

# CITY OF FLAGSTAFF

## REQUEST FOR PROPOSALS

**PRODUCT AND OR SERVICES:** WILDCAT HILL & RIO DE FLAG WASTEWATER  
TREATMENT PLANT AERATION BLOWERS

**PROPOSAL NUMBER:** 2014-18

**PROPOSALS DUE NO LATER THAN:** November 6, