall only communicate in writing with WIFA and addressed to the Procurement Officer in accordance with SECTION 2.
- C. No Qualified Proposer or representative thereof shall have any ex parte communications in relation to this solicitation in accordance with Section 2.6, including the following:
 - HDR Engineering, Inc.;
 - Nossaman LLP;
 - Snell & Wilmer LLP
 - Spencer Fane LLP
 - KPMG LLP
 - Piper Sandler
 - "Affiliates" of the foregoing (meaning parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and

partnerships involving such entities, and other financially liable or responsible parties for the entity). Common ownership does not include the holding of stock in a publicly traded company unless such stock ownership is a majority position or results in control of the affected entity.

The foregoing restriction shall not, however, preclude or restrict communications: (a) expressly permitted by the Solicitation and this Letter Agreement; (b) approved in writing in advance by WIFA; (c) with regard to matters unrelated to the Solicitation documents, (d) any public or Qualified Proposer workshop related to the Procurement; or (e) any communications with WIFA personnel necessary to comply with pre-qualification or licensing requirements required by the Agreement.

1. Qualified Proposers shall not directly contact the below-listed “Stakeholders,” or any of their employees, representatives, consultants, or members, regarding the Solicitation, it being WIFA’s intent that WIFA provide any necessary coordination with such Stakeholders during this stage in order that, among other things, this Solicitation be implemented in a fair, competitive, and transparent manner and with uniform dissemination of information:
 - a. Any federal, state, or local government agent or agency of the United States of America, other country or government, or political subdivision thereof.

Information requests concerning these Stakeholders must be sent to WIFA’s Procurement Officer in accordance with SECTION 2.

- a) Any communications determined by WIFA, in its sole discretion, to be prohibited or improper may result in disqualification. “Improper” as used in this Letter Agreement means detrimental or prejudicial to the integrity of the Procurement.
- b) Any official information regarding the Solicitation will be in writing, on WIFA’s letterhead, and signed by WIFA’s Procurement Officer or their designee.
- c) WIFA will not be responsible for, and the Qualified Proposers may not rely on, any oral or written exchange or any other information or exchange that occurs outside the official process specified in this Solicitation.

2.8.4. Qualified Proposer Questions

Qualified Proposer questions during one-on-one meetings and in connection with documents issued during the industry review process are addressed in Exhibit 1.

Qualified Proposers may commence asking questions about the Solicitation at this time. Qualified Proposers may submit written questions to WIFA’s Procurement Officer in accordance with SECTION 2. WIFA will only consider questions regarding the Solicitation documents if submitted by a Qualified Proposer to WIFA’s Procurement Officer in accordance with SECTION 2.

2.8.5. Confidentiality Agreement

As a condition to participation in the industry review process, each Qualified Proposer (on behalf of itself and all of its corresponding team members) agrees to maintain the confidentiality of all Solicitation documents, reference documents, documents posted on the Website, and any other

information related to the Solicitation that WIFA designates to Qualified Proposers as confidential (collectively, "Confidential Information"). Each Qualified Proposer agrees to maintain security and control over all documents and e-mails containing such Confidential Information in the Qualified Proposer's custody or control. Qualified Proposers agree it will not divulge any Confidential Information to the media, any member of the public, or any other party for a purpose other than to a team member for development of a proposal in response to the Solicitation.

2.8.6. Protests

Any protest that a Qualified Proposer may have arising out of or relating to this Letter Agreement, the terms, conditions, and procedures contained in this Letter Agreement, the Acknowledgment Regarding One-on-One Meetings contained in Attachment B to this Letter Agreement, or the Solicitation must be addressed in accordance with Section 2.21 of the Solicitation.

The one-on-one meetings will adhere to the following:

- The meetings are intended to provide Qualified Proposers with a better understanding of the Procurement and related documents or communications provided by WIFA.
- WIFA, except as noted in this Letter Agreement, will not discuss with any Qualified Proposer any information submitted as part of this procurement other than its own.
- The Qualified Proposers shall not seek to obtain commitments or coaching from WIFA or their advisors in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Qualified Proposer.
- No aspect of these meetings is intended to provide any Qualified Proposer with access to information that is not similarly available to other Qualified Proposers. Accordingly, material information about the Solicitation that WIFA reveals or discusses in response to questions raised in a one-on-one meeting will, except as noted in this Letter Agreement, be revealed to the other Qualified Proposers.
- The discussions or any statements made by either party shall not be binding on such party.
- No part of the evaluation of Proposals will be based on the conduct or discussions that occur during these meetings.

Persons attending the one-on-one meetings will be required to sign an acknowledgment of the foregoing rules.

2.8.7. Questions and Responses During One-on-One Meetings

During one-on-one meetings, Qualified Proposers may provide information and comments and ask questions, and WIFA may provide oral responses. If, during any individual one-on-one meeting, WIFA provides responses to material questions asked by any Qualified Proposer, the questions and answers may, in WIFA's sole discretion, be recorded and provided in writing to all Qualified Proposers, except to the extent provided in this Letter Agreement. The extent of permitted reliance on WIFA responses, if any, shall be limited and shall be set forth in the Solicitation documents.

2.8.8. Questions and Responses Regarding the Project

Qualified Proposers shall be responsible for reviewing Solicitation related documents or communications provided by WIFA, and for requesting clarification or interpretation of any perceived discrepancy, inconsistency, deficiency, ambiguity, error or omission contained therein, or of any provision which the Qualified Proposer fails to understand. Qualified Proposers will be limited to 75 comments, questions, or requests for clarification during the one-on-one process. If a comment or question has more than one subpart, each subpart will be considered a separate comment or question. Corrections of typographical errors, incorrect cross references or internal inconsistencies within the Solicitation will be excluded from the 75-question limitation.

Qualified Proposers shall submit, and WIFA will respond to, such requests in accordance with this Section C of Exhibit 1. The oral responses and any written responses will not be considered part of the LTWIP Base Contract(s).

Qualified Proposers shall submit questions regarding the Solicitation provided by WIFA, including requests for additional information, clarification, or interpretation or to correct any discrepancy, inconsistency, deficiency, ambiguity, error or omission, to WIFA's Procurement Officer in accordance with Section 3 in the format prescribed in this Letter Agreement. Telephone or oral requests will not be considered.

Qualified Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to this Solicitation. Questions may be submitted only by the Qualified Proposer's identified authorized representative and must include the representative's name, address, telephone, e-mail address, and the Qualified Proposer he/she represents. Such comments/questions shall: (i) be submitted in Microsoft Word using the format set forth in Exhibit 2; (ii) be sequentially numbered; (iii) identify the relevant section number and page number (e.g., Technical Requirements, Section 3.2.2); or, if it is a general question, so indicate; (iv) not identify the Qualified Proposer's identity in the body of the question or contain confidential information; and (v) indicate whether the question is a Category 1, 2, 3, or 4 question.

As used above, "Category 1" means a potential "go/no-go" issue that, if not resolved in an acceptable fashion, may preclude the Qualified Proposer from submitting a Proposal. "Category 2" means a major issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Qualified Proposer from submitting a Proposal. "Category 3" means an issue that may affect value for money, or another material issue, but is not at the level of a Category 1 and Category 2 issue. "Category 4" means an issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc.

WIFA reserves the right to reject questions or requests not meeting the foregoing requirements. Questions or comments addressed to any person other than WIFA's Procurement Officer will not be considered.

2.8.9. Responses to Questions; Confidentiality

Responses to questions will be provided either through revised drafts of documents or, in limited circumstances, specifically in writing and will be delivered to all Qualified Proposers.

2.9. Initial Qualifications Submittal and Offer Preparation

The Initial Qualifications Submittal and Offer shall be formatted in accordance with the requirements specified herein. Initial Qualifications Submittals and Offers shall include the forms provided with the Solicitation documents, or on legible photocopies of the forms. Proposers shall complete the forms in accordance with the directions specified therein. All required explanatory narratives and the supplementary data are to be included with the Initial Qualifications Submittal and Offer forms, as applicable and as indicated.

2.9.1. Forms: No Facsimile, Telegraphic or Electronic Mail Initial Qualifications Submittals and Offers

An Initial Qualifications Submittal and Offer shall be submitted on the forms provided in this Solicitation. A facsimile, telegraphic, mailgram or electronic mail Initial Qualifications Submittal and Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.

2.9.2. Typed or Ink, Corrections

The Initial Qualifications Submittal and Offer shall be typed or in ink. Pencil or erasable ink shall not be accepted. Erasures, interlineations or other modifications in an Initial Qualifications Submittal and Offer, as applicable, shall be initialed in ink by the person signing the Initial Qualifications Submittal and Offer, as applicable. Modifications shall not be permitted after Initial Qualifications Submittals and Offers, as applicable, have been opened except as otherwise provided under this Solicitation.

2.10. Initial Qualifications Submittal and Offer Modifications or Withdrawal

A Proposer may modify its Initial Qualifications Submittal or Offer at any time, in writing, before the Initial Qualifications Submittal due date and time or the Offer due date and time, as applicable. A.A.C. R-18-806.

A Proposer may withdraw its Initial Qualifications Submittal or Offer, as applicable, by delivering a written request, signed by the Proposer's representative, to the Procurement Officer prior to the award of the Contract. A.A.C. R8-15-806.

An Initial Qualifications Submittal or Offer, as applicable, may not be modified or withdrawn after the Initial Qualifications Submittal due date and time or Offer due date and time, as applicable, except as otherwise provided under A.A.C. Title 18, Chapter 15, Article 8.

Initial Qualifications Submittals and Offers shall be submitted without reservations, qualifications, deviations, assumptions, limitations, conditions, assumptions, or other exceptions to or deviations from the requirements of the Solicitation documents. Any Initial Qualifications Submittal or Offer that assumes or would require material changes to the LTWIP Base Contract

documents, as determined by WIFA in its sole discretion, may result in the Initial Qualifications Submittal or Offer, as applicable, being deemed non-responsive.

2.11. Multiple Offers

A Qualified Proposer may submit multiple Offers only if each such Offer is for a different WIP.

2.12. Initial Qualifications and Offer Submission

Proposers must submit one electronic copy of its Initial Qualifications Submittal and Offer, as applicable. The electronic copy must meet the requirements listed in this section.

Initial Qualifications Submittals and Offers as applicable, under this Solicitation must be submitted electronically and received by WIFA no later than 5:00 p.m. Mountain Standard Time on the Initial Qualifications Submittal due date (January 16, 2025) or the Offer due date (April 10, 2025), as applicable.

Each Proposer shall register for access to the electronic Procurement Portal as directed in Section 2.4. Each Proposer shall be provided with a unique link to a secure folder that will be used to upload the Initial Qualifications. Qualified Proposers will be provided with a separate link to a secure folder used to upload the Offer.

Electronic copies of the Offer contents shall be: (a) provided in an unalterable searchable Adobe PDF format; (b) bookmarked for ease of navigation, and (c) delivered via the Procurement Portal.

2.12.1. Late Initial Qualifications Submittals and Offers

Initial Qualifications Submittals and Offers must be in the WIFA Procurement Office's possession no later than WIFA's provided deadline. Initial Qualifications Submittals and Offers received after the date and time specified herein will not be considered unless an exception applies under A.A.C. § R18-15-809.

It is the Proposer's sole responsibility to see that its Initial Qualifications Submittal and Offer is received as required under this Solicitation. WIFA may leave unopened any Initial Qualifications Submittal or Offer received after the required date and time for receipt thereof. Any such unopened Initial Qualifications Submittal or Offer, as applicable, may be returned to the Proposer.

2.12.2. Cost of Initial Qualifications Submittal and Offer Preparation

WIFA will not reimburse any Proposer the cost of responding to this Solicitation, including for the cost of preparation of any Initial Qualifications Submittal or Offer.

2.12.3. Non-Collusion, Employment, and Services

By signing the Initial Qualifications Submittal and Offer Certification Form or another official contract or Solicitation form, the Proposer certifies that:

- The Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Initial Qualifications Submittal and Offer; and

- The Initial Qualifications Submittal and Offer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

2.12.4. Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing proposed in the Solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Proposer.

2.13. Solicitation Order of Precedence

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

- Solicitation Instructions to Proposers; and
- Other documents referenced or included in the Solicitation.

2.14. Exceptions to Terms and Conditions

Any requested exceptions shall be submitted on or before the date listed in the Solicitation Schedule (Section 1.7). WIFA will evaluate requested exceptions and may provide a written response and/or Amendment at its discretion. Only approved exceptions set forth in a written response from WIFA and/or Amendment may be incorporated into an Initial Qualifications Submittal or Offer, as applicable.

Exceptions that are not submitted in accordance with this Section 2.14 will not be considered and, as set forth in Section 2.14, Proposers may not submit an Initial Qualifications Submittal or Offer with any exceptions, exclusions, reservations, deviations, limitations or qualifications except for those expressly set forth in this Solicitation.

2.15. Organizational Conflicts of Interest

Proposers are required to comply with the Water Infrastructure Finance Authority of Arizona's (WIFA) Organizational Conflict of Interest Policy for the Solicitation, which can be found below and is also included in SECTION 8 For purposes of WIFA's Organizational Conflict of Interest Policy for the Solicitation, an "organizational conflict of interest" means a circumstance arising out of a Consultant's existing or past activities, including past activities as a Consultant to or employee of WIFA, business interests, familial relationships, contractual relationships, and/or organizational structure (i.e., Affiliates, etc.) wherein (i) the Consultant is or may be unable to render impartial assistance or advice to WIFA, (ii) the Consultant's objectivity in performing the scope of work sought by WIFA is or might be otherwise impaired, (iii) the Consultant has, or is perceived to have, an unfair competitive advantage; (iv) the Consultant's performance of Services on behalf of WIFA does or may provide an unfair competitive advantage to a third party; or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Consultant or a third party as a result of the Consultant's participation in the Solicitation.

It is WIFA's policy that an organizational conflict of interest exists for any person or firm under contract, or previously under contract with WIFA, to prepare procurement documents, preliminary plans, planning reports or other project development products for the Solicitation. A person or firm with an organizational conflict will not be allowed to participate in any capacity on a Proposer's team. Exceptions to this policy may be granted by WIFA, upon written request from such person or firm, if it is determined that the person's or firm's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit a written request as soon as possible (optimally within twenty (20)) days after the issuance date of the Solicitation, because WIFA shall not extend the Initial Qualifications Submittal Deadline or be responsible for any inability or failure to respond prior to the Initial Qualifications Submittal Deadline to any such request.

The purpose of the Organizational Conflict of Interest Policy are as follows:

- Promote full and open competition, integrity, and transparency in procurement or LWTIP Base Contract administration;
- Promote an environment conducive to contracting parties providing goods or services to WIFA in an impartial and objective manner;
- Provide guidance to enable contracting parties to make informed decisions while conducting business with WIFA; and
- Protect the validity of WIFA's procurement or LWTIP Contract administration, protect WIFA's interests, and protect WIFA's confidential and sensitive information.

Proposer shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Proposer shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel, may result in, or could be viewed as, an organizational conflict of interest.

Proposer is prohibited from teaming with, receiving any advice or discussing any aspect relating to the Services or the Solicitation or the procurement of the Services or the Solicitation with any person or entity with an organizational conflict of interest identified as WIFA Consultants and Technical Support in Section 2.6.6 of the Solicitation.

"Affiliates" of the foregoing are also subject to this organizational conflict policy and include any parent companies, subsidiary companies, entities under common ownership, joint ventures and partnerships involving such entities, and other financially liable or responsible parties for the entity. Common ownership does not include the holding of stock in a publicly traded company unless such stock ownership is a majority position or results in control of the affected entity.

Such persons and entities are also prohibited from participating on a Proposer team as an equity member, contractor, subcontractor, consultant or subconsultant.

By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is discovered after Offer submission, the Proposer shall make an immediate and full written disclosure to WIFA that includes a description of the action that the Proposer has taken or

proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, WIFA may disqualify the Proposer. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose exists and the Proposer has entered into a resulting LWTIP Base Contract with WIFA, WIFA may terminate the LWTIP Base Contract. In either case, WIFA reserves all legal rights and remedies. Proposers should not view the foregoing list as an exhaustive list of those firm(s) that have or may have conflicts of interest.

Proposers are also advised that WIFA's guidelines and the provisions of this Solicitation are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to the National Environmental Policy Act (NEPA). Such applicable Governmental Rules will also apply to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

2.16. General Information Regarding Evaluation Criteria and Process

WIFA will review and evaluate the Initial Qualifications Submittal in accordance with the evaluation criteria and process set forth in these Special Instructions to Proposer and the initial qualifications submittal SECTION 3 of the Solicitation.

WIFA will review and evaluate the Offers in accordance with the evaluation criteria and process set forth in these Special Instructions to Proposers and the evaluation criteria (Solicitation SECTION 6).

WIFA will determine if Initial Qualifications Submittals are complete and Proposers are responsible in Section 3.1. Responsibility includes, but is not limited to, the Proposer's:

- Financial, business, personnel, or other resources, including subcontractors;
- Record of performance and integrity;
- Record of debarment, default, exclusion or suspension;
- Legal qualifications to contract with WIFA;
- Prompt supply of all requested information concerning responsibility; and
- Any other responsibility criteria identified in the Solicitation.

2.16.1. Clarifications

WIFA may engage in communications with the Proposers after receipt of Initial Qualifications Submittals and Offers, as applicable, allowing Proposers to provide clarifications to their Initial Qualifications Submittals and Offers, as applicable. A.A.C. R18-15-813. This process will be initiated by delivery of a written request from WIFA to the Proposer identifying the information needed and a date and time by which the information must be provided.

A Proposer shall provide the requested information in writing by the date and time indicated. If the requested information is not timely received, the Proposer's evaluation may be adversely affected and/or the Initial Qualifications Submittals and Offer, as applicable, may be deemed non-responsive.

2.16.2. Errors or Irregularities

WIFA reserves the right to waive errors, omissions or irregularities to the maximum extent permitted by law.

2.16.3. Pre-Award Negotiation

Pursuant to A.A.C. § R18-15-815, WIFA may conduct negotiations with responsible Qualified Proposers who submit Offers determined to be reasonably susceptible to being selected for award for the purpose of clarification to ensure full understanding of the Solicitation requirements. Negotiation shall be conducted in accordance with Section 6.5 of the Solicitation.

2.16.4. Best and Final Offer (“BAFO”)

Pursuant to A.A.C. § R18-15-817 through R18-15-818, WIFA may request one or more written revisions to an Offer constituting a BAFO. The BAFO must contain all of the documents and attachments indicated in the request for a submitted Offer. Qualified Proposers may make revisions in response to the negotiations/discussions and the Procurement Officer’s request for BAFO in all applicable documents. Qualified Proposers shall follow any additional instructions from the Procurement Officer regarding requirements for BAFO responses. Qualified Proposers may be required to sign and date another “Offer and Acceptance” form.

If requested, WIFA shall evaluate BAFOs based on the evaluation criteria contained in this Solicitation. WIFA will not modify evaluation criteria or their relative order of importance after Proposal due date and time.

2.17. WIFA Rights

WIFA may investigate the qualifications and responsibility of any Proposer under consideration inclusive of, but not limited to, the information provided in its Initial Qualifications Submittal and Proposal. WIFA may require confirmation of information furnished by a Proposer, and require additional evidence of qualifications and responsibility to perform the services described in the Offer. WIFA reserves the right to:

- Reject any or all of the Initial Qualification Submittals and/or Offers, at its discretion, to the fullest extent allowed under the law;
- Remedy errors in this Solicitation;
- Cancel the entire Solicitation;
- Issue subsequent solicitations;
- Appoint selection and evaluation subcommittees to review the Initial Qualifications Submittals and Offers;
- Seek the assistance of outside technical experts to review the Initial Qualifications Submittals and Offers;
- Approve or disapprove the use of particular subcontractors and suppliers;
- Establish a Competitive Range of Qualified Proposers eligible for discussions, demonstrations, and negotiations after review of Offers, and solicit Best and Final Offers from all or some of the Qualified Proposers;

- Negotiate with any, all, or none of the Qualified Proposers;
- Proceed with negotiations with other Qualified Proposer(s) within the Competitive Range if negotiations fail with the initially selected Qualified Proposer;
- Award multiple LWTIP Base Contracts without interviews, discussions, or negotiations;
- Accept other than the lowest priced Offer;
- Disqualify Proposer(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s);
- Waive any informalities, errors, omissions or irregularities in any Initial Qualifications Submittals and Offer, to the extent permitted by law;
- Consider alternate procurement and/or public private partnership venture approaches for future WIP development; and
- Deliver WIPs with other developers and contractors.

2.18. Award

2.18.1. Most Advantageous to WIFA

Under A.A.C. § R18-15-819, LTWIP Base Contracts will be awarded to the responsible Qualified Proposers whose Offer(s) is/are determined to be most advantageous to WIFA based on the stated evaluation factors set forth in the Solicitation.

2.18.2. Determination

The Evaluation Committee will evaluate Offers in accordance with the criteria established in this Solicitation and will provide recommendations to the WIFA Long Term Water Augmentation Committee, who may then make further recommendations to the WIFA Board of Directors established by A.R.S. § 49-1206(A). The Board will select any number of proposed Developers for award of a LTWIP Base Contract.

The Director or Director's designee shall document the Committee and Board's decisions via a written determination explaining the basis for the award and place the determination, including any final evaluation report or other supporting documentation, in the respective Offeror's Procurement File. At each evaluation stage, WIFA shall notify all Qualified Proposers of an award. Once an Offer is not recommended for award at any stage of the evaluation process, it will be deemed as not susceptible for Award and any later evaluation or Solicitation stage.

2.18.3. Number of Awards

WIFA reserves the right to make multiple awards, one award, or no contract awards in as many or project categories as is determined by WIFA to be the most advantageous to WIFA.

2.18.4. Contract Formation

An Initial Qualifications Submittal or Offer does not constitute an LTWIP Base Contract, nor does it confer any rights on the Proposer to the award of an LTWIP Base Contract. A contract is not created until WIFA and the Qualified Proposer signs a LTWIP Base Contract. A notice of award or of the intent to award shall not constitute acceptance of an Offer.

2.18.5. Contract Document Consolidation

WIFA may, at its option, consolidate the resulting LTWIP Base Contract documents after award. Examples of such consolidation are reorganizing Solicitation Documents and those components of the Offer not pertaining to the LTWIP Base Contract's operation and excluding any components of the Offer that were not awarded. Contract document consolidation will not, however, include or be construed to include any material change to the Solicitation or the LWTIP Base Contract.

2.18.6. Cancelled Solicitations

This Section 2.18 shall not apply to any Solicitation cancelled by WIFA prior to an award.

2.19. Public Records Laws

All Initial Qualifications Submittals and Offers submitted and opened are public records and must be retained by WIFA in accordance with the applicable Arizona Public Records statutes. Initial Qualifications Submittals and Offers shall be open to public inspection after Contract award, except for such Initial Qualifications Submittals and Offers deemed to be confidential by WIFA. If a Proposer believes that information in its Initial Qualifications Submittal or Offer, as applicable, should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Initial Qualifications Submittal or Offer, as applicable, detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. WIFA shall determine whether the identified information is confidential pursuant to A.A.C. § R18-15-807.

2.20. Disqualification of Proposer

Any person, firm, corporation, joint venture, partnership, or other interested party that has been compensated by WIFA or a contractor engaged by WFIA for assistance in preparing this Solicitation shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting an Initial Qualifications Submittal and Offer in response to this Solicitation.

After this Solicitation is issued, any person, firm, corporation, joint venture, partnership, or other interested party that has discussions regarding this Solicitation with anyone within WIFA other than the Procurement Officer (other than those communications explicitly permitted by this Solicitation), may be considered to have gained an unfair competitive advantage. Non-compliance with this section could lead to disqualification.

2.21. Protests

Any protest of the award will be handled pursuant to A.R.S. Title 49, Chapter 8 and Arizona Administrative Code §§ R18-15-821 through R18-15-825 by the Director or Director's designee.

All protests shall be in writing and filed with the Director or Director's designee at [procurement@azwifa.gov].

A protest shall be received by the Director or Director's designee **before the Offer Due Date** if the alleged improprieties are apparent before the Offer Due Date and time. See A.A.C. § R18-15-821(C). Examples include protests related to:

- Terms and conditions or elements of the Solicitation;
- IQS Determinations;
- Responsiveness and Responsibility Determinations;
- Determination of Qualified Proposers;
- The Competitive Range;
- Determination of not susceptible for award.

A protest of a proposed award or of an award shall be filed **no later than ten (10) days** after WIFA makes the Procurement File for the specific Proposer/Offeror or Protester available for public inspection. See A.A.C. R18-15-821(D). All proposals are evaluated solely against the scoring criteria and the Solicitation requirements. Offeror proposals are not compared against other proposals. As such, and because more than one award is possible, Offerors are solely limited to protest grounds related to the evaluation of the proposal as to the Solicitation and evaluation process as to the specific proposal. All protests shall include:

- The name, address and telephone number of the Interested Party;
- The signature of the Interested Party or the Interested Party's representative;
- Identification of the Solicitation or Contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

The Director or Director's Designee will issue a recommended decision pursuant to A.A.C. Title 18, Chapter 15, Article 8. The Board shall then review the recommended decision and accept, reject, or modify it. The decision of the Board will be a final administrative decision. See A.A.C. § R18-15-824(C).

2.22. Solicitation Amendment

WIFA reserves the right to revise the Solicitation documents prior to the Offer Due Date. A.A.C. R18-15-803. Such revisions, if any, shall only be made by an Amendment to this Solicitation.

Proposers shall acknowledge receipt of all Amendments to the Solicitation. A.A.C. R18-15-803(C). Each Solicitation Amendment shall be signed with an original signature by the person signing the Initial Qualifications Submittal or Offer, as applicable and shall be submitted no later than the Initial Qualifications Submittal due date and time or Offer due date and time, as applicable. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Initial Qualifications Submittal or Offer, as applicable.

Prior to submitting an Initial Qualifications Submittal or Offer, as applicable, to WIFA for consideration, each Proposer is responsible for checking the data room to ensure that it has received all Amendments to this Solicitation. A.A.C. R18-15-803(C).

2.23. Signing of Offer and Authorization to Negotiate

2.23.1. Evidence of Intent to be Bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Qualified Proposer's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.

2.23.2. Responsibility Determination

For the Offer(s) awarded an LTWIP Base Contract, WIFA's signature on the LTWIP Base Contract constitutes a determination that the Proposer is responsible. A.A.C. R-18-15-814(F).

2.24. Definition of Terms

As used in this Solicitation, the following terms shall have the following meanings:

"Attachment" means any item the Solicitation requires a Qualified Proposer to submit as part of the Offer.

"Award" means a determination by WIFA that it is entering into an LTWIP Base Contract with one or more Qualified Proposers.

"Board" has the same meaning as prescribed in A.R.S. § 49-1201(2).

"Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or other private legal entity.

"Competitive Range" is a range of scores used by WIFA to determine whether an Offer will be considered for negotiations or a BAFO. WIFA may conduct multiple reviews and narrow or expand the Competitive Range throughout the procurement process. Those Offers that have no reasonable chance for award when compared on a relative basis with more highly ranked Proposals will not be in the Competitive Range. Offers to be considered within the Competitive Range must, at a minimum, demonstrate the following: (1) Affirmative compliance with mandatory requirements designated in the Solicitation; (2) An ability to deliver goods or services on terms advantageous to WIFA sufficient to be entitled to continue in the competition; or (3) That the Offer as submitted is technically acceptable under the criteria set forth in the Solicitation.

"Construction" has the same meaning as prescribed in A.R.S. § 41-2503(4).

"Contractor" means any Person who enters into an LTWIP Base Contract with WIFA. Contractor has the same meaning as Developer.

"Data" means documented information, regardless of form or characteristic.

"Day" means a calendar day and time is compute under A.R.S. § 1-243, unless otherwise specified in the Solicitation or LTWIP Base Contract.

“Developer” means an entity that has executed a LTWIP Base Contract. Developer has the same meaning as Contractor.

“Director” means the Director of WIFA or the Director’s designee.

“Equity Member” means each Person that will hold a direct ownership interest (legal and beneficial) in the proposed Developer, including each Person identified by a Proposer as an “Equity Member” in its Proposal.

“Evaluation Committee” is a committee of individuals assigned by the Long Term Water Augmentation Committee to review and develop scoring for Offers.

“Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

“Financially Responsible Entity” A parent company, affiliate, or other entity (if any) providing financial support to an Equity Member or Lead Construction Contractor and whose financial statements are submitted to show that an Equity Member or Lead Construction Contractor has sufficient financial capacity for its role under the Contract and potential pre-development agreement.

“Form of Contract” means the Form of Contract – LTWIP Base Contract in SECTION 10 of this Solicitation.

“Implementation Agreement” has the meaning set forth in Section 1.1.

“Interested Party” means a Proposer whose economic interest is affected substantially and directly by issuance of a Solicitation, an award or loss of an award. Whether a Proposer has an economic interest depends upon the circumstances of each case.

“Key Personnel” means the following individuals and such other individuals so identified in a Proposer’s Initial Qualifications Submittal or Offer, as applicable:

- Project Manager;
- Design Manager;
- Construction Manager;
- Operations Manager;
- Quality Manager and
- Financial Manager.

“Lead Construction Contractor” means the entity primarily responsible for performing construction work on a proposed WIP.

“Lead Engineering Firm” means the entity primarily responsible for performing the design work on a proposed WIP.

“Long-Term Water Importation Project Base Contract” or **“LTWIP”** means a contract awarded through the result of this Solicitation. The LWTIP Base Contract shall provide for as-

needed for services related to the development of WIPs through the Long-Term Water Augmentation Fund.

“May” means something is permissive.

“Negotiation” means an exchange or series of exchanges between WIFA and a Proposer or Developer that allows WIFA or the Proposer or Developer to revise an Offer or the LTWIP Base Contract.

“Offer” means a response to a Solicitation from a Qualified Proposer.

“Person” means any corporation, business, individual, union, committee, club, other organization, or group of individuals.

“Procurement” means buying, purchasing, renting, leasing or otherwise acquiring any materials, property, services, or construction, in connection with a Water-Related Facilities project or a WIP. Includes all functions that pertain to obtaining any materials, services, or construction, including description of requirements, selection and Solicitation of sources, preparation and award of Contract, and all phases of contract administration as part of this Solicitation. Does not include providing financial assistance in the form of loans or grants.

“Procurement Officer” means the person who has been duly authorized by WIFA to enter into and administer this Solicitation and the LTWIP Base Contract and to make written determinations with respect to this Solicitation and/or the LTWIP Base Contract.

“Proposer” means a Person who responds to a Solicitation.

“Proposer-Related Entity” means any of the following: (a) Proposer; (b) Proposer’s proposed Equity Members; (c) identified subcontractors; (d) any other Persons identified as performing any work related to the Proposal; (e) any other Persons for whom Proposer may be legally or contractually responsible; and (f) the employees, agents, officers, directors, representatives, consultants, successors, and assigns of any of the foregoing.

“Procurement File” means the official records file of WIFA as to the Proposer’s proposal evaluation. The Procurement File shall include (electronic or paper) the following: list of notified vendors; final Solicitation; Solicitation amendments; Initial Qualification Submittals, bids and Offers; Offer revisions; BAFOs; negotiations; clarifications; final evaluation reports; and additional information, if requested by WIFA. Each Proposer will have its own Procurement File that will be released upon disqualification or award.

“Qualified Proposer” means a Proposer that has been determined by WIFA, as a result of the Initial Qualifications Submittal, to be responsible and eligible to submit an Offer.

“Reference Documents” means documents provided with and so designated in the Solicitation. Reference Documents are not a part of the LTWIP Base Contract and are used for reference only.

“Secondary WIP Selection Process” means selection of a Developer following work performed under a LTWIP Base Contract through Task Orders to provide additional services, typically through execution of a Contract.

“Shall” means something is mandatory.

“Solicitation” means this Long-Term Water Augmentation Solicitation for Procurement.

“Solicitation Amendment” or **“Amendment”** means a written document that is signed by WIFA and issued for the purpose of making changes to the Solicitation.

“Subcontractor” means a Person who contracts to perform work or render service to a Developer or to another Subcontractor as a part of an LTWIP Base Contract with WIFA, express or implied, between the Developer and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the LTWIP Base Contract.

“State” means WIFA, the State of Arizona and any Department or Agency of the State that executes the Contract.

“Task Order” means a specific scope of work for services issued to a Developer under an LTWIP Base Contract.

“Trade Secret” means information, including a formula, pattern, device, compilation, program, method, technique, or process, that is the subject of reasonable efforts to maintain its secrecy and that derives independent economic value, actual or potential, as a result of not being generally known to and not being readily ascertainable by legal means.

“Water-Related Facilities” has the same meaning as prescribed in A.R.S. § 49-1201(21).

“Water Importation Project” or **“WIP”** is a project developed as a Water Supply Development project.

“Water Supply Development” or **“WSD”** has the same meaning as prescribed in A.R.S. § 49-1201(22).

“WIFA” means the Water Infrastructure Authority of Arizona.

- END OF SECTION 2. SPECIAL INSTRUCTIONS TO PROPOSERS -

SECTION 3. INITIAL QUALIFICATIONS SUBMITTAL REQUIREMENTS

3.1. Initial Qualifications Submittal

Proposers must submit an Initial Qualifications Submittal that complies with the requirements set forth in this SECTION 3. Forms for the Initial Qualifications Submittal are found in initial qualifications submittal forms (Solicitation SECTION 7).

3.2. General Requirements

Proposer must submit to the Procurement Officer one electronic copy of the Initial Qualifications Submittal as provided herein for each WIP that Proposer intends to Propose. The electronic copy must comply with the requirements set forth in Electronic Copies (Solicitation Section 4.2.2).

3.2.1. Initial Qualifications Submittal Preparation

Initial Qualifications Submittals shall be prepared as 8-1/2 x 11" pages with 1" left, top, bottom, and right margins. Each side shall be considered one page. Typing shall be single-spaced and with a minimum font size of 10 points. Proposer shall number each page consecutively (i.e. 1-1, 1-2 and 2-1, 2-2, and so on) and shall center page numbers at the bottom of each page.

Use of 11"x17" sheets for large tables, charts, diagrams, or drawings is permissible, but should be limited. Elaborate format is not necessary.

Required forms shall use the templates provided, unless otherwise directed.

3.3. Administrative Submittal Requirements

The Initial Qualifications Submittal must include the following, in the form provided in INITIAL QUALIFICATIONS SUBMITTAL AND OFFER FORMS AND REQUIRED CERTIFICATIONS (Solicitation SECTION 7) (as applicable) and properly executed (as applicable).

3.3.1. Initial Qualifications Submittal Letter (Form IQS-1)

The Initial Qualifications Submittal Letter, executed by Proposer, together with the other information and documents identified in Form IQS-1.

3.3.2. Initial Qualifications Submittal Checklist (Form IQS-2)

A copy of the Initial Qualifications Submittal Checklist, indicating Proposer's use of such checklist to ensure all contents of the Initial Qualifications Submittal are provided. Proposer may not amend the order or change the contents of the checklist.

3.3.3. General Certifications (Form IQS-3)

Completed General Certifications form executed by Proposer.

3.3.4. Confidential Contents Index (Form IQS-4)

Completed Confidential Contents Index form executed by Proposer.

3.3.5. Letter of Insurability (Form IQS-5)

Completed Letter of Insurability executed by Proposer.

3.3.6. Conformance Statements (Form IQS-6)

Completed Conformance Statements form executed by Proposer.

3.3.7. Boycott of Israel Disclosure (Form IQS-7)

Completed Boycott of Israel Disclosure executed by Proposer.

3.3.8. Forced Labor of Ethnic Uyghurs Ban (Form IQS-8)

Completed Forced Labor of Ethnic Uyghurs Ban form executed by Proposer.

3.3.9. AZ Baseline Infrastructure Security Controls (Form IQS-9)

Completed AZ Baseline Infrastructure Security Controls form executed by Proposer

3.3.10. Letter Agreement for One-on-One Meetings (Form IQS-10)

Executed Letter Agreement for One-on-One Meetings, executed by Proposer's Representative.

3.3.11. Organizational Conflict of Interest Disclosure Statement (Form IQS-16)

Completed Organizational Conflict of Interest Disclosure Statement form executed by Proposer

3.3.12. Acknowledgement of Amendments (Form IQS-18)

Completed Acknowledgement of Amendments form executed by Proposer

3.4. Proposer Information (Form IQS-11)

Proposer's Initial Qualifications Submittal must include information about the Proposer and its proposed Equity Members on Forms IQS-11 (the Initial Qualifications Proposer Information Form).

3.5. Previous Experience of Team

Proposers shall demonstrate their eligibility to participate in the Solicitation by providing baseline technical qualifications as outlined below.

3.5.1. Minimum Qualifications of Proposed Lead Engineering Firm (Form IQS-12)

If a proposed WIP requires engineering services, using Form IQS-12, each Proposer shall demonstrate that its proposed Lead Engineering Firm has acted as the lead (or co-lead) designer for water supply project(s) that fulfill ALL of the following:

- A. 10,000 acre feet per year of water supply capacity completed within the past ten (10) years
- B. Design-build or public-private partnership (design-build-finance, design-build-operate-maintain, design-build-finance-maintain, or design-build-finance-operate-maintain) project with construction cost of at least \$250 million (USD) completed within the past ten (10) years

More than one project may be referenced to demonstrate the minimum capability requirement(s) are fulfilled.

If a proposed WIP does not require engineering services, expressly so state.

3.5.2. Minimum Qualifications of Proposed Lead Construction Contractor (Form IQS-13)

If a proposed WIP requires construction services, using Form IQS-13, each Proposer shall demonstrate that its proposed Lead Construction Contractor has acted as the lead (or co-lead) contractor for water supply project(s) that fulfill ALL of the following:

- A. 10,000 acre feet per year of water supply capacity completed within the past ten (10) years
- B. Design-build or public-private partnership (design-build-finance, design-build-operate-maintain, design-build-finance-maintain, or design-build-finance-operate-maintain) project with construction cost of at least \$250 million (USD) completed within the past ten (10) years

More than one project may be referenced to demonstrate the minimum capability requirement(s) are fulfilled.

If a proposed WIP does not require construction services, expressly so state.

3.5.3. Minimum Qualifications of Proposed Lead Operations and Maintenance Firm (Form IQS-14)

If a proposed WIP requires operations and/or maintenance services, using Form IQS-14, each Proposer shall demonstrate that its proposed Lead Operations and Maintenance Firm has acted as the lead operations and/or maintenance manager for water supply project(s) that fulfill ALL of the following:

- A. 10,000 acre feet per year of water supply capacity in operation for a minimum of five (5) years without interruption.

If a proposed WIP does not require operations and/or maintenance services, expressly so state.

3.5.4. Minimum Qualifications of Proposed Equity Member(s) (Form IQS-15)

If a proposed WIP includes financing by the Proposer, using Form IQS-15, Proposer shall demonstrate their eligibility to participate in this Solicitation by providing a description of their experience in structuring project financing, utilizing debt, equity, or a combination thereof with respect to projects with total aggregate value of at least \$1 billion and at least one project with capital investment of at least \$500 million (USD) in the last 10 years where the proposed Equity Member contributed at least 10% of the equity investment.

WIFA's expectation is Proposers will finalize Equity Members during the Secondary WIP Selection Process as the Task Order for a Project Implementation Proposal is completed. However, Proposers shall identify potential Equity Members as part of its Offer but only identified Equity Members shall be considered as part of the evaluation (and potential Equity Members shall not be given any consideration).

Each team that is proposing financing shall have a minimum of one Equity Member that meets the minimum qualifications. Form IQS-15 permits Proposers to include up to five projects to demonstrate qualifications, allowing teams with multiple Equity Members to demonstrate that more than one Equity Member meets the minimum qualifications.

3.6. Financial Statements

Proposer must submit financial statements for the following

- Proposer (if legally formed),
- Equity Member(s),
- Financially Responsible Parties/Guarantor(s) (if any) and
- Lead Construction Contractor

The following financial statements are required:

- A. Financial statements for each entity's three most recently completed fiscal years, audited by a generally recognized certified public accountant firm. Unaudited statements may be provided if audited statements have not been produced, and
- B. Any interim financial statements prepared since the latest annual financial statement (e.g. quarterly and half yearly).

Financial statements must be submitted with a cover sheet identifying the name of the entity and its role in the Proposer's organization and shall include:

- i. Opinion Letter (Auditor's Report) for annual financial statements
- ii. Balance Sheet
- iii. Income Statement
- iv. Statement of Cash Flows; and
- v. Footnotes, as applicable

Requirements to be met:

- i. All financial statements must be presented in English.
- ii. All amounts in the financial statements must be presented in their reported currency. If financial statements are reported in a currency other than USD, a supplemental statement shall be provided that converts the native currency to USD. Proposer shall report any assumed exchange rates used in converting the native currency to USD including the source of the exchange rate used and applicable date of the assumed exchange rate
- iii. Applicable portions of each entity's financial statements must be provided electronically in PDF format
- iv. If an entity provides financial statements that are not prepared in accordance with GAAP or IFRS, an explanation of the accounting differences between GAPP or IFRS and the accounting standards used to produce the audited financial statements must be prepared and submitted by the auditing firm.

3.7. Documentation of Minimum Responsibility Criteria

Proposer shall submit provide the following responsibility demonstrations:

3.7.1. The Proposer's organizational resources (Form IQS-19);

The Proposer shall submit organizational documents, or proposed organizational governance documents for proposed entities, specified in the Solicitation demonstrating the organization's legal capacity to undertake the work and is not subject to restrictions that would preclude it from entering into future agreements relating to the project development activities. The organizational documents shall, at a minimum, include appropriate provisions for management and decision-making within the organization, provide for continuation of the entity in the event of bankruptcy or withdrawal of any of its members or member entities, and otherwise be consistent with the project requirements.

3.7.2. Proposer's record of performance and integrity (Form IQS-20);

Proposer shall provide information demonstrating that the Proposer is not currently, nor was at any time in the past ten (10) years, debarred or suspended from the conduct of business in Arizona, the United States of America, or any other state or country in which business activities are proposed to occur in connection with the WIP. This requirement shall extend to Proposer member firms identified in the Initial Qualifications Submittal.

Proposer shall provide a list of any notices of default received or terminations for cause, claims exceeding 5% of contract value, or liquidated damages exceeding 1% of contract value on any government contract or grant at any time in the past the past (10) years. For each reported instance, provide owner contact information.

3.7.3. Whether Proposer is legally qualified, or able to be legally qualified, to contract with WIFA (Form IQS-21);

Proposer shall provide information demonstrating that the Proposer is currently licensed, or able to be licensed, to perform business in Arizona, the United States of America, or any other state or Country in which business activities are proposed to occur and shall remain licensed at all times during the performance of services. This requirement shall extend to Proposer member firms and Key Personnel identified in the Offer.

3.7.4. Whether the Proposer promptly supplied all requested information concerning its responsibility

WIFA will evaluate this responsibility criteria of the Initial Qualifications Submittal based on a Proposer's:

- Provision of all specified forms and documents, properly completed and signed

3.7.5. Whether the Proposal meets any additional responsibility criteria specified in the Solicitation.

WIFA shall promptly notify the Proposer in writing of the final determination that the Proposer is nonresponsible or a Qualified Proposer, unless WIFA determines notification to the Proposer would compromise WIFA's ability to negotiate with other Proposers.

3.8. Evaluation of Initial Qualifications Submittal

WIFA will evaluate Initial Qualifications Submittals to determine if the required qualifications have been met using a pass/fail scoring methodology pursuant to Table 3 in SECTION 6. Proposers with Initial Qualifications Submittals that meet the required qualifications will be determined to be a Qualified Proposer and eligible to participate in pre-Offer one-on-one meetings as described in SECTION 2 and to submit an Offer as described in SECTION 5. WIFA will notify each Proposer whether the Initial Qualifications Submittal has been determined to meet the required qualifications and if not, which section(s) the Proposer received a failing score and whether that Proposer is a Qualified Proposer. Proposers are solely evaluated according to the evaluation criteria and not in comparison as to other Proposers.

3.8.1. Initial Qualifications General Responsiveness and Responsibility Review

The Initial Qualification Submittal will be reviewed for conformance with Solicitation instructions regarding submission, organization and format, responsibility, and responsiveness to the requirements set forth in this Solicitation. An Initial Qualifications Submittal that does not comply with submittal requirements may be deemed non-responsive.

3.8.1.1. Pass/Fail Reviews

- Proposers will be deemed Qualified Proposers if they achieve a rating of "pass" on each "pass/fail" evaluation factor listed below. Failure to achieve a "pass" rating on any listed "pass/fail" factor may result in Proposer being deemed non-responsive and not a Qualified Proposer.

3.8.1.2. Pass/Fail Requirements for Initial Qualifications Submittal

- Provision of all specified forms and documents, properly completed and signed (if required) (see INITIAL QUALIFICATIONS SUBMITTAL FORMS (Solicitation SECTION 7)) that do not identify any materially adverse information.
- Compliance with any other requirements set forth in the administrative submittal requirements (Solicitation Section 3.3).
- Demonstration of Proposers eligibility to participate in the Solicitation by providing baseline technical qualifications and ability to meet or exceed minimum qualifications as outlined in previous experience of team (Solicitation Section 3.5)
- Provision of all specified financial documentation and statements as required by financial statements (Solicitation Section 3.6).
- Demonstration of responsibility by provision of documentation contained in documentation of minimum responsibility criteria (Solicitation Section 3.7)

- Demonstration of the Proposer organization’s legal capacity to undertake the work under an LTWIP Base Contract and is not subject to restrictions that would preclude it from entering into future agreements relating to the project development activities, including Task Orders and a Contract.
- Information available to WIFA shows that Proposer-Related Entity(ies) have not engaged in prohibited communications and have not taken action to influence the environment review process for the proposed WIP or other significant decisions related to the proposed WIP.

3.9. Process for Approving Changes

Qualified Proposers are advised that, unless otherwise approved in writing by WIFA in its sole discretion, in order for a Qualified Proposer to remain eligible for award pursuant to this Solicitation, Equity Member(s), Lead Construction Contractor, Lead Engineering Firm, and Lead Operation and Maintenance firm identified in its Initial Qualifications Submittal (if applicable), must remain on the Qualified Proposer’s team for the duration of the Solicitation process.

During the period between delivery of the Initial Qualifications Submittal and the Offer due date and time, if a Proposer wishes to remove or replace the Developer, an Equity Member, the Lead Construction Contractor, the Lead Engineering Firm, the Lead Operations and Maintenance Firm or any Key Personnel identified in its Initial Qualifications Submittal, the Proposer shall submit to the Procurement Officer a written request for approval of the change as soon as practicable. The Proposer shall also submit a similar written request in connection with any reorganization merger, acquisition, and/or bankruptcy of any Equity Member, Lead Construction Contractor, and/or Lead Engineering Firm during the same period.

Except as provided in this Solicitation and in the LTWIP Base Contract or as otherwise approved by WIFA, in its sole discretion, a Qualified Proposer may not make any changes in the ownership of the Qualified Proposer or in an Equity Member, the Lead Construction Contractor, the Lead Engineering Firm or the Lead Operations and Maintenance Firm identified in its Initial Qualifications Submittal after the deadline in Section 1.7 for submission of the Offer. Between the deadline in Section 1.7 for submission of the Offer and execution of the LTWIP Base Contract, WIFA, in its sole discretion, will consider requests by a Qualified Proposer to make changes in a Qualified Proposer’s organization or Key Personnel based only on unusual circumstances beyond the Qualified Proposer’s control, as determined by WIFA, in its sole discretion, or for other reasons otherwise acceptable to WIFA, in its sole discretion.

Each request under this Section 3.9 shall be accompanied by resubmittal of the relevant portions of the Qualified Proposer’s original Initial Qualifications Submittal as though the new entity or personnel had been originally proposed in place of the entity being removed or replaced. The Qualified Proposer shall submit one electronic copy to the Procurement Officer at the location set forth in Solicitation Section 2.12.

- END OF SECTION 3. INITIAL QUALIFICATION SUBMITTAL REQUIREMENTS -

SECTION 4. OFFER SUBMITTAL REQUIREMENTS

4.1. General

WIFA expects Offers submitted in response to this Solicitation to provide enough information about the request items to allow WIFA to evaluate Offers based on the criteria set forth in this Solicitation.

Offers must be prepared as set forth in this SECTION 4. Qualified Proposers are liable for all errors and omissions made by Qualified Proposers in preparing Offers. Qualified Proposers will not be allowed to alter Offers after the Offers due date and time as specified in the solicitation schedule (Solicitation Section 1.7).

4.2. Requirements

4.2.1. Offer Preparation

Offers shall be prepared as 8-1/2 x 11" paper with 1" left, top, bottom, and right margins. Each side shall be considered one page. Typing shall be single-spaced and with a minimum font size of 10 points. Qualified Proposer shall number each page consecutively according to the referenced Offer section (i.e. 1-1, 1-2 and 2-1, 2-2, and so on) and shall center page numbers at the bottom of each page.

Use of 11"x17" sheets for large tables, charts, diagrams, or drawings is permissible, but should be limited. Elaborate format is not necessary.

Required forms shall use the templates provided, unless otherwise directed.

This Solicitation includes page limits for certain components of the Offer. If these page limits are exceeded, WIFA will not evaluate the excess pages. The following page limitations are established for each portion of the proposal submitted in response to this Solicitation:

Table 2. Page Limits

Offer Section	Page Limit	Offer Subsection
5.3.2	30	Proposer Team and Experience Submittal
5.3.2	50	WIP Concept Submittal
5.3.4	20	Detailed Plan for Completing Secondary WIP Selection Evaluation
5.3.5	2	Price Proposal

Qualified Proposers shall ensure that contact information provided is up-to-date and complete.

4.2.2. Electronic Copies

Electronic copies of the Offer contents shall be: (a) provided in an unalterable searchable Adobe PDF format; (b) bookmarked for ease of navigation, and (c) delivered via the Procurement Portal.

4.2.3. Multiple Offers

A Qualified Proposer that wishes to submit Offers for more than one WIP must submit a separate, complete Offer for each WIP.

4.3. Offer Contents

4.3.1. General Instructions

This section describes the required information and submission format for the Offer.

4.3.2. Administrative Requirements for Submittal

The Offer must include the following, in the form provided in PROPOSAL FORMS AND REQUIRED CERTIFICATIONS (Solicitation SECTION 9) (as applicable) and properly executed (as applicable).

4.3.3. Offer Letter (Form O-1)

The Offer Letter, executed by Proposer's Representative, together with the other information and documents identified in Form O-1.

4.3.4. Offer Submittal Checklist (Form O-2)

A copy of the Offer Checklist, indicating Proposer's use of such checklist to ensure all contents of the Offer are provided. Proposer may not amend the order or change the contents of the checklist.

4.3.5. Prospective Key Personnel (Form O-3)

Statement executed by Proposer identifying Key Personnel.

4.3.6. Key Personnel Statement of Availability (Form O-4)

Statement executed by Proposer identifying Key Personnel availability.

4.3.7. Identified Subcontractors (Form O-5)

Statement executed by Proposer identifying key subcontractors.

4.3.8. General Certifications (Form O-6)

Statement executed by Proposer certifying compliance with non-discrimination, affirmative action and whistleblower requirements.

4.3.9. Noncollusion Declaration (Qualified Proposer/Equity Members) (Form O-7)

Statement executed by Proposer certifying compliance with non-collusion requirements.

4.3.10. Noncollusion Declaration (Subcontractors on multiple teams) (Form O-8)

Statement executed by Proposer certifying compliance with non-collusion requirements.

4.3.11. Certificate of Compliance with Federal Lobbying Requirements (Form O-9)

Statement executed by Proposer certifying compliance with the federal lobbying requirements.

4.3.12. Confidential Contents Index (Form O-10)

Completed Confidential Content Index form executed by Proposer's Representative.

If a Qualified Proposer wants to assert that an Offer contains confidential information protected under A.A.C. R18-15-807, the Qualified Proposer shall complete Form O-14 and submit a redacted copy of its Offer with its confidential, proprietary, and trade secret information redacted. The redacted version of the Offer shall also be provided in an unalterable and searchable Adobe PDF format.

4.3.13. Qualified Proposer/Equity Member's Project Equity / Finance Related Experience (Form O-11)

Statement executed by Proposer documenting Equity Member's relevant experience. This is an update to Form IQS-15.

4.3.14. Financial Officer's Certificate (Form O-12)

Statement executed by Proposer documenting Financial Officer's certifications.

4.3.15. Organizational Conflict of Interest Disclosure Statement (Form O-13)

Statement executed by Proposer documenting Proposer's conflict of interest statements. This is an update to Form IQS-16.

4.3.16. Proposer Team and Experience Submittal

The Qualified Proposer shall provide information regarding its experience and past performance on similar projects and fitness and capacity to satisfactorily perform obligations contained in the LTWIP Base Contract, including future phases as described in the following sections. This may include Task Orders pursuant to the LTWIP Base Contract to evaluate WIPs and may include project implementation activities included in one or more Contracts.

4.3.16.1. Project Team

Qualified Proposer shall provide an organization chart depicting the relevant firms and Key Personnel that comprise Qualified Proposer's team. Firm information provided in SECTION 4 may be used to demonstrate experience and capabilities, or more detailed firm experience may be provided.

Key Personnel shall be identified on the Qualified Proposer's organization chart. Qualified Proposer shall provide a narrative description of each proposed Key Personnel included on the Qualified Proposer's team with an explanation of why each individual was selected for the team, including the technical qualifications and experience that formed the basis for such selection.

Qualified Proposer shall submit a change management plan to address potential changes to Key Personnel during the duration of the LTWIP Base Contract.

Experience and qualifications of Key Personnel shall be provided using Form O-3. At a minimum, Qualified Proposer shall submit information for the following Key Personnel:

- Project Manager: Individual with overall responsibility for management of project activities including contract, schedule, budget.
- Design Manager: Individual with responsibility for design activities, including engineering, architectural and other applicable design related disciplines
- Construction Manager: Individual with responsibility for construction activities, including procurement of labor and materials, scheduling and sequencing and construction oversight
- Operations Manager: Individual with responsibility for implementing operational activities and maintaining operational compliance during contract operations, as applicable
- Quality Manager: Individual with responsibility for implementing quality programs during all phases of Developer's activities.
- Financial Manager: Individual with responsibility for managing financial planning, budgeting, modeling and financial plan implementation activities
- Quality Manager: Individual with responsibility for developing, implementing and overseeing quality control activities in all aspects of project development.

In identifying Key Personnel, Qualified Proposer should note the following, at a minimum:

- Name
- Relevant licenses, registrations and/or certifications
- Education
- Relevant Experience

4.3.16.2. Relevant Experience

Qualified Proposer shall demonstrate the relevant experience and past performance of the team and Key Personnel as follows:

4.3.16.2.1. Engineering Design Experience

If applicable to the Qualified Proposer's WIP, provide relevant experience and past performance for engineering design experience on one or more projects of similar size and complexity. Relevant experience should consider:

- Water supply, including relevant supporting systems such as treatment technologies, energy supplies, waste/byproduct treatment and/or disposal
- Innovation and efficiency
- Schedule management
- Quality management
- Budget management

- Staffing and resource allocation and management
- Alternative funding strategy requirements
- Other unique and differentiating attributes that are relevant to the Qualified Proposer's WIP

If engineering services are not applicable to the Qualified Proposer's WIP, please so state.

4.3.16.2.2. Construction Experience

If applicable to the Qualified Proposer's WIP, provide relevant experience and past performance demonstrating construction experience on one or more projects of similar size and complexity. Relevant experience should consider:

- Water supply, including relevant supporting systems such as treatment technologies, energy supplies, waste/byproduct treatment and/or disposal
- Material and supply chain controls
- Innovation and efficiency
- Safety
- Schedule management
- Quality management
- Budget management
- Staffing and resource allocation and management
- Alternative funding strategy requirements
- Other unique and differentiating attributes that are relevant to the Qualified Proposer's WIP

If construction services are not applicable to the Qualified Proposer's WIP, please so state.

4.3.16.2.3. Operation and Maintenance Experience

If applicable to the Qualified Proposer's WIP, provide relevant experience and past performance demonstrating operation and maintenance experience on one or more projects of similar size and complexity. Relevant experience should consider:

- Water supply, including relevant supporting systems such as treatment technologies, energy supplies, waste/byproduct treatment and/or disposal
- Compliance with relevant regulatory agencies and permits
- Operational reliability
- Innovation and efficiency
- Maintenance activities and asset management
- Capital improvements
- Working Capital availability
- Safety
- Staffing and resource allocation and management
- Alternative funding strategy requirements

- Other unique and differentiating attributes that are relevant to the Qualified Proposer's WIP

If operations and maintenance services are not applicable to the Qualified Proposer's WIP, please so state.

4.3.16.2.4. Project Financing Experience

If applicable to the Qualified Proposer's WIP, provide relevant experience and past performance demonstrating project financing experience on one or more projects of similar size and complexity. Relevant experience should consider:

- Evaluation and application of relevant financial instruments such as public and/or private debt, grants, and loans
- Commitment, contribution and management of equity
- Short term and long term financing approaches
- Successfully achieving financial close
- Use and integration of relevant federal and state loan and funding programs, such as WIFIA, WIIN and SRF
- Other unique and differentiating attributes that are relevant to the Qualified Proposer's WIP

If project financing is not applicable to the Qualified Proposer's WIP, please so state.

4.3.17. WIP Concept Submittal

Refer to Section 1.1 for information regarding the background and purpose for implementation of WIPs.

Qualified Proposer shall provide information on a proposed WIP that imports water from the one (or more) of the following project categories that it self-selects, listed in no particular order:

- Ocean Water
- Surface Water
- Wastewater Reclamation
- Other Water Source

Each Qualified Proposer shall submit a WIP Concept Submittal, including the elements listed below. WIFA acknowledges that WIP Concept Submittals are conceptual in nature and may contain gaps in understanding and detail that will be developed under the LTWIP Base Contract through Task Orders. However, the WIP Concept Submittals should be developed to a sufficient degree of detail to allow WIFA to consider the merits of the WIP and the Qualified Proposer's ability to meet WIFA's identified goals and the Solicitation evaluation criteria.

- A. An executive summary of the proposed WIP describing the key merits of the Offer. **(Up to 2 pages).**
- B. A narrative description of the proposed WIP demonstrating how the proposed WIP meets WIFA's stated purpose and need. **(Up to 2 pages).**

- C. A detailed description of the proposed WIP with sufficient and appropriate detail allowing WIFA to evaluate the Offer's merits and consistency with this Solicitation and the statutory project evaluation criteria listed in Section 1.3 (**Up to 46 pages**). In addition, the description shall highlight key elements that differentiate the proposed WIP in terms of system performance, reliability, sustainability, life cycle efficiencies, cost responsibility, risk and avoidance and/or mitigation of environmental impacts. At a minimum, the description shall include:
1. Proposed water supply, including the duration of supply and the ability to meet WIFA's long-term reliability goals
 2. Anticipated infrastructure needed to develop the WIP
 3. Preliminary development schedule
 4. Anticipated regulatory impacts and required permits
 5. Anticipated environmental impacts
 6. Anticipated legal constraints
 7. Conceptual financial model, including capital expenditure, operating expenditure, financing sources and considerations, and anticipated contracting model for delivery of water
 8. Description of Qualified Proposer's expectations for WIFA's role in the development, implementation, ownership and long term administration of the WIP
 9. Key risks to the WIP and potential and realistic risk avoidance and mitigation strategies; and
 10. Other information that WIFA should consider when evaluating a proposed WIP.

4.3.18. Detailed Plan for Completing Secondary WIP Selection Process

The Qualified Proposer shall submit a detailed plan regarding its approach to completing the Task Orders under the LTWIP Base Contract related to the Secondary WIP Selection Process. Such plan should provide detailed information regarding how Qualified Proposer will complete Task Orders and anticipated deliverables associated with each Task Order during the Secondary WIP Selection Process. The plan should detail anticipated challenges and how Qualified Proposer will address such challenges, and how Qualified Proposer will address unanticipated issues that arise during performance of the Task Orders.

4.3.18.1. Secondary WIP Selection Project Management Plan and Schedule

The Qualified Proposer shall submit a project management plan and Gantt style schedule for completion of the Secondary WIP Selection Process. The project management plan shall include approach to managing multiple Task Orders simultaneously, responsible party assignment, resource management, change management, risk management, quality control programs and other information relevant to effective management of Task Orders. Schedule shall include critical path relationships between work tasks and Task Orders and shall identify key stakeholder engagement activities.

4.3.18.2. Technical Evaluations

The Qualified Proposer shall submit a plan for completing technical evaluations required to demonstrate the technical basis for successful implementation of the WIP. Technical evaluations may include water source characterization, engineering analysis, routing/siting studies, process evaluation, energy analyses, waste and/or byproduct disposal, and other analyses. Analysis shall be developed to a level of detail sufficient to develop relevant cost models, schedules and implementation plans and support other studies as may be required for WIFA to make a determination as to the viability of the WIP.

4.3.18.3. Environmental and Cultural Evaluations

The Qualified Proposer shall submit a plan for completing environmental and cultural impact assessments required for successful implementation of the WIP. Environmental and cultural impact assessments shall consider potential impacts to threatened and endangered species, wetlands and/or other protected lands, archeological sites, indigenous peoples and other relevant impacts not listed. Plan should identify what, if any, role WIFA is anticipated to complete related to environmental and cultural evaluation activities. Analysis shall be developed to a level of detail sufficient to develop relevant cost models, schedules and implementation plans and support other studies as may be required for WIFA to make a determination as to the viability of the WIP.

4.3.18.4. Regulatory Evaluations

The Qualified Proposer shall submit a plan for completing regulatory compliance activities required for successful implementation of the WIP. Regulatory analysis plan shall include an identification of the anticipated permitting agencies and permits required for development, construction and operation of the WIP. Plan shall include anticipated permitting strategy and anticipated schedule/timeline for permitting activities. Plan should identify what, if any, role WIFA is anticipated to complete related to permitting. Analysis shall be developed to a level of detail sufficient to develop relevant cost models, schedules and implementation plans and support other studies as may be required for WIFA to make a determination as to the viability of the WIP.

4.3.18.5. Society and Community Evaluations

The Qualified Proposer shall submit a plan for completing evaluations of the potential society and community considerations associated with implementation of the WIP. The evaluations shall consider the approach to community outreach and engagement activities, interested stakeholders and stakeholder groups and governmental entities that will be part of development, construction and operation of the WIP. The plan should identify what, if any, role WIFA is anticipated to complete related to society, community and political activities. Analysis shall be developed to a level of detail sufficient to develop relevant cost models, schedules and implementation plans and support other studies as may be required for WIFA to make a determination as to the viability of the WIP.

4.3.18.6. Cost, Economics, and Financing Evaluations

The Qualified Proposer shall submit a plan for developing WIP cost, economic and financing. This plan shall include the approach to capital cost modeling and management, operation and maintenance cost modeling and management, and the Qualified Proposer's strategy for project financing. The plan shall consider water purchase affordability and approaches to enhancing affordability for potential water offtakers. Project financing plan shall consider structured financing options, including equity contribution strategies, debt options and grant funding opportunities. Plan should identify what, if any, role WIFA is anticipated to complete related to project financing and cost activities. Analysis shall be developed to a level of detail sufficient to develop relevant cost models, schedules and implementation plans and support other studies as may be required for WIFA to make a determination as to the viability of the WIP.

4.3.19. Pricing Structure for Secondary WIP Selection Process Task Orders (Form O-14)

The Qualified Proposer shall submit a cost approach for preparing the Secondary WIP Selection Process Task Orders. This approach shall consist of the following:

- A. Maximum Direct Cost markup for Overhead (Direct Cost + XX%), where Direct Cost is defined as the unburdened labor cost associated with professional, para-professional, non-professional services and expenses required to complete the Task Order. Markup shall include any overhead that Qualified Proposer is proposing.
- B. Maximum Fee (Profit) applied to burdened labor, expenses and other costs incurred during performance of a Task Order.
- C. Maximum Rate Schedule for staff classifications that are anticipated to be utilized during the Secondary WIP Selection Task Orders. Rate schedule shall include staff classification/title and rate used to develop cost or invoiced for services (Direct Cost + Cost Markup).

Cost information shall be submitted using Form (O-14)

- END OF SECTION 4. OFFER SUBMITTAL REQUIREMENTS -

SECTION 5. RESPONSIVENESS AND RESPONSIBILITY OF OFFERS

5.1. General Responsiveness and Responsibility Review

The Offers will be reviewed for conformance with Solicitation instructions regarding submission, organization and format, and responsiveness to the requirements set forth in this Solicitation. Responsiveness will be assessed based on completeness of the Offer contents with reference to the OFFER SUBMITTAL REQUIREMENTS (Solicitation SECTION 4. Please note, WIFA reserves the right to determine any Qualified Proposer is not susceptible for award upon a determination, at any stage of the process, that the Qualified Proposer is not responsible

An Offer that does not comply with submittal requirements may be deemed non-responsive and ineligible for further evaluation or award. WIFA may elect not to consider or evaluate pages exceeding page number restrictions.

5.1.1. Pass/Fail Reviews

In addition to responsiveness, in order for an Offer to be eligible for award, it must achieve a rating of “pass” on each “pass/fail” evaluation factor listed below. Failure to achieve a “pass” rating on any listed “pass/fail” factor shall result in ineligibility for further evaluation or award.

5.1.2. Pass/Fail Requirements for Administrative Submittal

- Provision of all specified forms and documents, properly completed and signed (if required) (see OFFER SUBMITTAL CHECKLIST (FORM O-2)) that do not identify any materially adverse information.
- Confirmation that the Qualified Proposer’s team members identified in the Initial Qualifications Submittal have either not changed since the submission of the Initial Qualifications Submittal, or that the Qualified Proposer has previously obtained approval in writing by WIFA regarding any such changes.
- Organizational documents for the proposed Developer showing that it has the legal capacity to undertake the LTWIP Base Contract work and is not subject to restrictions that would preclude it from entering into a LTWIP Base Contract and performing services thereunder. The organizational documents must, among other things, include appropriate provisions for management and decision-making within the organization, provide for the continuation of the entity in the event of bankruptcy or withdrawal of any of its members, and otherwise be consistent with the proposed WIP Project requirements.
- Information available to WIFA shows that Proposer-Related Entity(ies) have not engaged in prohibited communications and have not taken action to influence the environment review process for the proposed WIP Project or other significant decisions related to the proposed WIP Project.
- Qualified Proposer has delivered written evidence, satisfactory to WIFA, in its sole discretion, from an insurance company(ies), broker(s), agent(s), or advisor(s) expressly indicating that Qualified Proposer (and its Lead Construction Contractor) will be able to obtain and maintain the insurance types and amounts required by the LTWIP Base Contract and can do so under the terms, and subject to the conditions, specified in

Section [] of the LTWIP Base Contract. WIFA shall be satisfied if such insurance company(ies)', broker(s)', agent(s)' or advisor(s)' signatories to such written evidence explicitly state that it/they have read the LTWIP Base Contract (including the insurance requirements) and that the entities required to obtain insurance under the LTWIP Base Contract have the capability of obtaining such insurance in the coverages and under the conditions listed in the LTWIP Base Contract;

- Based on the information provided pursuant to Section 3.6, the Qualified Proposer's (and each of its Equity Member(s)') financial condition and capabilities shall not have materially adversely changed from its financial condition and capabilities as provided in the Initial Qualifications Submittal, such that the Qualified Proposer (by and through its Equity Member(s)) continues to have the financial capacity to undertake a project of the nature and scope of the WIP.
- If WIFA determines that a Qualified Proposer does not appear to have the financial capability to fulfill its obligations under the LTWIP Base Contract, WIFA may, in its sole discretion, offer the Qualified Proposer the opportunity to meet the financial requirement through one or more Guarantors acceptable to WIFA;
- If a Guaranty is required by WIFA pursuant to Section 1.9, the financial condition and capabilities of Qualified Proposer's Guarantor(s) demonstrate Guarantor(s)'s financial capacity and ability to guarantee the obligations of the Qualified Proposer pursuant to the form of Guaranty attached as Exhibit 10 to the LTWIP Base Contract.
- Compliance with any other requirements set forth in the administrative submittal instructions (Solicitation Section 4.3.2).

5.1.3. Pass/Fail Requirements for Qualified Proposer Team and Experience Submittal

- Provision of all required forms, properly completed and signed (if required), and compliance with other submittal requirements set forth in the Qualified Proposer Team and Experience Submittal INSTRUCTIONS (Solicitation Section 4.3.4).
- Provision of a WIP Concept Submittal that is consistent with the project background and purpose (Solicitation Section 1.1).

5.1.4. Pass/Fail Requirements for Detailed Plan for Completing Task Orders Under Contract for Secondary WIP Selection Process

Section is complete and in accordance with the Solicitation.

5.1.5. Pass/Fail Requirements for Price Proposal

Section is complete and in accordance with the Solicitation.

- END OF SECTION 5. RESPONSIVENESS AND RESPONSIBILITY -

SECTION 6. EVALUATION CRITERIA

6.1. Summary of Evaluation and Selection Process

The evaluation process will be performed by the Evaluation Committee. Offers submitted in response to this Solicitation will be solely evaluated and scored in accordance with the evaluation procedures contained herein. Offers will not be compared against other offers for any reason, including scoring. Following completion of the evaluations, including any interviews, Competitive Ranger determination, BAFOs and negotiations, the Evaluation Committee will determine the highest ranked Offers and will make award recommendations to the Board. The Board may make one or more awards in any Project Category, or may issue no award and cancel the Solicitation.

Qualified Proposers are advised that the evaluation criteria in this Solicitation have been set with reference to WIFA's priorities and the broader value proposition it seeks. The maximum score for a Proposal will be 1,000 points, allocated to the criteria and sub-criteria as specified in the evaluation criteria identified Table 3. The Evaluation Committee will only use the evaluation criteria and sub-criteria set forth in this Solicitation to evaluate Offers.

Table 3. Evaluation Scoring

Solicitation Reference	Category	Solicitation Scoring
4	Initial Qualification Submittal	Pass/Fail
5.3.3	Qualified Proposer Team and Experience Submittal	300
5.3.4	WIP Concept Submittal	300
5.3.5	Detailed Plan for Completing Secondary WIP Selection Evaluation	300
5.3.6	Pricing Structure for Secondary WIP Selection Process Task Orders	100

6.2. Totaling Scores and Potential Establishment of the Competitive Range

Following completion of the evaluation of each Offer in accordance with Solicitation Section 6.1, the Evaluation Committee will total the scores of all Offers and sort them by project type based on the Proposer's self-selected project category. The Evaluation Committee will establish the Competitive Range for each project category. The Evaluation Committee may proceed with oral presentations and negotiations as described in Solicitation Sections 6.5 and 6.6, or make a recommendation to the Long Term Water Augmentation Committee to award the LTWIP Base Contract(s) without oral presentations or negotiations or without establishing a Competitive Range. The Evaluation Committee may also elect to not make a recommendation for oral presentations and negotiations or award.

The Evaluation Committee may establish or redefine the Competitive Range at any time during the Solicitation process, including after oral presentations and negotiations.

6.3. Determination of Not Susceptible for Award or Within Competitive Range

WIFA may determine at any time during the evaluation period and before award that an Offer is not susceptible for award or not within the Competitive Range. WIFA shall place a written determination, based on one or more of the following, in each Proposer's Procurement File:

- The Offer is not responsive or fails one or more of the pass/fail criteria;
- The Offer fails to substantially meet one or more of the mandatory requirements of the Solicitation;
- The Offer fails to comply with any susceptibility criteria identified in the Solicitation; or
- The Offer is not susceptible for award or is not within the Competitive Range in comparison to other Offers based on the criteria set forth in the Solicitation.

WIFA shall promptly notify the Qualified Proposer in writing of the final determination that the Offer is not susceptible for award or not within the Competitive Range, unless WIFA determines notification to the Qualified Proposer would compromise WIFA's ability to negotiate with other Qualified Proposers.

6.4. Oral Presentations

WIFA, in its sole discretion, may request oral presentations with Qualified Proposers. If oral presentations are requested, WIFA shall request oral presentations from all Qualified Proposers who submit Offers (i) determined to be responsible; (ii) which pass all of the pass-fail criteria and (iii) which are reasonably susceptible for award. WIFA, in its sole discretion, may also further limit oral presentations to only those Qualified Proposers within the Competitive Range, if one is established. During oral presentations, Qualified Proposers who are invited to participate will have an opportunity to highlight certain aspects of their Offers, enhance WIFA's understanding of the Offers, and facilitate the evaluation process. Oral presentations will not be used to cure Offer deficiencies or material omissions, materially alter or augment the technical or cost elements of the Offer, and/or otherwise revise the Offer.

WIFA may require Qualified Proposers to provide written clarification or confirmation of statements made or information provided in the oral presentations. The oral presentation process will not include discussions, negotiations, or other exchanges with WIFA except as specifically described above.

Oral presentations will not be scored separately from the Offer. The evaluators may adjust their evaluation scores after a Qualified Proposer's oral presentation and after any written clarification or confirmations submitted as a result of an oral presentation.

6.5. Negotiations

WIFA may elect to enter into negotiations with one or more Qualified Proposers. Negotiations may be performed following evaluation of Offers by the Evaluation Committee and prior to recommendation to award LTWIP Base Contracts by the Long Term Water Augmentation Committee. Negotiations shall be performed solely at the discretion of WIFA and shall be performed in good faith. Negotiations will be used to address any matters determined by WIFA

to be necessary to finalize the recommendation to the Board and award of a LTWIP Base Contract(s).

If WIFA elects to negotiate various aspects of the LTWIP Base Contract with a Qualified Proposer and an LTWIP Base Contract satisfactory to WIFA, in its sole discretion, cannot be negotiated with the Qualified Proposer, WIFA may formally suspend or end negotiations with that Qualified Proposer and take action consistent with the direction provided by the Committee. Such action may include (a) requiring the Qualified Proposer to enter into the form of LTWIP Base Contract included in this Solicitation, without further negotiation or variation except to fill in blanks and include information that the form of LTWIP Base Contract indicates is required from the Offer; (b) rejection of all Offers; or (c) proceeding to the next most highly ranked Qualified Proposer(s) to finalize or attempt to negotiate an LTWIP Base Contract with that/those Qualified Proposers in accordance with this Section 6.5.

6.6. Selection

At the conclusion of negotiations (if any), the Committee will decide whether to recommend an award of one or more LTWIP Base Contracts from one or more project categories, or not to recommend award. If a recommendation for award of LTWIP Base Contract(s) is made, the recommendation(s) for each project category will be made to those Qualified Proposers with respect to which WIFA has successfully concluded any negotiations.

Proposers are advised that WIFA may award more than one LTWIP Base Contract per category. Proposers are further advised that WIFA may elect to not award a LTWIP Base Contract to any Offers in a given category or in any project category. Proposers are further advised that Offers are not compared against other Offers for purposes of evaluation or selection. Instead, Offers are only evaluated based on the Solicitation criteria, for which a score will be assessed. The determination of which Offers are recommended is in the sole discretionary recommendation of the Committee.

6.6.1. Award Process and Contract Execution

The award recommendation(s) will be made in the form of an official report to the Board. The report will include a summary of the Solicitation process.

If any protests have been filed relating to the Solicitation process, WIFA will undertake to resolve them on a case by case basis as each proposal is solely evaluated according to the Solicitation criteria and not in comparison with other submitted proposals. Accordingly, WIFA is not required to resolve individual protests before proceeding with award(s) if WIFA determines as such pursuant to A.A.C. R18-15-822. If a protest is successful, the Offeror will be accorded the individual relief as authorized by applicable law. Any changes to the Solicitation, including any changes to any of the dates in the solicitation schedule (Solicitation Section 1.7), will be provided to all Proposers or Qualified Proposers, as applicable, through the issuance of an Amendment.

Upon receipt of the report, the Board will review the recommendation(s) and Solicitation information therein and make a determination regarding whether to approve award of one or

more LTWIP Base Contracts in accordance with the recommendation(s) in the report, or to proceed with an alternative approach.

6.6.2. Notice to Proceed and Task Order

Following execution of a LTWIP Base Contract by both parties thereto, and satisfaction of conditions specified therein, WIFA may initiate a Task Order under such LTWIP Base Contract allowing the Developer to proceed with work as detailed in the Task Order.

- END OF SECTION 6. EVALUATION -

SECTION 7. INITIAL QUALIFICATIONS SUBMITTAL FORMS

[A separate set of Initial Qualifications Submittal forms must be submitted for each WIP the Proposer intends to propose.]

Pursuant to A.C.C. R18-15-814, WIFA may determine whether a Proposer is a responsible Developer at any time prior to award of an LTWIP Base Contract. The failure of a Proposer to promptly supply information in connection with an inquiry with respect to responsibility shall be grounds for a determination of non-responsibility.

WIFA shall determine, at any time during the evaluation period and before award, whether a Proposal is responsible or nonresponsible. A finding of nonresponsibility shall not be construed as a violation of the rights of any Person. The unreasonable failure of a Proposer to promptly supply information in connection with an inquiry with respect to responsibility shall be grounds for a determination of nonresponsibility with respect to the Initial Qualifications Submittal and/or Offer.

Form IQS-1: Initial Qualifications Submittal Letter

Name of Proposer: _____
Date Submitted: _____
Proposed WIP: _____
Preparer's Name: _____

The undersigned submits this Initial Qualifications Submittal (“**IQS**”) on behalf of the Proposer identified above, in response to the Solicitation #2024-001 dated November 20, 2024 (as amended, the “**Solicitation**”), issued by the Water Infrastructure Finance Authority of Arizona (“**WIFA**”).

This IQS consists of this transmittal and the follow forms:

- Form IQS-2: Initial Qualifications Submittal Checklist
- Form IQS-3: General Certifications
- Form IQS-4: Confidential Contents Index
- Form IQS-5: Letter of Insurability
- Form IQS-6: Conformance Statements
- Form IQS-7: Boycott of Israel Disclosure
- Form IQS-8: Forced Labor of Ethnic Uyghurs Ban
- Form IQS-9: AZ Baseline Infrastructure Security Controls
- Form IQS-10: Letter Agreement for Industry Review One-on-One Meetings
- Form IQS-11: Proposer Information Form
- Form IQS-12: Comparable Professional Engineering Services Contract
- Form IQS-13: Comparable Construction-Related Services Contract
- Form IQS-14: Comparable Operation and Maintenance-Related Services Contract
- Form IQS-15: Qualified Proposer/Equity Member’s Project Equity / Finance Related Experience
- Form IQS-16: Organizational Conflict of Interest Disclosure Statement
- Form IQS-17: Comment and Responses Form
- Form IQS-18: Acknowledgement of Amendments
- Form IQS-19: Organizational Documents
- Form IQS-20: Record of Performance and Integrity
- Form IQS-21: Legal Qualification to Contract with WIFA

The information is provided for purposes of determining whether a Proposer meets the Solicitation’s responsibility criteria as authorized under A.A.C. R18-15-814. The information provided may be subject to public disclosure under State law. To the extent that the Proposer considers any of this information to be exempt from disclosure, the Proposer is responsible for marking relevant sections as confidential in accordance with A.A.C. R8-15-807.

I hereby certify under penalty of perjury that the information in this Initial Qualifications Submittal is true and accurate to the best of my knowledge and belief. I understand false statements may result in a non-responsibility determination for the Proposer and Key Participants, and possibly debarment.

Signature on behalf of Proposer

Date Signed

Form IQS-2: Initial Qualifications Submittal Checklist

A copy of this completed Initial Qualifications Submittal Checklist, indicating Proposer's use of such checklist to ensure all contents of the Initial Qualifications Submittal are provided. Proposer may not amend the order or change the contents of this checklist.

- Form IQS-1: Initial Qualifications Submittal Letter
- Form IQS-2: Initial Qualifications Submittal Checklist
- Form IQS-3: Ethics Declaration
- Form IQS-4: General Certifications
- Form IQS-5: Confidential Information Designation
- Form IQS-6: Letter of Insurability
- Form IQS-7: Conformance Statements
- Form IQS-8: Boycott of Israel Disclosure
- Form IQS-9: Forced Labor of Ethnic Uyghurs Ban
- Form IQS-10: AZ Baseline Infrastructure Security Controls
- Form IQS-11: Letter Agreement for Industry Review One-on-One Meetings
- Form IQS-12: Proposer Information Form
- Form IQS-13: Comparable Professional Engineering Services Contract
- Form IQS-14: Comparable Construction-Related Services Contract
- Form IQS-15: Comparable Lead Operation and Maintenance-Related Services Contract
- Form IQS-16: Comparable Proposer/Equity Member's Project Equity / Finance Related Experience
- Form IQS-17: Organizational Conflict of Interest Disclosure Statement
- Form IQS-18: Question and Comment and Responses Form
- Form IQS-19: Acknowledgement of Amendments
- Form IQS-20: Organizational Documents
- Form IQS-21: Record of Performance and Integrity
- Form IQS-22: Legal Qualification to Contract with WIFA
- Financial Statements (as required in Section 3.6)
- Documentation of Minimum Responsibility Criteria (as required in Section 3.7)

Form IQS-3: General Certifications

The Proposer shall respond either "Yes" or "No" to each of the following where indicated. If the Proposer's response is "No", a full explanation shall be provided in the space following the last item.

1.0 CERTIFICATE OF NONDISCRIMINATION Yes No

1. The Proposer hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer and its Subcontractors shall comply with the provisions of Federal Executive Order 11246, [Arizona] State Executive Orders 2023-01 and 2009-9, and A.R.S. §§ 41-1461 through 1465.

The Proposer agrees specifically to adhere to the following:

- (a) Establish and observe employment policies that actively promote opportunities for minority persons and women at all job levels.
- (b) Communicate this policy to all company employees, outside recruiting services, especially those serving minority communities and women, and minority communities and women at large.
- (c) State in all solicitations or advertisements for employees that the Proposer will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition).

2.0 AFFIRMATIVE ACTION Yes No

The Proposer certifies that it and those Subcontractors with subcontracts in excess of ten thousand dollars (\$10,000) are maintaining Affirmative Action Programs consistent with those required under Federal Executive Order 11246.

3.0 WHISTLEBLOWER REQUIREMENTS Yes No

The Proposer certifies that it will take no action, or adopt any rule, regulation or policy which is contrary to the provisions set forth in Arizona Revised Statutes Title 23. A full explanation of all "No" answers shall be provided below. Proposer hereby declares under the penalty of perjury under the laws of the State of Arizona that the certifications made above in No. 1-4 are true and correct.

Executed on _____ 20____, _____ (City) _____ (Title)
(Date)

Typewritten or Printed Name Signature of Authorized Official Title

¹ Any indication of fraud, waste, abuse, or mismanagement of these funds should be immediately reported to the WIFA Compliance Office.

Form IQS-4: Confidential Contents Index

Content Designation (*)	Solicitation Section Reference	Offer Volume and Tab or Form No.	Page Numbers	Description of Content

(*) For each item included on this Form IQS-5 include a designation of either “Confidential,” “Trade Secret,” or “Proprietary.” For additional information please refer to Section 2.18 of the Solicitation.

Proposer’s Representative (Type or Print Name)

Date

Signature of Qualified Proposer’s Representative

Title

Form IQS-5: Letter of Insurability

The Proposer shall provide a Letter of Insurability from the Insurance Company as a proof that the Proposer currently possesses the required insurance as stated in the FORM OF CONTRACT – LTWIP BASE CONTRACT or the Proposer is able to obtain the required Minimum Scope and Limits of Insurance should a LWTIP Base Contract be awarded to Proposer.

The Letter of Insurability (and any additional letters) should be clearly marked as

Attachment - Supplement Insurance

NOTE: If awarded a LTWIP Base Contract, the Proposer shall provide a Certificate of Insurance and associated policy endorsement(s) prior to beginning service(s) under the LTWIP Base Contract.

Form IQS-6: Conformance Statements

If taking exceptions, the relevant subsequent pages titled "Attachment Supplements" must be completed. Attach additional pages as needed.

WIFA will not consider any exception unless designated on this form.

Read all instruction to Offerors before taking any exceptions. Offers with exceptions may be found not susceptible for award.

If neither box is checked under any section below, the Offer's response to that section will be considered "YES" and WIFA will interpret the offer as if there were no exceptions taken.

CONFORMANCE TO THE SPECIAL INSTRUCTIONS TO OFFERORS	
Check one of the following:	
<input type="checkbox"/>	YES – Offeror acknowledges that it has read and understands the Special Instructions to Proposers of the Solicitation Documents and attests that its Offer complies with both.
<input type="checkbox"/>	NO – Offeror acknowledges that it has read and understands the Special Instructions to Proposers in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment Supplement – Conformance Statements - Exceptions to Special Instructions .

CONFORMANCE TO THE EVALUATION CRITERIA	
Check one of the following:	
<input type="checkbox"/>	YES – Offeror acknowledges that it has read and understands the Evaluation Criteria of the Solicitation Documents and attests that its Offer complies with both.
<input type="checkbox"/>	NO – Offeror acknowledges that it has read and understands Evaluation Criteria of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment Supplement – Conformance Statements - Exceptions to Evaluation Criteria .

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS

Check one of the following:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | YES – Offeror acknowledges that it has read and understands the FORM OF CONTRACT – LTWIP BASE CONTRACT, along with their respective Exhibits of the Solicitation Documents and attests that its Offer complies with all. |
| <input type="checkbox"/> | NO – Offeror acknowledges that it has read and understands the FORM OF CONTRACT – LTWIP BASE CONTRACT, along with their respective Exhibits of the Solicitation Documents and attests that its Offer complies with all EXCEPT FOR the exceptions listed in Attachment Supplement – Conformance Statements - Exceptions to Contract Terms and Conditions. |

Proposer

Signature of person authorized to sign

Conformance Statements - Exceptions to Instructions

Article / paragraph or exhibit reference	Solicitation language (Copy and paste from Solicitation)	Alternate language and Rationale
		Alternate language: Rationale:
		Alternate language: Rationale:
		Alternate language: Rationale:

Proposer

Signature of person authorized to sign

Conformance Statements - Exceptions to LTWIP Base Contract Terms and Conditions

Article / paragraph or exhibit reference	LTWIP Base Contract language (Copy and paste from Solicitation)	Alternate language and Rationale
		Alternate language: Rationale:
		Alternate language: Rationale:
		Alternate language: Rationale:

Proposer

Signature of person authorized to sign

Form IQS-7: Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, the LWTIP Base Contract, or Developer, then the Proposer shall select the “Exempt Solicitation, Contract, or Developer” option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Developer is a sole proprietorship;
- Developer has fewer than ten (10) employees; OR
- Developer is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.”

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, Limited Liability Company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
.....
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State. The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 et seq., all offerors must select one of the following:

The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 et seq. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §§35-393 et seq.

Exempt Solicitation, Contract, or Developer

Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than \$100,000;
- Developer is a sole proprietorship;
- Developer has fewer than ten (10) employees; and/or
- Developer is a non-profit organization.

Printed Name

Signature of Person Authorized to Sign

Proposer

Proposer Address

Form IQS-8: Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Developer, then the Proposer shall select the “Exempt Developer” option below:

- Developer is a sole proprietorship;
- Developer has fewer than ten (10) employees; OR
- Developer is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:

The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People’s Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or
- Any Developers, 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.

The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

Exempt Developer; Indicate which of the following statements applies to the Developer (may be more than one):

- Developer is a sole proprietorship;
- Developer has fewer than ten (10) employees; and/or
- Developer is a non-profit organization.

Printed Name

Signature of Person Authorized to Sign

Proposer

Proposer Address

Form IQS-9: AZ Baseline Infrastructure Security Controls

Proposer/Developer shall follow the State of Arizona's Data security policy standard (currently [State of AZ Data Security Std S8120](#)) and the following Addendum to the Special Terms and Conditions, titled Warranties and Requirements Related to Arizona Information Technology Statewide Policies, Standards, and Procedures when storing, processing, or transmitting State Data.

Proposer/Developer acknowledges and agrees that only NIST Cybersecurity Framework (CSF) [NIST SP800-53 Security and Privacy Controls](#) will be accepted for evaluation. No other forms of CSF will be accepted including ISO/IEC, SOC 2/3 reports, or other forms of self-attestations.

The State Data classification:

NIST Low Impact: If a Developer may process, transmit, or store **non-sensitive** State Data, metadata, and/or Data that may be released to the public that requires no additional levels of protection during its Work under the Contract, then the Developer **shall** follow the NIST Low Impact security controls as directed by the State Chief Privacy Officer (Enterprise Security, Privacy & Risk Compliance team).

NIST Moderate Impact: If a Developer may process, transmit, or store one or more of the following types of Data during its work under the Contract, then the Developer **shall** complete NIST Moderate Impact security controls (authorized or provisional) status:

1. Personal identifiable information (PII) as defined by U.S Dept. of Labor (DOL);
2. Protective health information (PHI) as defined by HIPAA;
3. Payment card industry (PCI) Data as defined by PCI Security Std. Council (PCI SSC);
4. Criminal justice information (CJI) Data;
5. Federal tax information (FTI) Data defined by IRS 1075;
6. Data that if lost or unavailable would either be disruptive to government operations or cause a loss of confidence of trust in the government; or
7. Directed by the State Chief Privacy Officer (Enterprise Security, Privacy & Risk Compliance team).

Pursuant to [State Data Classification Policy P8110](#) and the above Data classification, **Developer will have access to the following type of Data as part of its work under the Contract:**

- Low Impact Data (AZRAMP 125 / NIST Low Impact)
- Moderate Impact Data (AZRAMP 325 / NIST Moderate Impact)

For this Offer to be considered, the Proposer shall follow the Infrastructure Security Controls and acknowledge its agreement below.

A) If the Proposer has achieved FedRAMP Authorized or StateRAMP NIST Moderate Control Baseline (authorized or provisional) certification, check the box below, submit certification information, and sign the signature section.

FedRamp Authorized

StateRAMP NIST Moderate Impact Control Baseline (authorized or provisional)

B) If the Proposer has **not** achieved FedRAMP Authorized or StateRAMP NIST Moderate Control Baseline (authorized or provisional) certification, complete the steps below, and sign the signature section.

Step B1: Solicitation Offer Stage

Submit a completed Arizona Baseline Infrastructure Security Controls Prerequisite (35 questions) assessment spreadsheet [Pre-Requisite \(35 questions\)](#) (**Attachment XX - Prerequisite Assessment of Arizona Baseline Infrastructure Security Controls**)

Step B2: Contract Award Stage: If awarded a contract, work under awarded state contract is contingent on:

B2.1 Within forty-five days of award, the Developer shall complete the AZRamp 325 Moderate Impact Control spreadsheet titled “Arizona Infrastructure Security Controls 2017 (Excel),” and fill out column’s from **I to N** and submit to State Chief Privacy Officer (Enterprise Security, Privacy & Risk Compliance team) [AZRamp 325 Moderate](#). Supporting documentation required for the AZRamp assessment are Developer IT System Security Plan (SSP) or Written Information Security Program (WISP) to obtain AZRamp Moderate (respond to Column F controls and control enhancements), or contact the State Chief Privacy Officer (Enterprise Security, Privacy & Risk Compliance team) with questions via GRC@AZDOHS.gov.

B2.2 Within thirty days of award, the Developer shall register with StateRAMP (membership link: <https://stateramp.org>). Supply StateRAMP membership number to State Chief Privacy Officer (Enterprise Security, Privacy & Risk Compliance team) via GRC@AZDOHS.gov.

Step B3: Contract Management Stage:

Within the first (1st) year of the LTWIP Base Contract, awarded CDeveloper **shall** obtain StateRAMP NIST Moderate Impact Authorization (authorized or provisional) security status, or contact the State Chief Privacy Officer (Enterprise Security, Privacy & Risk Compliance team) via GRC@AZDOHS.gov for an extension to the one-year deadline.

Signature of person authorized to sign

Proposer

Printed name and title

Date

Contact email address

Contact phone number

StateRAMP Number

FedRAMP Number

Form IQS:-10 Letter Agreement for One-on-One Meetings

Instructions:

- Complete one Form IQS-10 reflecting acknowledgement of the requirements for One-on-One Meetings.

To All Qualified Proposers:

As set forth in this letter agreement (“Letter Agreement”), the Water Infrastructure Finance Authority of Arizona (“WIFA”) will give each of the Qualified Proposers for the Long Term Water Augmentation Fund Solicitation for Procurement (“Solicitation”) the opportunity to participate in industry review and one-on-one meetings with WIFA and its advisors to discuss the procurement and related documents or communications provided by WIFA.

Prior to commencing participation in industry review and the one-on-one meetings, WIFA requires that each Qualified Proposer execute Attachment A (Countersignature to Letter Agreement), pursuant to which the Qualified Proposer agrees to abide by this Letter Agreement and confirms that it will not base any protest regarding the Procurement on the basis that the industry review process described in this Letter Agreement, including one-on-one meetings, occurred. Respondents to the Initial Qualifications Submittal shall return an executed copy of Attachment A (which should be transmitted attached to a copy of this Letter Agreement) to WIFA as part of the Initial Qualifications Submittal.

Failure by a Qualified Proposer to return an executed copy of Attachment A by the above deadlines may, in WIFA’s sole discretion, result in a delay in the delivery of documents to that Proposer and/or that Proposer being precluded from participation in the industry review process and, ultimately, disqualification from the Procurement.

1. Procurement Website

After the execution of this Letter Agreement and notification by WIFA that the proposer is a qualified as a Qualified Proposer, Qualified Proposers shall have access to a procurement website (the “Website”) on a date to be provided by WIFA via separate written correspondence.

WIFA shall post on the Website documents relevant to the Solicitation.

2. One-on-One Meetings

The one-on-one meetings are mandatory for all Qualified Proposers, and a representative of each Qualified Proposer must be present at each of the meetings (up to 12 representatives will be allowed). All one-on-one meetings during the Procurement process must adhere to the procedures set forth in Exhibit 1 to this Letter Agreement.

The initial one-on-one meetings to be held during this Solicitation phase will be held in person, in or near Phoenix, Arizona as set forth below. The specific location of the one-on-one meetings shall be sent to Qualified Proposers before the meetings.

The discussion topics for the one-on-one meetings shall include: (1) commercial and financial issues in the Solicitation and draft Agreement; and (2) technical issues.

A minimum of ten business days in advance of the one-on-one meeting, each Qualified Proposer shall submit to WIFA's Procurement Officer the following documents in Microsoft Word:

- a. A set of the Qualified Proposer's written comments and questions relating to the Solicitation. The comments should be submitted in the format described in Section C of Exhibit 1 (Procedures for One-on-One Meetings) and using the format shown in Exhibit 2 (Industry Review Question/Comment Form); and
- b. A written agenda and list of Qualified Proposer's one-on-one meeting attendees (including name, title, firm, and role on the Qualified Proposer's team). Qualified Proposers will be required at each of the one-on-one meetings to execute an Acknowledgment Regarding One-on-One Meetings in the form of Attachment B to this Letter Agreement.

3. Subsequent One-on-One Meetings

At this time, WIFA intends only to hold one set of one-on-one meetings prior to award. WIFA reserves the right to hold additional one-on-one meetings if deemed necessary. Additional information concerning the dates, locations and topics of these meetings, if applicable, would be made available to the Qualified Proposers.

4. Rules of Contact

Qualified Proposers are required to abide by the following rules of contact:

- a. No Qualified Proposer or any of its team members may communicate with another Qualified Proposer or its team members with regard to the Solicitation documents, one-on-one meetings, or any team's Offer, except that (1) subcontractors that are shared between two or more Qualified Proposers may communicate with their respective team members so long as those Qualified Proposers establish a reasonable protocol to ensure the subcontractor will not act as a conduit of information between the teams, and (2) this prohibition does not apply to public discussions regarding the Solicitation documents at any informational meetings sponsored by WIFA.
- b. Only the authorized representative identified by each Qualified Proposer in its Statement of Qualifications may correspond with WIFA regarding the Solicitation and one-on-one meetings. Such authorized representatives shall only communicate in writing with WIFA and addressed to the Procurement Officer in accordance with Section 3.
- c. No Qualified Proposer or representative thereof shall have any ex parte communications in relation to this solicitation in accordance with Section 3.6, including the following:
 - HDR Engineering, Inc.;
 - Nossaman LLP;
 - Snell & Wilmer LLP;
 - Spencer Fane LLP;
 - KPMG LLP;
 - Piper Sandler; and

- “Affiliates” of the foregoing (meaning parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities, and other financially liable or responsible parties for the entity). Common ownership does not include the holding of stock in a publicly traded company unless such stock ownership is a majority position or results in control of the affected entity.

The foregoing restriction shall not, however, preclude or restrict communications: (a) expressly permitted by the Solicitation and this Letter Agreement; (b) approved in writing in advance by WIFA; (c) with regard to matters unrelated to the Solicitation documents, (d) any public or Qualified Proposer workshop related to the Procurement; or (e) any communications with WIFA personnel necessary to comply with pre-qualification or licensing requirements required by the Agreement.

- d. Qualified Proposers shall not directly contact the below-listed “Stakeholders,” or any of their employees, representatives, consultants, or members, regarding the Solicitation, it being WIFA’s intent that WIFA provide any necessary coordination with such Stakeholders during this stage in order that, among other things, this Solicitation be implemented in a fair, competitive, and transparent manner and with uniform dissemination of information:
 - Any federal, state, or local government agent or agency of the United States of America, other government or country, or political subdivision thereof.

Information requests concerning these Stakeholders must be sent to WIFA’s Procurement Officer in accordance with Section 3.

- e. Any communications determined by WIFA, in its sole discretion, to be prohibited or improper may result in disqualification. “Improper” as used in this Letter Agreement means detrimental or prejudicial to the integrity of the Procurement.
- f. Any official information regarding the Solicitation will be in writing, on WIFA’s letterhead, and signed by WIFA’s Procurement Officer or their designee.
- g. WIFA will not be responsible for, and the Qualified Proposers may not rely on, any oral or written exchange or any other information or exchange that occurs outside the official process specified in this Solicitation.

5. Qualified Proposer Questions

Qualified Proposer questions during one-on-one meetings and in connection with documents issued during the Solicitation process are addressed in Exhibit 1.

Qualified Proposers may commence asking questions about the Solicitation at this time. Qualified Proposers may submit written questions to WIFA’s Procurement Officer in accordance with Section 3. WIFA will only consider questions regarding the Solicitation documents if submitted by a Qualified Proposer to WIFA’s Procurement Officer in accordance with Section 3.

6. Confidentiality Agreement

As a condition to participation in the one-on-one meetings and the post-IQS phase of the Solicitation process, each Qualified Proposer (on behalf of itself and all of its corresponding team members) agrees to maintain the confidentiality of all Solicitation documents, reference documents, documents posted on the Website, and any other information related to the Solicitation that WIFA designates to Qualified Proposers as confidential (collectively, "Confidential Information"). Each Qualified Proposer agrees to maintain security and control over all documents and e-mails containing such Confidential Information in the Qualified Proposer's custody or control. Qualified Proposers agree it will not divulge any Confidential Information to the media, any member of the public, or any other party for a purpose other than to a team member for development of an Offer in response to the Solicitation.

7. Protests

Any reservations or protest that a Qualified Proposer may have arising out of or relating to this Letter Agreement, the terms, conditions, and procedures contained in this Letter Agreement, the Acknowledgment Regarding One-on-One Meetings contained in Attachment B to this Letter Agreement, or the Solicitation must be addressed in accordance with Section 3.20 of the Solicitation.

8. Generally

Capitalized terms used but not defined in this Letter Agreement have the meanings given in the Solicitation, if not defined by means of reference to another document.

WIFA looks forward to working with the Qualified Proposers as we collectively move forward to the next phase of the Solicitation.

Sincerely,

Brenda Prevost

Procurement Officer

EXHIBIT 1

LONG-TERM WATER AUGMENTATION FUND

LETTER AGREEMENT REGARDING ONE-ON-ONE MEETINGS

PROCEDURES FOR ONE-ON-ONE MEETINGS

A. One-on-One Meetings

WIFA intends to conduct one-on-one meetings with each Qualified Proposer to discuss issues and clarifications regarding the Solicitation and related documents or communications provided by WIFA or the Qualified Proposers. WIFA reserves the right to disclose to all Qualified Proposers any issues raised during the one-on-one meetings; provided, however, that WIFA will not disclose such issues if WIFA, in its sole discretion, determines that disclosure: (i) would impair the confidentiality of information that WIFA determines is confidential and which is submitted as part of this procurement, or would reveal a Qualified Proposer's confidential business strategies; (ii) is not necessary in order to address an error, mistake, omission, conflict or ambiguity in the Procurement related documents; (iii) is not necessary for purposes of fairness and transparency; and (iv) is not required by the Arizona Public Records Law. Participation at such meetings by the Qualified Proposers shall be mandatory. Representatives of WIFA and WIFA advisors, may attend and participate in one-on-one meetings.

The one-on-one meetings will adhere to the following:

- The meetings are intended to provide Qualified Proposers with a better understanding of the Procurement and related documents or communications provided by WIFA.
- WIFA, except as noted in this Letter Agreement, will not discuss with any Qualified Proposer any information submitted as part of this procurement other than its own.
- The Qualified Proposers shall not seek to obtain commitments or coaching from WIFA or their advisors in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Qualified Proposer.
- No aspect of these meetings is intended to provide any Qualified Proposer with access to information that is not similarly available to other Qualified Proposers. Accordingly, material information about the Solicitation that WIFA reveals or discusses in response to questions raised in a one-on-on meeting will, except as noted in this Letter Agreement, be revealed to the other Qualified Proposers.
- The discussions or any statements made by either party shall not be binding on such party.
- No part of the evaluation of Offers will be based on the conduct or discussions that occur during these meetings.

Persons attending the one-on-one meetings will be required to sign an acknowledgment of the foregoing rules.

B. Questions and Responses During One-on-One Meetings

During one-on-one meetings, Qualified Proposers may provide information and comments and ask questions, and WIFA may provide oral responses. If, during any individual one-on-one meeting, WIFA provides responses to material questions asked by any Qualified Proposer, the questions and answers

may, in WIFA's sole discretion, be recorded and provided in writing to all Qualified Proposers, except to the extent provided in this Letter Agreement. The extent of permitted reliance on WIFA responses, if any, shall be limited and shall be set forth in the Solicitation documents.

C. Questions and Responses Regarding the Project

Qualified Proposers shall be responsible for reviewing Solicitation related documents or communications provided by WIFA, and for requesting clarification or interpretation of any perceived discrepancy, inconsistency, deficiency, ambiguity, error or omission contained therein, or of any provision which the Qualified Proposer fails to understand. Qualified Proposers will be limited to 75 comments, questions, or requests for clarification during the one-on-one process. If a comment or question has more than one subpart, each subpart will be considered a separate comment or question. Corrections of typographical errors, incorrect cross references or internal inconsistencies within the Solicitation will be excluded from the 75-question limitation.

Qualified Proposers shall submit, and WIFA will respond to, such requests in accordance with this Section C of Exhibit 1. The oral responses and any written responses will not be considered part of the LTWIP Base Contract(s).

Qualified Proposers shall submit questions regarding the Solicitation provided by WIFA, including requests for additional information, clarification, or interpretation or to correct any discrepancy, inconsistency, deficiency, ambiguity, error or omission, to WIFA's Procurement Officer in accordance with Section 3 in the format prescribed in this Letter Agreement. Telephone or oral requests will not be considered.

Qualified Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to this Solicitation. Questions may be submitted only by the Qualified Proposer's identified authorized representative and must include the representative's name, address, telephone, e-mail address, and the Qualified Proposer he/she represents. Such comments/questions shall: (i) be submitted in Microsoft Word using the format set forth in Exhibit 2; (ii) be sequentially numbered; (iii) identify the relevant section number and page number (e.g., Technical Requirements, Section 3.2.2, page 3-9); or, if it is a general question, so indicate; (iv) not identify the Qualified Proposer's identity in the body of the question or contain confidential information; and (v) indicate whether the question is a Category 1, 2, 3, or 4 question.

As used above, "Category 1" means a potential "go/no-go" issue that, if not resolved in an acceptable fashion, may preclude the Qualified Proposer from submitting an Offer. "Category 2" means a major issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Qualified Proposer from submitting an Offer. "Category 3" means an issue that may affect value for money, or another material issue, but is not at the level of a Category 1 and Category 2 issue. "Category 4" means an issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc.

WIFA reserves the right to reject questions or requests not meeting the foregoing requirements. Questions or comments addressed to any person other than WIFA's Procurement Officer will not be considered.

D. Responses to Questions; Confidentiality

Responses to questions will be provided either through revised drafts of documents or, in limited circumstances, specifically in writing and will be delivered to all Qualified Proposers.

Exhibit 2

LONG-TERM WATER AUGMENTATION FUND SOLICITATION

QUESTION/COMMENT FORM FOR ONE-ON-ONE MEETINGS

Comment Sheet No. of Sheets

No.	Document and Section Number	Category	Question(s)/Comment(s)	Reserved for WIFA's Response

ATTACHMENT A

**LONG-TERM WATER AUGMENTATION FUND
LETTER AGREEMENT REGARDING ONE-ON-ONE MEETINGS
COUNTERSIGNATURE TO LETTER AGREEMENT**

The undersigned Qualified Proposer, on its own behalf and on behalf of , hereby (1) confirms its intent to participate in the one-on-one meetings for the Long-Term Water Augmentation Fund Solicitation, and (2) agrees to the one-on-one meeting procedures set forth in the Letter Agreement.

[Qualified Proposer's Name]

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT B

LONG-TERM WATER AUGMENTATION FUND

LETTER AGREEMENT REGARDING ONE-ON ONE MEETING

ACKNOWLEDGMENT REGARDING ONE-ON-ONE MEETINGS

The undersigned hereby acknowledge the following:

- 1) On November 20, 2024 the Water Infrastructure Finance Authority of Arizona (“WIFA”) issued that certain Solicitation to design, supply, build (including installation), finance, operate, and maintain the Long-Term Water Importation Project.
- 2) On or before XXXXXXXX XX, 2024, WIFA received initial Qualification Submittals from XX Proposers, including (the “Qualified Proposer”).
- 3) WIFA qualified XXXX of the Proposers, including the Qualified Proposer, and intends to hold a series of one-on-one meetings to discuss various issues relating to the Long-Term Water Augmentation Fund Solicitation (the “Solicitation”).
- 4) Each person attending the one-on-one meetings has been given notice of certain terms, conditions, and procedures that govern participation in the one-on-one meetings, as described in this Attachment B or in the corresponding letter agreement dated of XXXXX , 2024 and sent by WIFA to the Qualified Proposer (the “Letter Agreement”). The terms, conditions, and procedures set forth in the Letter Agreement are expressly incorporated in this Attachment B and apply with full force and effect to all one-on-one meetings.
- 5) The undersigned individuals representing the undersigned Qualified Proposer acknowledge and agree to comply with the following rules and restrictions applicable to these meetings:
 - a. The meetings are intended to offer the Qualified Proposers an opportunity to obtain a better understanding of the Solicitation and related documents or communications provided by WIFA, and to enable the undersigned Qualified Proposer to advise WIFA of comments, issues and requested changes to the Solicitation related documents provided by WIFA.
 - b. The undersigned Qualified Proposer cannot rely on statements made by WIFA and/or its representatives at these meetings, including statements regarding any changes or modifications to the Solicitation related documents provided by WIFA or statements relating to concepts discussed at the meeting. Any changes or modifications made to the Solicitation related documents provided by WIFA or to any other aspect of the Solicitation process shall be made solely in writing by WIFA.
 - c. If WIFA deems it advisable, it may issue written responses to any or all of the Qualified Proposers addressing questions or issues raised at the meetings and/or it may issue one or more addenda revising and/or supplementing the Solicitation related documents provided by WIFA. If WIFA elects to issue such written responses, WIFA will not identify the Qualified Proposer(s) that raised the question or issue.
 - d. The undersigned Qualified Proposer may seek input from WIFA regarding potential technical concepts, but shall not seek to obtain coaching or commitments from WIFA in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Qualified Proposer.

and no part of the evaluation of information submitted by Qualified Proposers as part of this Solicitation will be based on the conduct or discussions that occur(s) during these meetings.

6) This Acknowledgment is executed on _____, _____, _____.

Qualified Proposer's Name

7) Representatives:

Name: _____ Organization: _____

Name: _____ Organization: _____

Name: _____ Organization: _____

Name: _____ Organization: _____

Name: _____ Organization: _____

Name: _____ Organization: _____

Form IQS-11: Proposer Information Form

Instructions:

- If the potential Developer has been formed, complete this form in full and also complete Form IQS-11 for each identified Equity Member
- If the potential Developer has not yet been formed, complete only the relevant portions of the form and complete form IQS-11 in full for each identified Equity Member

Provide the name of Proposer and state whether it is also the potential Developer or whether a separate entity will be formed to enter into the Contract:

Identify the Proposer’s authorized representative(s) (“**Proposer’s Representative**”):

Name:	Telephone No:
Title:	Email:

Name:	Telephone No:
Title:	Email:

List all of the Equity Members in Proposer and the potential Developer in the space below:

If the potential Developer has been formed (that is, the Proposer is also the potential Developer), complete the remainder of this form.

Information Regarding Potential Developer:

Year Established: _____

Firm’s CEO/Equivalent Position: _____

Federal Tax ID No: _____

Type of Business Organization (check one):

State/Country/Province and Year of Incorporation):

Partnership (If yes, then complete Section A below)

Joint Venture (If yes, then complete Section A below)

Limited Liability Company (If yes, then complete Section A below)

Other (If yes, describe and complete Section A below)

Section A. If the submitting firm is a form of organization other than a corporation, indicate the name and role of each member entity in the list below:

Name of Firm: _____ Role: _____

Name of Firm: _____ Role: _____

Name of Firm: _____ Role: _____

Name of Firm: _____ Role: _____

Name of Firm: _____ Role: _____

Name of Firm: _____ Role: _____

Name of Firm: _____ Role: _____

Name of Firm: _____ Role: _____

Form IQS-12: Comparable Professional Engineering Services Contract

Instructions:

- Complete one Form IQS-12 reflecting **one** contract involving professional engineering services comparable to the WIP and anticipated Task Orders under the Contract. This form IQS-12 shall not exceed two pages.
- The project included on this Form IQ-12 shall be a project that the Proposer deems to be relevant to the Project and reflective of the ability of the project team to successfully perform the work under the Contract. Only a project that is completed as of the date of the Proposer's Initial Qualifications Submittal may be included in this Form IQS-12. The project must demonstrate that its proposed Lead Engineering Firm has acted as the lead (or co-lead) designer for at least one U.S. water supply project with an installed capacity of at least 10,000 acre feet per year and at least one U.S. design-build or P3 water project with design and construction cost of at least \$250 million (USD) completed within the past 10 years, demonstrating the capability of the proposed Lead Engineering Firm to design the WIP.

Name of prospective Proposer: _____

Name and role of prospective Key Participant: _____

Project Name: _____ Project Location: _____

Sponsoring Agency: _____

Sponsoring Agency Contact (Name / Phone No. / Email)

Key Participant's Role on Project: _____

Nominal D&C Value of Project (USD): _____

Total Design Fee (USD): _____

Key Participant's Percentage of Total Design Fee: _____

Project Status (start date and completion date): _____

Relevance of referenced project to WIFA's Long-Term Water Importation Solicitation:

Form IQS-13: Comparable Construction-Related Services Contract

Instructions:

- Complete one Form IQS-13 reflecting **one** contract for a project involving construction and related services comparable to the WIP and anticipated Task Orders under the Contract. This form IQS-13 shall not exceed two pages.
- The project included on this Form IQ-13 shall be a project that the Proposer deems to be relevant to the WIP and reflective of the ability of the prospective project team to successfully perform the work under the Contract. Only a project that is completed as of the date of the Proposer's Initial Qualifications Submittal may be included in this Form IQS-13. The project must demonstrate that its proposed Lead Construction Contractor has acted as the lead (or co-lead) contractor for at least one U.S. design-build or P3 water supply project with an installed capacity of at least 10,000 acre feet per year and at least one U.S. design-build or P3 water project with design and construction cost of at least \$250 million (USD) completed within the past 10 years demonstrating the capability of the proposed Lead Construction Contractor to complete the WIP..

Name of Proposer: _____

Name and role of Key Participant: _____

Project Name: _____ Project Location: _____

Sponsoring Agency: _____

Sponsoring Agency Contact (Name / Phone No. / Email)

Key Participant's Role on Project: _____

Nominal D&C Value of Project (USD): _____

Total Design Fee (USD): _____

Key Participant's Percentage of Total Design Fee: _____

Project Status (start date and completion date): _____

Relevance of referenced project to WIFA's Long-Term Water Importation Solicitation:

Form IQS-14: Comparable Operation and Maintenance-Related Services Contract

Instructions:

- Complete one Form IQS-14 reflecting **one** contract for a project involving operation and maintenance related services comparable to the WIP and anticipated Task Orders under the Contract. This form IQS-14 shall not exceed two pages.
- The project included on this Form IQ-14 shall be a project that the Proposer deems to be relevant to the WIP and reflective of the ability of the prospective project team to successfully perform the work under the Contract. Only a project that is completed as of the date of the Proposer's Initial Qualifications Submittal may be included in this Form IQS-14. The project must demonstrate that its proposed Operations and Maintenance Firm has acted as the lead operations and/or maintenance manager for at least one water supply project with an installed capacity of at least 10,000 acre feet per year for at least five (5) uninterrupted years, demonstrating the capability of the proposed Operations and Maintenance Firm to operate and maintain the WIP.

Name of Proposer: _____

Name and role of Key Participant: _____

Project Name: _____ Project Location: _____

Sponsoring Agency: _____

Sponsoring Agency Contact (Name / Phone No. / Email)

Key Participant's Role on Project: _____

Nominal D&C Value of Project (USD): _____

Total Design Fee (USD): _____

Key Participant's Percentage of Total Design Fee: _____

Project Status (start date and completion date): _____

Relevance of referenced project to WIFA's Long-Term Water Importation Solicitation:

Form IQS-15: Comparable Proposer/Equity Member's Project Equity / Finance Related Experience

Instructions for Form IQS-15:

- Complete one Form IQS-15 identifying up to 10 projects involving investment and/or significant role in project financing by one or more of the proposed Equity Members that the Qualified Proposer deems to be relevant to the Project and reflective of the experience of its Equity Member(s) relevant to investment in and successfully financing the Project. Any project included on Form IQS-16 must have a transaction size of at least **\$500M USD**. Refer to Solicitation Section 3.5.4 for additional information regarding requirements for Form IQS-15. Project experience from Affiliates of an Equity Member may be included in Form IQS-16, if the Affiliate is a subsidiary of the Equity Member or if a Financially Responsible Entity is a direct or indirect common parent entity of both the Equity Member and Affiliate.
- Of the projects listed below, provide one-page narrative descriptions for a minimum of three and a maximum of five projects listed on the form that the Qualified Proposer deems to be the most relevant to the Project, including, at a minimum, the following details: (a) the project's financial plan and the Equity Member's role in developing and negotiating the financial plan, (b) the name and participation percentages of each original equity investors and a descriptive evolution of the Equity Member's (or Affiliate's) percentage equity interest from financial close to date, (c) elements of those projects that are similar to the Project, and (d) the Equity Member's role in supporting project development and commercial management. (PAGE LIMIT – 5 pages).
- For each project for which a one-page narrative description has been provided, the Qualified Proposer must provide references and contact information of the project owners. If a reference cannot be reached or does not respond to WIFA's request for information, WIFA reserves the right to not consider the project during its evaluation.
- All amounts reflected in the table below must be in US Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of November 1, 2024 and the benchmark on which the exchange rate is based.

NAME OF EQUITY MEMBER	PROJECT NAME, LOCATION, DESCRIPTION	PROJECT MILESTONES AND CURRENT STATUS	PROJECT TERM; STRUCTURE; PAYMENT MECHANISM ¹	D&C VALUE (NOMINAL VALUE)	TOTAL PROJECT FINANCING AMOUNT ²	DEBT AMOUNT AND TYPE ³	TOTAL EQUITY INVESTMENT AND ENTITY'S % / DESCRIPTION OF FINANCE- RELATED ROLE ⁴
<i>Sample entry:</i> Infra Fund II	Water Supply Project, [State], USA – construction of water supply project consisting of water supply/intake, pre-treatment, and conveyance	Financial Close: [Date] Construction Completion Date/Status: 80% complete Operations Commencement: [Date] (expected) – 4 months earlier than baseline date	Construction plus 30 years; DBFOM; Availability Payment	\$1.2 billion	\$950 million	\$855 million (private placement)	\$95 million total Infra Fund II had a leading role on the financing (e.g. led one of the consortium coordinating committees (financial, commercial, technical, etc.). Infra Fund II contributed 60% of the total equity investment

¹ **PROJECT TERM; STRUCTURE; PAYMENT MECHANISM** - Provide the project term, project delivery structure (e.g., DBFOM, DBF, DBF+OM), and the payment mechanism used to compensate the developer (e.g., availability payments, revenue collections/sharing, or a combination of these).

² **TOTAL PROJECT FINANCING AMOUNT** - Provide the total amount of private financing used for the project, i.e., debt and equity (TIFIA loans, bonds, bank loans, subordinated shareholder loans, and any other debt instrument or facility), provided by the project's developer and equity members. Do not include any public debt, grants or other amounts provided by the project owner.

³ **DEBT AMOUNT AND TYPE** - Provide the amount of each type of debt used and indicate the type of facility or instrument.

⁴ **TOTAL EQUITY INVESTMENT AND EQUITY MEMBER'S %** - Provide the total amount of equity contributions made for the entire project and the Equity Member's contribution percentage. The equity investment may have been made in the form of either (i) shareholders' equity capital or (ii) shareholder subordinated debt. Please indicate separately the percentage of ownership interest in the project or developer, as applicable, if different than the Equity Member's contribution percentage. Also specify the role of the Equity Member in the project financing (e.g. active/leading role or passive investor, etc.).

Form IQS-16: Organizational Conflict of Interest Disclosure Statement

[TO BE COMPLETED BY PROPOSER ON ITS BEHALF AND ON BEHALF OF ALL ENTITIES ON THE PROPOSER TEAM]

For purposes of this Form IQS-16, “organizational conflict of interest” is defined as follows:

Organizational conflict of interest means a circumstance arising out of a Consultant's existing or past activities, including past activities as a Consultant to or employee of WIFA, business interests, familial relationships, contractual relationships, and/or organizational structure (i.e., Affiliates, etc.) wherein (i) the Consultant is or may be unable to render impartial assistance or advice to WIFA, (ii) the Consultant's objectivity in performing the scope of work sought by WIFA is or might be otherwise impaired, (iii) the Consultant has, or is perceived to have, an unfair competitive advantage; (iv) the Consultant's performance of Services on behalf of WIFA does or may provide an unfair competitive advantage to a third party; or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Consultant or a third party as a result of the Consultant's participation on the Solicitation.

Proposers are advised that in accordance with the Water Infrastructure Finance Authority of Arizona’s (WIFA) Organizational Conflict of Interest Policy, certain firms will not be allowed to participate on any Proposer’s team for the Project because of their work with WIFA in connection with the procurement and document preparation for the Project.

1. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer’s team (including the Proposer, Equity Members, identified Subcontractors and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this Solicitation. If no disclosure is necessary, indicate “None”.

By way of example only, and in no way limiting the Proposer’s disclosure obligations, Proposer should disclose (a) any current contractual relationships with WIFA, (b) any past, present, or planned contractual or employment relationships with any WIFA member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any WIFA member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the Solicitation preparers. Proposer should also disclose contractual relationships with a Solicitation preparer in the nature of a joint venture, as well as relationships wherein the Solicitation preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer’s team.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described in this Organizational Conflict of Interest Disclosure Statement.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflict of Interest Disclosure Statement, other than as disclosed above.

Proposer's Name: _____

Signature: _____

Title: _____

Name: _____

Company Name: _____

Dated as of: _____ 20 _____

Form IQS-18: Acknowledgement of Amendments

Instructions: Submit form in accordance with Section 3.3.12 and due dates as specified in Section 1.7.

The undersigned acknowledges receipt, understanding and full consideration of the following Solicitation Amendment(s) to the Solicitation. Failure to return a signed copy of this form with the IQS submittal may result in the Proposer being found non-responsive.

Solicitation Amendment No(s):

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Form IQS-19: Organizational Documents

Instructions: Submit form in accordance with Section 3.7.1 and due dates as specified in Section 1.7.

Submit this form with submission of organizational documents, or proposed organizational governance documents for proposed entities, as required in this Solicitation.

Submitted Documents:

No.	Document:

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Form IQS-20: Record of Performance and Integrity

Instructions: Submit form in accordance with Section 3.7.2 and due dates as specified in Section 1.7. Submit this form with submission of information demonstrating that the Proposer is not currently, nor was at any time in the past ten (10) years, debarred or suspended from the conduct of business in Arizona, the United States of America, or any other state or country in which business activities are proposed to occur in connection with the WIP. With this form, Proposer to provide a list of any notices of default received or terminations for cause, claims exceeding 5% of contract value, or liquidated damages exceeding 1% of contract value on any government contract or grant at any time in the past the past (10) years. For each reported instance, provide owner contact information.

Submitted Documents:

No.	Document:

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Form IQS-21: Legal Qualification to Contract with WIFA

Instructions: Submit form in accordance with Section 3.7.3 and due dates as specified in Section 1.7. Submit this form with submission of information demonstrating that the Proposer is currently licensed, or able to be licensed, to perform business in Arizona, the United States of America, or any other state or Country in which business activities are proposed to occur and shall remain licensed at all times during the performance of services. This requirement shall extend to Proposer member firms and Key Personnel identified in the Offer.

Submitted Documents:

No.	Document:

Signed: _____

Printed Name: _____

Title: _____

Date: _____

SECTION 8. ORGANIZATIONAL CONFLICT OF INTEREST POLICY

The Water Infrastructure Finance Authority of Arizona's (WIFA)

Organizational Conflict of Interest Policy

for the Long-Term Water Augmentation Fund Procurement Solicitation

Section 1. Purpose. It is WIFA's policy that an Organizational Conflict of Interest exists for any person or firm under contract, or previously under contract with WIFA, to prepare procurement documents, preliminary plans, planning reports or other project development products for the Solicitation. A person or firm with an organizational conflict will not be allowed to participate in any capacity on a Proposer's team.

The purposes of the Organizational Conflict of Interest Policy are as follows:

- Promote full and open competition, integrity, and transparency in Procurement or Contract Administration;
- Promote an environment conducive to Contracting Parties providing goods or services to WIFA in an impartial and objective manner;
- Provide guidance to enable Contracting Parties to make informed decisions while conducting business with WIFA; and
- Protect the validity of WIFA's Procurement or Contract Administration, protect WIFA's interests, and protect WIFA's confidential and sensitive information.

Section 2. Definitions.

Section 2.1. "Affiliate" means parent companies, subsidiary companies, entities under common ownership, joint ventures and partnerships involving such entities, and other financially liable or responsible parties for the entity). Common ownership does not include the holding of stock in a publicly traded company unless such stock ownership is a majority position or results in control of the affected entity—all of which are subject to this Organizational Conflict of Interest Policy.

Section 2.2. "Consultant" means any person or business entity (including any individual employee of such entity or any division and/or Affiliate of such entity) previously or currently retained, or in the process of being retained, by WIFA to provide Services in connection with the Solicitation, including subconsultants and individual employees of subconsultants.

Section 2.3 "Organizational Conflict of Interest" means a circumstance arising out of a Consultant's existing or past activities, including past activities as a Consultant to or employee of WIFA, business interests, familial relationships, contractual relationships, and/or organizational structure (i.e., Affiliates, etc.) wherein (i) the Consultant is or may be unable to

render impartial assistance or advice to WIFA, (ii) the Consultant's objectivity in performing the scope of work sought by WIFA is or might be otherwise impaired, (iii) the Consultant has, or is perceived to have, an unfair competitive advantage; (iv) the Consultant's performance of Services on behalf of WIFA does or may provide an unfair competitive advantage to a third party; or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Consultant or a third party as a result of the Consultant's participation on the Solicitation.

Section 2.4. "Organizational Conflict of Interest Policy" means this WIFA Organizational Conflict of Interest Policy for the Solicitation.

Section 2.5. "Proposer" means any person or business entity, including joint ventures, partnerships, limited liability companies, corporations, consortia, teams or other groups or organizations of individuals or entities, or the individuals and entities that make up such groups that have submitted an Initial Qualifications Submittal or proposal on the Solicitation, or are interested in submitting a Initial Qualifications Submittal or proposal on the Solicitation.

Section 2.6. "Services" means, in the context of this Policy, consulting services related to the Solicitation's development, which may include, but are not limited to, some or all of the following: planning services; procurement services' federal and state environmental services; financial advisory services; insurance services, and legal services.

Section 2.7. "Solicitation" means the Long-Term Water Augmentation Fund Solicitation for Procurement.

Section 2.8. "WIFA" means the Water Infrastructure Finance Authority of Arizona.

Section 3. Conflicts of Interest.

Section 3.1. Applicability. This Policy applies to Consultants who desire to participate in, have participated in or are participating in the performance of Services for WIFA related to the Solicitation. This Policy may prohibit or restrict the ability of a Proposer to have a Consultant participate on a Proposer team as an equity owner or team member, act as a consultant or subconsultant to a Proposer, or have a financial interest in a Proposer or an equity owner or team member of a Proposer. This Policy relates solely to the Solicitation and does not address WIFA's approach to conflicts of interest on other WIFA projects.

It Is WIFA's policy that an Organizational Conflict of Interest exists for any person or firm under contract, or previously under contract, with WIFA to prepare procurement documents, preliminary plans, planning reports or other project development products for the Solicitation. A person or firm with an organizational conflict will not be allowed to participate in any capacity on a Proposer's team. Exceptions to this policy may be granted by WIFA, upon written request from such person or firm, if it is determined that the person's or firm's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit a written request as soon as possible (optimally within thirty (30) days after the issuance date of the Solicitation, because WIFA shall not extend the

Proposal Initial Qualifications Submittal Deadline or be responsible for any inability or failure to respond prior to the Proposal Initial Qualifications Submittal Deadline to any such request.

Section 3.2. Conflicts of Interest Disclosure.

Section 3.2.1. Obligation to Disclose. Consultants participating in the Solicitation shall arrange their affairs so as to prevent Conflicts of Interest from arising. Any Consultant having an actual, potential or perceived Organizational Conflict of Interest shall disclose the matter to WIFA in writing with supporting facts and information to the Procurement Officer.

The Consultant's Organizational Conflict of Interest disclosure obligation is ongoing. Consultants should undertake reasonable due diligence, including necessary conflict searches, to determine whether new actual, potential or perceived Conflicts of Interest arise. Due diligence should extend to investigation of past relationships and, if the Consultant is an entity, to employees, officers or directors of the Consultant. If a Consultant becomes aware of an actual, potential or perceived Organizational Conflict of Interest at any time during its participation in the Solicitation, the Consultant shall promptly disclose the matter to WIFA as described herein. A Consultant shall use its best efforts to respond to any requests for additional information and documentation which WIFA deems necessary to fully evaluate WIFA's Organizational Conflict of Interest issues and to consider WIFA's determination. The Consultant's failure to provide such information or documentation when requested may impact WIFA's final determination hereunder.

Section 3.2.2. Failure to Comply. If a Consultant fails to comply with this Policy, including failure to comply with any mitigative measures imposed under this Policy, or otherwise fails to disclose an actual, potential or perceived Organizational Conflict of Interest, WIFA may, in its sole discretion:

- (A) Preclude and/or disqualify the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, from participation in the planning, procurement, design, construction and/or development of the Solicitation, including any competitive process associated therewith;
- (B) Require the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, to implement mitigative measures;
- (C) Segregate or terminate the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, from planning, procurement, design, construction and/or development of the Solicitation; and/or
- (D) Pursue any and all other rights and remedies available at law, in equity, or set forth in the Solicitation, which rights and remedies shall include the right to seek any and all direct or indirect costs and damages resulting from the Consultant's failure to comply with this Policy, including, but not limited to, costs resulting from third-party challenges to the procurement or WIFA's re-procurement of the Solicitation.

Section 3.3. Period in Which an Organizational Conflict of Interest Applies. If WIFA determines that the performance of Services by a Consultant creates an actual, potential or perceived

Organizational Conflict of Interest, the provisions in this Policy and any decisions made by WIFA related to such Organizational Conflict of Interest (including prohibitions, mitigative measures, etc.) shall continue and apply for the duration of the planning, procurement, design, construction and development of the Solicitation, provided that WIFA may, on a case-by-case basis and in its sole discretion, modify the length of this time period in writing if it determines that the modification is in the best interests of WIFA and the procurement of the Solicitation.

Section 3.4. Application to New Firm. If an Organizational Conflict of Interest applies to an individual, the Organizational Conflict of Interest and prohibition with respect to the individual will not apply to the individual's new place of employment, unless the new employer is an Affiliate of the employee's previous employer or unless mitigative measures will not, in WIFA's sole discretion, mitigate or eliminate the Organizational Conflict of Interest issue. If the new employer is not an Affiliate of the previous employer and is otherwise eligible to perform Services for WIFA pursuant to this Policy and applicable law, the new employer will remain eligible despite the employment of the individual, but mitigative measures may be required of the new employer with respect to the employee.

Section 3.4.1. Federal and State Requirements. WIFA's Policy and the provisions of this Solicitation are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to the National Environmental Policy Act (NEPA). Such applicable Governmental Rules will also apply to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

Section 3.4.2. Limitations on Commission Consents and Approvals. To the extent that application of the federal and state laws and regulations would preclude or limit participation by a Consultant or an individual with respect to the Solicitation, then notwithstanding any other aspect of this Policy or any contrary decision by WIFA in response to an actual, potential or perceived Organizational Conflict of Interest under this Policy, such federal and state laws and regulations shall control and be determinative. Under no circumstances shall a decision, approval or consent by WIFA in response to a disclosure, request or actual, potential or perceived Organizational Conflict of Interest under this Policy be considered an opinion with respect to the applicability or effect of such federal and state laws or regulations, and Consultant shall bear all responsibility and liability for determining if a conflict under federal and/or state laws or regulations exist in relation to the Consultant's work or proposed work on the Solicitation.

Section 3.5. Binding Effect of WIFA Decisions. WIFA shall not withdraw or amend a prior consent or approval granted to a Consultant under this Policy unless:

- (A) Applicable federal and state laws and regulations require the consent or approval to be withdrawn or amended; or
- (B) WIFA decides, in its sole discretion, to withdraw or amend the consent or approval based on factual circumstances that WIFA has been made aware of that were not disclosed

when WIFA made its original decision, or factual circumstances that are new or have changed since WIFA made its original decision; or

- (C) The Consultant or Proposer team fails to comply with any mitigative measures imposed under this Policy.

Section 3.6. General Organizational Conflict of Interest Standards. Except as provided in Section 3.7 of this Policy, no Consultant that has previously provided Services or that is currently providing Services to WIFA with respect to the Solicitation may be a Proposer or participate as an equity owner, team member, consultant, or subconsultant of or to a Proposer for the Solicitation, or have a financial interest in any of the foregoing entities with respect to the Solicitation.

Section 3.7. Determination Regarding Provision of Services for the Solicitation.

Section 3.7.1. Discretion of WIFA. Unless otherwise indicated in this Policy, all approvals, actions or discretion under this Policy and with respect to an actual, potential or perceived Organizational Conflict of Interest shall be within the sole discretion of WIFA.

Section 3.7.2. Determination Process. In response to a disclosure under Section 3.2.1 of this Policy or information WIFA obtains independent of a Consultant, WIFA shall determine whether a Consultant has an actual, potential or perceived Organizational Conflict of Interest that WIFA determines should prevent the Consultant from (i) being a Proposer, (ii) participating as an equity owner, team member, consultant, or subconsultant of or to a Proposer for the Solicitation, (iii) having a financial interest in any of the foregoing entities with respect to the Solicitation or (iv) otherwise participating in the design, construction or development of the Solicitation. Once WIFA makes this determination, it shall send the Consultant a written notice regarding the decision and, if participation is approved, whether the approval and participation is limited or subject to the Consultant meeting certain conditions. WIFA shall consider some or all of the following factors when making the determination:

- (A) Whether the Consultant will not, or in the case of the previous performance of Services did not, have access to or obtain knowledge of confidential or sensitive information, procedures, policies and processes that could provide, or could be perceived to provide, an unfair competitive advantage with respect to the procurement, design, construction or development of the Solicitation;
- (B) Whether the data and information provided to the Consultant in the performance of the Services is either substantially irrelevant to the procurement for the Solicitation or is generally available on substantially an equal and timely basis to all Proposers;
- (C) The type of Services at issue;
- (D) The particular circumstances at issue, including the Consultant's ability to effectively implement the safeguards described in Section 3.10 of this Policy, including an ethical wall, or to otherwise mitigate the Organizational Conflict of Interest in a manner satisfactory to WIFA;

- (E) The specialized expertise, if any, needed by WIFA and Proposers to implement the Project;
- (F) The period of time between the previous work for WIFA and the potential Organizational Conflict of Interest situation;
- (G) Whether the Consultant's work for WIFA has been completed or is ongoing;
- (H) The potential impact on the procurement and implementation of the Solicitation, including impacts on competition;
- (I) Whether WIFA believes that the Consultant's participation is in the best interests of WIFA; and
- (J) Any other factors or circumstances deemed relevant by WIFA.

Section 3.8. Procurement and Financial Services. Independent of the process described in Section 3.7 of this Policy, a Consultant actively engaged and performing procurement services or financial services with respect to the Solicitation may not be a Proposer or participate as an equity owner, team member, consultant, or subconsultant of or to a Proposer for the Solicitation, or have a financial interest in any of the foregoing entities with respect to the Solicitation.

Section 3.9. Multiple Services. If a Consultant is providing more than one category or type of Services to WIFA for the Solicitation (e.g., environmental services as well as procurement services) and there are differences in this Policy's considerations, standards, restrictions, limitations and outcomes applicable to those categories or types of Services, the standards, restrictions, limitations and outcomes applicable to a category that are more stringent will be applied (e.g., if a Consultant were only providing preliminary engineering services that have been completed, they may be approved to participate on a Proposer team, whereas, if they were also providing ongoing procurement services for the Solicitation, they may not be approved to participate on a Proposer team).

Section 3.10. Restriction of Services and Conditions to Approvals and Exceptions. In order to address actual, potential or perceived Conflicts of Interest, WIFA as part of providing its consent to the participation of a Consultant may, in its discretion:

- (A) Restrict the scope of Services the Consultant may be eligible to perform for WIFA or the Proposer team in order to further the intent and goals of this Policy;
- (B) Condition an approval, determination, or exception as WIFA determines appropriate to further the intent and goals of this Policy, including by requiring the Consultant or Proposer to implement certain safeguards, including, but not limited to:
 - (i) The execution of confidentiality agreements satisfactory to WIFA, which may, among other things, include the segregation and protection of information obtained as a result of the Consultant's prior or ongoing work for WIFA or from former or current WIFA employees; and/or

- (ii) The execution of ethical wall agreements satisfactory to WIFA, which segregate certain personnel from participation in the Solicitation; and/or
- (iii) The execution of agreements satisfactory to WIFA regarding the dissemination of work product and materials created as a result of Consultant's prior or ongoing work for WIFA, including dissemination to WIFA and restrictions on dissemination by the Consultant to any Proposer team, including a team on which they intend to participate.

Section 3.11. Provisions are Nonexclusive. The provisions in this Policy do not address every situation that may arise in the context of WIFA's planning, procurement, design, construction or development of the Solicitation nor require a particular decision or determination by WIFA when faced with facts similar to those described in this Policy. In addition, additional policies, procedures and limits related to conflicts of interest or similar issues may be imposed by WIFA at any time with respect to the Solicitation or any other WIFA projects.

SECTION 9. OFFER FORMS AND REQUIRED CERTIFICATIONS

Form O-1: Offer Submittal Letter

Procurement Officer
Water Infrastructure Finance Authority of Arizona
3300 N. Central Avenue, Suite 1050
Phoenix, AZ 85012

SUBJECT: SOLICITATION #2024-001
LONG-TERM WATER AUGMENTATION FUND SOLICITATION FOR PROCUREMENT

The undersigned (“**Qualified Proposer**”) submits this offer (“**Offer**”) in response to Solicitation #2024-001 dated November 21, 2024 (as amended, the “**Solicitation**”), issued by the Water Infrastructure Finance Authority of Arizona (“**WIFA**”) for a Long-Term Water Importation Project (“**LTWIP**”), as more specifically described in the solicitation and the documents provided with the Solicitation. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Solicitation.

Subject to the terms below, in consideration for WIFA supplying the Qualified Proposer, at our request, with the Solicitation Documents and agreeing to examine and consider this Offer, the undersigned undertake[s] [jointly and severally]:

- a) to keep this Offer open for acceptance for 180 days after the Offer Due Date, without unilaterally varying or amending its terms and without any member of Offeror or partner (if Qualified Proposer is a partnership or a joint venture) withdrawing, or any other change being made in the composition of the proposed Developer on whose behalf this Offer is submitted, without first obtaining WIFA's prior written consent;
- b) if the Qualified Proposer is selected for negotiations, to negotiate in good faith in accordance with the Solicitation; and
- c) if the Qualified Proposer is recommended for LTWIP Base Contract award, to do the following or to cause the proposed Developer to do the following: (i) execute and deliver the LTWIP Base Contract without varying or amending its terms (except for modifications agreed to by WIFA), (ii) provide WIFA all required Certificates of Insurance and meet other requirements as stipulated in the Solicitation, and (iii) perform its obligations as set forth in the Solicitation and the LTWIP Base Contract, including compliance with all commitments contained in this Offer.

The following individual(s) is/are authorized to enter into negotiations with WIFA for, or on behalf of, Qualified Proposer and the proposed Developer in connection with the Solicitation, the Offer, the Services, the WIP and the LTWIP Base Contract:

Printed Name	Title	Phone
Printed Name	Title	Phone
Printed Name	Title	Phone

In addition to the formal certifications provided, the Offeror certifies that it has:

- A. Examined and is fully familiar with all the provisions of the Solicitation and any Solicitation Amendment thereto;
- B. Satisfied itself as to the requirements specified in the form of LTWIP Base Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Offer;
- D. Satisfied itself with respect to other matters pertaining to the Solicitation which in any way affect the performance of the Services and the WIP; and
- E. Submitted the Offer without qualifications, reservations, assumptions, limitations, conditions and exceptions and agrees that all terms and conditions specified in the form of LTWIP Base Contract are acceptable to the Qualified Proposer.

Therefore, the undersigned hereby agrees that WIFA will not be responsible for any errors and/or omissions in the Offer.

The undersigned acknowledges receipt, understanding and full consideration of the following Solicitation Amendment(s) to the Solicitation.

Solicitation Amendment No(s):

The Qualified Proposer further confirms and certifies that:

- A. The only persons, firms, companies, corporations, joint ventures/partnerships, and/or other parties interested in the Offer as principals are those listed as such in the Offer;
- B. The persons, firms, companies, corporations, joint ventures/partnerships, and/or other parties interested in the Offer have registered with WIFA pursuant to the Solicitation qualifications requirements; and
- C. During the period between issuance of the Solicitation and the Offer due date, no Proposer-Related Entity has met or otherwise interacted with Board members, Board staff, or representatives of WIFA with respect to Project-related issues, other than participating in public meetings as a member of the public.

Check one of the following boxes and provide additional information as required:

Qualified Proposer confirms that, during the period between issuance of the Solicitation and the Offer due date, no Proposer-Related Entity has met or otherwise interacted with any federal, state, or municipal elected officials, or any community or citizen organizations with respect to the Solicitation and LTWIP Base Contract-related issues.

OR

Please refer to the attached disclosure for information (including dates, names of participants, and substance of communications) regarding meetings or other interactions with respect to the Solicitation and LTWIP Base Contract- related issues, occurring during the period between issuance of the Solicitation and the Offer due date, between Proposer-Related Entity(ies) and any federal, state, or municipal elected officials, or any community or citizen organizations.

Qualified Proposer certifies that its Offer is submitted without reservations, qualifications, limitations, exceptions, assumptions or conditions. Qualified Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the Solicitation Documents, has reviewed all materials posted or made available by WIFA in connection with the Solicitation, the Solicitation Amendments and responses to questions, and is satisfied that the Solicitation Documents provide sufficient detail regarding the obligations to be performed by the Developer and do not contain internal inconsistencies, errors or omissions; that it has carefully checked all the words, figures and statements in this Offer; that it has conducted a reasonable investigation in preparing this Offer; and that it has notified WIFA in writing of any deficiencies or errors in, or omissions from, any Solicitation Documents or other documents provided by WIFA.

Qualified Proposer represents that all statements made in the Initial Qualifications Submittal previously delivered to WIFA are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Offer. Qualified Proposer agrees that such Initial Qualifications Submittal, except as modified by the enclosed Offer, is incorporated as if fully set forth herein.

Qualified Proposer understands that WIFA is not bound to award an LTWIP Base Contract to the Qualified Proposer offering the lowest price or to any Qualified Proposer.

Qualified Proposer further understands that all costs and expenses incurred by it in preparing this Offer and participating in the Solicitation process will be borne solely by the Qualified Proposer.

Qualified Proposer's Name: _____

Business Address: _____

Phone: _____ Fax: _____

Email Address: _____

Developer's License No. (if any): _____

License Expiration Date: _____

Classification Type: _____

[Insert appropriate signature block for Qualified Proposer. See sample signature blocks on the following pages.]

1. Sample signature block for corporation or limited liability company

[Insert the Qualified Proposer's name]

By: _____

Print Name: _____

Title: _____

[List equity members of corporation or limited liability company]

2. Sample signature block for consortium, partnership or any other form of joint venture:

[Insert the Qualified Proposer's name]

By: [Insert general partner's or member's name]

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

[List limited partners, if any]

3. Sample signature block for attorney in fact (whether acting on behalf of Qualified Proposer or another entity):

[Insert the entity's name]

By: _____

Print Name: _____

Attorney in Fact

[Attach a duly notarized executed irrevocable power of attorney executed by the relevant entity or entities, along with evidence of authorization]

ADDITIONAL INFORMATION TO BE PROVIDED WITH OFFER LETTER:

- A. Provide a table showing the organization of the proposed Developer. The proposed Developer need not be formed at the time of submission of the Offer. This table shall describe the role of each proposed Equity Member and other Key Participant.

- B. Provide the following information regarding the legal structure of the Qualified Proposer/proposed Developer and Equity Members.
 1. If Qualified Proposer/proposed Developer/Equity Member is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for the Qualified Proposer/proposed Developer/Equity Member and each corporation certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to Contract execution as required by the Solicitation.
 2. If Proposer/proposed Developer/Equity Member is a partnership or includes a partnership as a joint venture member, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Qualified Proposer/proposed Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to Contract execution as required by the Solicitation.
 3. If Qualified Proposer/proposed Developer/Equity Member is a consortium, joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all consortium or joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Qualified Proposer/proposed Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to Contract execution as required by the Solicitation.
 4. If Qualified Proposer/proposed Developer/Equity Member is a limited liability company or includes a limited liability company as a joint venture member, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Qualified Proposer/proposed Developer/Equity

- Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture) certified by an appropriate individual.
5. If an Equity Member is an investment fund, acting by and through its fund manager, the incorporation, formation and organizational documents of the fund manager shall satisfy the requirements for organizational documents under this Section C.

For purposes of this Section C, the term "organizational documentation" with respect to an Equity Member shall mean such entity's certificate of formation/articles of incorporation/certificate of partnership/joint venture agreement, or equivalent charter documentation; provided, further, that such entity shall provide its partnership agreement/operating agreement/bylaws/equivalent joint venture or investment fund internal governing organizational documentation prior to LTWIP Base Contract execution as required by the Solicitation.

- A. Attach evidence to this Offer Letter that the person signing has authority to do so. With respect to authorization of execution and delivery of the Offer and validity thereof, if Qualified Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If Qualified Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If Qualified Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If Qualified Proposer is a consortium or other form of joint venture, such evidence shall be in the form of a resolution of each consortium or joint venture member, certified by an appropriate officer of such consortium or joint venture member. If Qualified Proposer is a consortium, joint venture or a partnership, the Offer must be executed by all consortium or joint venture members or all general partners, as applicable.
- B. Attach to this Offer Letter a disclosure of information (including dates, names of participants, and substance of communications) regarding meeting or other interactions with respect to Solicitation and LTWIP Base Contract-related issues, occurring during the period between issuance of the Solicitation and the Offer due date, between Proposer-Related Entity(ies) and any federal, state, or municipal elected officials, or any community or citizen organizations.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

Form O-2: Offer Submittal Checklist

Offer Submittal		
Submittal	Solicitation Cross-Reference	Page Limit (if any)
Offer Letter, including additional information per attachment: A. Organization table B. Information regarding legal structure of the Qualified Proposer, proposed Contractor and Equity Members, including copies of organizational documents. C. Evidence of authorization of Offer signatory.	Form O-1	N/A
Offer Submittal Checklist	Form O-2 (this form)	N/A
Prospective Key Personnel Information Form	Form O-3	N/A
Key Personnel Statement of Availability	Form O-4	Form O-4: N/A Resumes: Up to 2 pages / Key Person
Administrative Submittal		
Submittal	Solicitation Cross-Reference	Page Limit (if any)
Identified Subcontractors	Form O-5	N/A
General Certifications	Form O-6	N/A
Noncollusion Declaration (Qualified Proposer/Equity Members)	Form O-7	N/A
Noncollusion Declaration (Subcontractors on multiple teams)	Form O-8	N/A
Certificate of Compliance with Federal Lobbying Requirements	Form O-9	N/A
Confidential Contents Index	Form O-10	N/A
Qualified Proposer/Equity Member's Project Equity / Finance Related Experience	Form O-11	5 Pages
Financial Officer's Certificate	Form O-12	N/A
Organizational Conflict of Interest Disclosure Statement	Form O-13	N/A
Pricing Structure for Secondary WIP Selection Process Task Orders	Form O-14	Form O-14: N/A Rate Schedule: 1 page

Technical Submittal		
Submittal	Solicitation Cross-Reference	Page Limit (if any)
Project Team	Section 4.3.18.1	Two pages per Team Member
List and descriptions of relevant experience and past performance for engineering design experience on one or more projects of similar size and complexity.	Section 4.3.18.2.1	Three to six projects (up to 2 pages/project)
List and descriptions of relevant experience and past performance demonstrating construction experience on one or more projects of similar size and complexity.	Section 4.3.18.2.2	Three to six projects (up to 2 pages/project)
List and descriptions of relevant experience and past performance demonstrating operation and maintenance experience on one or more projects of similar size and complexity	Section 4.3.18.2.3	Three to six projects (up to 2 pages/project)
List and descriptions of relevant experience and past performance demonstrating project financing experience on one or more projects of similar size and complexity.	Section 4.3.18.2.4	Three to six projects (up to 2 pages/project)
WIP Concept Submittal	Section 4.3.19	50 pages

<p>Detailed Plan for Completing Secondary WIP Selection Process</p>	<p>Section 4.3.20</p>	<p>Secondary WIP Selection Project Management Plan and Schedule - 10 Pages</p> <p>Technical Evaluations Plan - 20 Pages</p> <p>Society and Community Evaluations - 10 Pages</p> <p>Environmental and Cultural Evaluations Plan - 15 Pages</p> <p>Regulatory Evaluations - 10 Pages</p> <p>Cost, Economics, and Financing Evaluations - 10 Pages</p>
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Form O-3: Prospective Key Personnel Information Form

Instructions:

- Complete a separate form for each prospective Key Personnel

Name of Proposer: _____

Name and role of Key Participant: _____

Year Established: _____

Firm's CEO/Equivalent Position: _____

Federal Tax Id No.: _____

North American Industry Classification Code: _____

Name and title of authorized representative (if applicable): _____

Type of Business Organization (check one):

Corporation (If yes, then indicate the State/Country/Province and Year of Incorporation):

Partnership (If yes, then complete Section A below)

Joint Venture (If yes, then complete Section A below)

Limited Liability Company (If yes, then complete Section A below)

Other (If yes, describe and complete Section A below)

Section A. If the submitting firm is a form of organization other than a corporation, indicate the State/Country/Province where organized in the space below and provide the name and role of each member entity in the list below:

Where submitting firm is organized: _____

Name of Firm: _____ Role: _____

Name of Firm: _____ Role: _____

Name of Firm: _____ Role: _____

Name of Firm: _____ Role: _____

Name of Firm: _____ Role: _____

Form O-4: Key Personnel Statement of Availability

Qualified Proposer's Name: _____
("Qualified Proposer")

Provide a complete list of the individuals filling the following positions:

Position	Name
Project Manager	
Design Manager	
Construction Manager	
Operations Manager	
Financial Manager	
Quality Manager	

Qualified Proposer shall attach to this form a resume (2 pages maximum) for each individual proposed to fill each such position.

Understanding WIFA's concern that the personnel resources specifically represented and listed in this Offer actually be assigned to the Services and WIP and not also be committed to other projects, Qualified Proposer commits that, if awarded the LTWIP Base Contract, to the extent within Qualified Proposer's control, the named individuals above will be available on a full-time basis for the periods necessary to fulfill their responsibilities.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Form O-6: General Certifications

The Proposer shall respond either "Yes" or "No" to each of the following where indicated. If the Proposer's response is "No", a full explanation shall be provided in the space following the last item.

1.1 CERTIFICATE OF NONDISCRIMINATION

Yes No

The Proposer hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer and its Subcontractors shall comply with the provisions of the Arizona Revised Statutes and the applicable regulations promulgated thereunder. The Proposer agrees specifically to adhere to the following:

- (d) Establish and observe employment policies that actively promote opportunities for minority persons and women at all job levels.
- (e) Communicate this policy to all company employees, outside recruiting services, especially those serving minority communities and women, and minority communities and women at large.
- (f) State in all solicitations or advertisements for employees that the Proposer will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition).

2.0 AFFIRMATIVE ACTION

Yes No

The Proposer certifies that it and those Subcontractors with subcontracts in excess of ten thousand dollars (\$10,000) are maintaining Affirmative Action Programs consistent with those required under Federal Executive Order 11246.

¹ Any indication of fraud, waste, abuse, or mismanagement of these funds should be immediately reported to the WIFA Compliance Office.

3.0 **WHISTLEBLOWER REQUIREMENTS**

Yes No

The Proposer certifies that it will take no action, or adopt any rule, regulation or policy which is contrary to the provisions set forth in Arizona Revised Statutes. A full explanation of all "No" answers shall be provided below. Proposer hereby declares under the penalty of perjury under the laws of the State of Arizona that the certifications made above in No. 1-4 are true and correct.

Executed on _____ 20 _____ , _____ _____
(Date) (City) (Title)

Typewritten or Printed Name Signature of Authorized Official Title

Form O-7: Noncollusion Declaration (Qualified Proposer and Equity Members)

[To be signed by authorized representatives of the Qualified Proposer and each Equity Member. The form may be signed in counterparts.]

Qualified Proposer Name: _____

The undersigned declare:

- A. _____ is the _____ of _____ and _____ is the _____ of _____, which entity(ies) are the _____ of _____,
- B. The Offer is not made in the interest of, or on behalf of, any undisclosed person, partnership company, association, organization, or corporation. The Offer is genuine and not collusive or sham. The Qualified Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham Offer, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham Offer or to shall refrain from proposing. The Qualified Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Offer prices of the Qualified Proposer or any other proposer, or to fix any overhead, profit or cost element included in the Offer, or of that of any other proposer. All statements contained in the Offer are true. The Qualified Proposer has not, directly or indirectly, submitted its Offer prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, joint venture, limited liability company, organization, bid depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Offer, and has not paid, and will not pay, any person for such purpose.
- C. The Qualified Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Offer to any other proposer, or seek to obtain information or data regarding the price or other terms of any other Offer, until after award of the LTWIP Base Contract or rejection of all offers and cancellation of the Solicitation.
- D. Any person executing this declaration on behalf of a firm that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of such firm.

I declare under penalty of perjury under the laws of the State of Arizona hat the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [City], _____ [State]."

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Form O-8: Noncollusion Declaration (Subcontractors)

[If the Offer includes any Subcontractor that is on multiple teams submitting Offers in response to this Solicitation, the Offer must include this form signed by an authorized representative of such Subcontractor.]

Qualified Proposer Name: _____

Subcontractor Name _____

The undersigned declares:

- A. _____ is the _____ of Subcontractor, which is proposed as a Subcontractor to the Qualified Proposer that is making the foregoing Offer.

- B. To the best knowledge of the undersigned:
The Offer is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Offer is genuine and not collusive or sham. The Qualified Proposer has not directly or indirectly induced or solicited any other Qualified Proposer to put in a false or sham Offer, and has not directly or indirectly colluded, conspired, connived or agreed with any Qualified Proposer or anyone else to put in a sham Offer or to shall refrain from proposing. The Qualified Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Offer prices of the Qualified Proposer or any other Qualified Proposer, or to fix any overhead, profit or cost element included in the Offer, or of that of any other Qualified Proposer. All statements contained in the Offer are true. The Qualified Proposer has not, directly or indirectly, submitted its Offer prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, joint venture, limited liability company, organization, bid depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Offer, and has not paid, and will not pay, any person for such purpose.

- C. The Subcontractor will not, directly or indirectly, divulge information or data regarding the price or other terms of Qualified Proposer's Offer to any other Qualified Proposer or any other Qualified Proposer's subcontractors, or divulge information or data regarding the price or other terms of any other Offer, until after award of the Contract or rejection of all Offers and cancellation of the Solicitation.

- D. Any person executing this declaration on behalf of a firm that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Qualified Proposer.

I declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [City], [State]."

(Name Printed)

(Title)

Form O-9: Certification of Compliance with Federal Lobbying Requirements

To be submitted with each Bid/Offer or offer of Bidder/Qualified Proposer exceeding \$100,000

The _____ (Qualified Proposer) certifies to the best of its knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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, an employee of a member of Congress; or any Board member or employee of WIFA in connection with the awarding of any federal contract; any federally funded contract; or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, federally funded contract grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts, or influencing or attempting to influence; an officer or employee of any agency; a member of Congress; an officer or employee of Congress; an employee of a member or Congress or a Board member or employee of WIFA in connection with this federally funded contract, grant, loan, or cooperative agreement, the undersigned shall register and comply with all federal disclosure requirements
3. The undersigned shall require that the language of this certification be included in the solicitation and award documents for all subawards at all tiers including but not limited to subcontracts, subgrants and contracts under grants, loans and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC§ 1352 (as amended by the Lobbying Disclosure Act of 1995). Any offerer who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed on _____ 20 _____, at City, _____, _____
(Date) (City) (State)

Typewritten or Printed Name

Signature of Authorized Official

Title

RESTRICTIONS ON LOBBYING

(a) Definitions, as used in this clause:

Agency as defined in Title 5 USC § 552(f), includes federal executive departments and agencies as well as independent regulatory commissions and government corporations, as defined in Title 31 USC § 9101(1).

WIFA means the Water Infrastructure Finance Authority of Arizona. Covered Federal action means any of the following federal actions:

1. The awarding of any federal contract;
2. The making of any federal grant;
3. The making of any federal loan;
4. The entering into of any cooperative agreement, and
5. The extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

Covered federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act Title 25 USC § 450(b). Alaskan Natives are included under the definitions of Indian tribes in that Act.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered federal action.

Local Government means a unit of government in a state and, if chartered, established, or otherwise recognized by a state for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

1. An individual who is appointed to a position in the government under Title 5, USC, including a position under a temporary appointment;
2. A member of the uniformed services as defined in Title 37 USC § 101 (3);
3. A special government employee as defined in, Title 18 USC § 202; and,
4. An individual who is a member of a federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5 USC Appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, state, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the federal government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the federal government.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 days.

State means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a state, and a multi-state, regional, or interstate entity having governmental duties and powers.

(b) Prohibition

(1) Developer warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Developer's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to WIFA to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. The Developer shall implement and maintain adequate controls to assure compliance with the above. The Developer shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts .

- i. Exception. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

- (2) Title 31 USC§ 1352 provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay 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 in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (3) The prohibition does not apply as follows:
- (i) Agency and legislative liaison by Own Employees.
 - (A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal contract if the payment is for agency and legislative liaison activities not directly related to a covered federal action.
 - (B) For purposes of paragraph (b) (2) (i) (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
 - (C) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable at anytime only where they are not related to a specific solicitation for any covered federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the persons products or services, conditions or terms of sale, and service capabilities, and
 - (2) Technical discussions and other activities regarding the application or adaptation of the persons products or services for an agency's use.
 - (D) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable only when they are prior to formal solicitation of any covered federal action:
 - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited Offer prior to official submission, and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
 - (E) Only those activities expressly authorized by paragraph (b) (2) (i) of

- this section are allowable under paragraph (b) (2) (i).
- (ii) Professional and technical services by Own Employees.
 - (A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal contract or an extension, continuation, renewal, amendment, or modification of a federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, Offer or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.
 - (B) For purposes of paragraph (b) (2) (ii) (A) of this section professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or Offer by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her clients Offer, but generally advocate one Offer over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or Offer are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered federal action.
 - (C) Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
 - (D) Only those services expressly authorized by paragraph (b)(2)(ii) of this section are allowable under paragraph (b)(2)(ii).
 - (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (iv) Professional and technical services by Other than Own Employees.
 - (A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, Offer, or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.
 - (B) For purposes of paragraph (b) (2) (iv) (A) of this section professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or Offer by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's Offer, but generally advocate one Offer over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or Offer are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered federal action.
 - (C) Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
 - (D) Persons other than officers or employees of a person requesting or

receiving a covered federal action include consultants and trade associations.

- (E) Only those services expressly authorized by paragraph (b) (2) (iv) of this section are allowable under paragraph (b) (2) (iv).

(c) Disclosure.

- (1) Each person who requests or receives from WIFA a contract with federal assistance shall file with WIFA a certification, set forth in Bid/Submittal Form (Form 10, Exhibit 1) entitled FEDERAL LOBBYING CERTIFICATION, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from WIFA a contract with federal assistance shall file with WIFA a disclosure form, Standard Form-LLL, Disclosure of Lobbying Activities (Form 10, Exhibit 2), if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c) (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or,
 - (iii) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (c) (1) of this section a subcontract with a contract value exceeding \$100,000 at any tier under a contract with federal assistance shall file a certification, and a disclosure form, if required, to the next tier above. All disclosure forms shall be forwarded from tier to tier until received by the Prime Contractor who will forward it to WIFA.

EXHIBIT 1

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of (Name and title of contracting or sub-contracting official) _____ that:

(Name of contractor or subcontractor)

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally 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 in connection with this federal contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying (Form 10, Exhibit 2), in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC§ 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20 _____

By: _____
(Signature of Authorized Official)

(Typewritten or Printed Name)

(Title of Authorized Official)

EXHIBIT 2

DISCLOSURE OF LOBBYING ACTIVITIES INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation of receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31 USC § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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, in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime if the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks Subawardee, then enter the full name, address, city, state and zip code of the prime federal recipient. Include the Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program, name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g. Solicitation number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Offer control number assigned by the federal agency). Include prefixes, e.g., Solicitation -DE-90-001.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-46-00046). Washington, D.C. 20503.

FORM SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to Title 31 USC§ 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Type of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	<p>3. Status of Federal Action:</p> <input type="checkbox"/> a. initial change <input type="checkbox"/> b. material change <input type="checkbox"/> c. post award For Material Change Only year _ quarter date of late report
<p>4. Name and Address of Reporting Entity</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District _____, if known:		<p>5. If Reporting Entity in No. 4 is subawardee. Enter name and Address of Prime:</p> Congressional District _____, if known:
<p>6. Federal Department/Agency:</p> <p style="text-align: center;">Department of Transportation Federal Transit Administration</p>	<p>7. Federal Program Name/Description:</p> CFDA Number, if applicable:	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: center;">attach continuation sheet(s) SF-LLL-A if necessary</p>	<p>b. Individuals Performing Services (including address if different from No. 10.a) (last name, first name, MI):</p> <p style="text-align: center;">attach continuation sheet(s) SF-LLL-A if necessary</p>	
<p>Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>		
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify _____	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employer(s), or member(s) contacted, for Payment indicated in Item 11:</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by Title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the lier above when this transaction was made or entered into. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.</p>		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

STANDARD FORM LLL-A DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction Standard Form LLL-A

Form O-11: Qualified Proposer/Equity Member's Project Equity / Finance Related Experience

Instructions for Form O-11:

- Complete one Form O-11 identifying up to 10 projects involving investment and/or significant role in project financing by one or more of the proposed Equity Members that the Qualified Proposer deems to be relevant to the Project and reflective of the experience of its Equity Member(s) relevant to investment in and successfully financing the Project. Any project included on Form O-11 must have a transaction size of at least **\$500M USD**. Refer to Solicitation Section 4.3.18.2.4 for additional information regarding requirements for Form O-12. Project experience from Affiliates of an Equity Member may be included in Form O-11, if the Affiliate is a subsidiary of the Equity Member or if a Financially Responsible Entity is a direct or indirect common parent entity of both the Equity Member and Affiliate.
- Of the projects listed below, provide one-page narrative descriptions for a minimum of three and a maximum of five projects listed on the form that the Qualified Proposer deems to be the most relevant to the Project, including, at a minimum, the following details: (a) the project's financial plan and the Equity Member's role in developing and negotiating the financial plan, (b) the name and participation percentages of each original equity investors and a descriptive evolution of the Equity Member's (or Affiliate's) percentage equity interest from financial close to date, (c) elements of those projects that are similar to the Project, and (d) the Equity Member's role in supporting project development and commercial management. (PAGE LIMIT – 5 pages).
- For each project for which a one-page narrative description has been provided, the Qualified Proposer must provide references and contact information of the project owners. If a reference cannot be reached or does not respond to WIFA's request for information, WIFA reserves the right to not consider the project during its evaluation.
- All amounts reflected in the table below must be in US Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of November 1, 2024 and the benchmark on which the exchange rate is based.

NAME OF EQUITY MEMBER	PROJECT NAME, LOCATION, DESCRIPTION	PROJECT MILESTONES AND CURRENT STATUS	PROJECT TERM; STRUCTURE; PAYMENT MECHANISM ¹	D&C VALUE (NOMINAL VALUE)	TOTAL PROJECT FINANCING AMOUNT ²	DEBT AMOUNT AND TYPE ³	TOTAL EQUITY INVESTMENT AND ENTITY'S % / DESCRIPTION OF FINANCE- RELATED ROLE ⁴
<i>Sample entry: Infra Fund II</i>	<i>Water Supply Project, [State], USA – construction of water supply project consisting of water supply/intake, pre-treatment, and conveyance</i>	<i>Financial Close: [Date] Construction Completion Date/Status: 80% complete Operations Commencement: [Date] (expected) – 4 months earlier than baseline date</i>	<i>Construction plus 30 years; DBFOM; Availability Payment</i>	<i>\$1.2 billion</i>	<i>\$950 million</i>	<i>\$855 million (private placement)</i>	<i>\$95 million total Infra Fund II had a leading role on the financing (e.g. led one of the consortium coordinating committees (financial, commercial, technical, etc.). Infra Fund II contributed 60% of the total equity investment</i>

¹ **PROJECT TERM; STRUCTURE; PAYMENT MECHANISM** - Provide the project term, project delivery structure (e.g., DBFOM, DBF, DBF+OM), and the payment mechanism used to compensate the developer (e.g., availability payments, revenue collections/sharing, or a combination of these).

² **TOTAL PROJECT FINANCING AMOUNT** - Provide the total amount of private financing used for the project, i.e., debt and equity (TIFIA loans, bonds, bank loans, subordinated shareholder loans, and any other debt instrument or facility), provided by the project's developer and equity members. Do not include any public debt, grants or other amounts provided by the project owner.

³ **DEBT AMOUNT AND TYPE** - Provide the amount of each type of debt used and indicate the type of facility or instrument.

⁴ **TOTAL EQUITY INVESTMENT AND EQUITY MEMBER'S %** - Provide the total amount of equity contributions made for the entire project and the Equity Member's contribution percentage. The equity investment may have been made in the form of either (i) shareholders' equity capital or (ii) shareholder subordinated debt. Please indicate separately the percentage of ownership interest in the project or developer, as applicable, if different than the Equity Member's contribution percentage. Also specify the role of the Equity Member in the project financing (e.g. active/leading role or passive investor, etc.).

Form O-12: Financial Officer's Certificate

[Complete a separate Form O-12 for the following entities (each a "submitter"):

- each Equity Member (or its Financially Responsible Entity) and
- the Lead Construction Contractor¹ (or its Financially Responsible Entity).^{2]}

I, [Name], the [Title] of [Name of Equity Member or Lead Construction Contractor] (the "Company") [and the [Title] of [Name of Financially Responsible Entity] (the "Financially Responsible Entity")], do hereby certify as of [Date]³ That:

- (a) This certificate is being executed and delivered in connection with the Offer submitted by [Qualified Proposer's Name] in response to the Solicitation dated November 20, 2024 issued by WIFA during for a Long-Term Water Importation Project. Capitalized terms used but not defined herein shall have the meanings set forth for such terms in the Instructions to Qualified Proposers in the Solicitation .
- (b) As to the matters herein set forth below, I either have personal knowledge or have obtained information from officers or employees of WIFA in whom I have confidence and whose duties require them to have personal knowledge thereof. I make the certifications herein to WIFA pursuant to the requirements of the Solicitation with the intent and understanding that they will be relied upon by WIFA as a basis for the evaluation of the Offer contemplated by the Solicitation .
- (c) **[Financially Responsible Entity Support]:** It is the intention of the Financially Responsible Entity to support the Company with the financial support needed by the Company to successfully satisfy its obligations under the Contract/Implementation Agreement if the Contract is awarded to the Qualified Proposer.⁴
- (d) **Audited Financial Statements:** The audited financial statements for the [Company][Financially Responsible Entity] for the fiscal years ending [], [], and [] as included in the Offer are complete and correct copies thereof. Where the [Company] [Financially Responsible Entity] has provided unaudited financial results, such financial results present fairly, in all material respects, the financial position and results of operations and cash flows of the [Company] [Financially Responsible Entity and it consolidated subsidiaries] as of such dates and for such periods. The [Company][Financially Responsible Entity] has no material contingent liabilities or unusual forward or long-term commitments not disclosed therein.⁵
- (e) **Off-Balance Sheet Liabilities:** The [Company] [Financially Responsible Entity] does not have any material off-balance sheet liabilities [other than as described in the financial statements referred to above] [other than the following: []]

¹ If the lead Construction Contractor is a joint venture or otherwise is comprised of more than one entity, this form must be provided for each such entity and references to "Lead Construction Contractor" modified accordingly.

² If this form identifies a Financially Responsible Entity, it is not necessary to also provide a separate form for the related Equity Member or Lead Construction Contractor. If an Equity Member or Lead Construction Contractor has no Financially Responsible Entity, all references to “Financially Responsible Entity” should be deleted from this certificate for that submitter.

³ Date must not be earlier than seven calendar days prior to the Offer Due Date.

⁴ Delete if there is no Financially Responsible Entity and not applicable.

(f) **Bankruptcy/insolvency proceedings:** [There has been no Insolvency Event relating to the Company [or Financially Responsible Entity] or any person or entity which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with the Company [or Financially Responsible Entity] which has occurred within the most recent three fiscal years (whether or not such proceeding was ultimately dismissed).] [Attached hereto as Annex A is a detailed description of an Insolvency Event relating to the Company [or Financially Responsible Entity].]⁶ For the purposes of this certification, "Insolvency Event" means any voluntary or involuntary bankruptcy, insolvency, liquidation, restructuring, suspension of payments scheme of arrangement, appointment of provisional liquidator, receiver or administrative receiver, resolution or petition for winding-up or similar proceeding, under any applicable law, in any jurisdiction.

(g) **Material Changes in Financial Condition:** [No material change in the financial condition of the Company [or Financially Responsible Entity] has occurred or is projected to occur, as applicable (i) within the most recently completed three fiscal years that is not reflected in the its audited financial statements; (ii) since the date of its audited financial statements for its most recently completed fiscal year]. [Attached hereto as Annex B is a detailed description of material changes in the financial condition of the [Company] [Financially Responsible Entity].]⁷

IN WITNESS WHEREOF, the undersigned [Chief Financial Officer, Treasurer or equivalent officer] of the entity to which this form relates has duly executed this certificate as of the date first written above.

Name (Signature)

Name (Printed)

Title

Entity

⁶ Complete the appropriate certification. Delete the sentence that is not applicable. Do not provide an Annex A if there is no Insolvency Event to disclose.

⁷ Complete the appropriate certification. Delete the sentence that is not applicable. Do not provide an Annex B if there is no material change in financial condition to disclose. Further instructions regarding material change are provided in Annex B.

⁸ If the submitter does not have this type of corporate officer internally and will rely on the financial officer of an affiliated or unaffiliated entity, such as an investment advisor or financial manager, both the financial officer delivering this certificate and a duly authorized signatory of the submitter must sign this certificate.

ANNEX A TO FINANCIAL OFFICER'S CERTIFICATE
INSOLVENCY EVENT

[Qualified Proposer to provide if needed]

ANNEX B TO FINANCIAL OFFICER'S CERTIFICATE
MATERIAL CHANGE IN FINANCIAL CONDITION

If applicable, this Annex B must include the following details regarding material changes in ['s] financial condition:

- (i) A description of each material change, actual and projected, and any related changes or disruptions in executive management;
- (ii) Actual and projected impacts on the affected entity's organizational and financial capacity and its ability to remain engaged in this solicitation and submit a responsive Offer; and
- (iii) A detailed description of any other projected impacts, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead, including the likelihood that the circumstances of the change or impacts thereof will continue during the Project term.

Estimates of the impact on revenues, expenses and the change in equity must be provided separately for each material change. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. Where a material change will have a negative financial impact, the affected entity must describe measures that would be undertaken to insulate the Project from any recent material changes and those currently in progress or reasonably anticipated in the future. If its financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity must describe measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a list of examples of what WIFA considers to be a material change in financial condition. At the discretion of WIFA , any failure to disclose a prior or pending material change may result in disqualification from the solicitation process:

- (i) A change in the tangible net worth of 10% or more of net assets;
- (ii) A sale, merger or acquisition exceeding 10% of the value of net assets prior to the sale, merger or acquisition which in any way involves the affected entity or its parent company or a Financially Responsible Entity;
- (iii) A change in credit rating for the affected entity or its parent company or Financially Responsible Entity;
- (iv) Inability to meet material conditions of loan or debt covenants by the affected entity or its parent company or a Financially Responsible Entity that has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations or additional credit support from shareholders or other third parties;

- (v) In the current and three most recent completed fiscal years, the affected entity or its parent company or its Financially Responsible Entity either: (i) incurred a net operating loss; or (ii) sustained charges exceeding 5% of the then net assets due to claims, changes in accounting, write-offs or business restructuring; or (iii) implemented a restructuring/reduction in labor force exceeding 5% of employees or involved the disposition of assets exceeding 10% of the then-net assets); and
- (vi) Other events known to the affected entity which represent a material change in financial condition over the past three years, or which may be pending for the next reporting period.

Form O-13: Organizational Conflict of Interest Disclosure Statement

[TO BE COMPLETED BY PROPOSER ON ITS BEHALF AND ON BEHALF OF ALL ENTITIES ON THE PROPOSER TEAM]

For purposes of this Form O-13

Organizational conflict of interest means a circumstance arising out of a Consultant's existing or past activities, including past activities as a Consultant to or employee of WIFA, business interests, familial relationships, contractual relationships, and/or organizational structure (i.e., Affiliates, etc.) wherein (i) the Consultant is or may be unable to render impartial assistance or advice to WIFA, (ii) the Consultant's objectivity in performing the scope of work sought by WIFA is or might be otherwise impaired, (iii) the Consultant has, or is perceived to have, an unfair competitive advantage; (iv) the Consultant's performance of Services on behalf of WIFA does or may provide an unfair competitive advantage to a third party; or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Consultant or a third party as a result of the Consultant's participation on the Solicitation.

Proposers are advised that in accordance with the Water Infrastructure Finance Authority of on any Proposer's team for the Project because of thei

4. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Equity Members, identified Subcontractors and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this Solicitation. If no disclosure is necessary, indicate "None".

By way of example only, and in no way limiting the Proposer's disclosure obligations, Proposer should disclose (a) any current contractual relationships with WIFA, (b) any past, present, or planned contractual or employment relationships with any WIFA member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any WIFA member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the Solicitation preparers. Proposer should also disclose contractual relationships with a Solicitation preparer in the nature of a joint venture, as well as relationships wherein the Solicitation preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team.

5. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described in this Organizational Conflict of Interest Disclosure Statement.

6. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflict of Interest Disclosure Statement, other than as disclosed above.

Proposer's Name: _____

Signature: _____

Title: _____

Name: _____

Company Name: _____

Dated as of: _____ 2025

Form O-14: Pricing Structure for Secondary WIP Selection Process Task Orders

The Qualified Proposer shall submit a cost approach for preparing the Secondary WIP Selection Process Task Orders. This approach shall consist of the following:

- A. Maximum Direct Cost markup for Overhead (Direct Cost + XX%), where Direct Cost is defined as the unburdened labor cost associated with professional, para-professional, non-professional services and expenses required to complete the Task Order. Markup shall include any overhead that Qualified Proposer is proposing.
 - B. Maximum Fee (Profit) applied to burdened labor, expenses and other costs incurred during performance of a Task Order.
- A. Maximum Rate Schedule for staff classifications that are anticipated to be utilized during the Secondary WIP Selection Task Orders. Rate schedule shall include staff classification/title and rate used to develop cost or invoiced for services (Direct Cost + Cost Markup).

Name of Offeror/Developer	Services to be Furnished		
Home office address			
	Maximum Direct Rate	Maximum Overhead Rate	Billing Rate
Developer			
Consultants/Subcontractors			
	Fee (Rate %)		

Form O-15: Comment and Responses Template

Instructions: Submit form in accordance with Section 2.7.2 and due dates as specified in Section 1.7. Duplicate form as needed.

Proposer's Name: _____

Proposer's Contact Information: _____

No.	Date	Relevant Solicitation Section / Page	Comment / Question	Response	Actions Taken (if any)

SECTION 10. FORM OF CONTRACT – LTWIP BASE CONTRACT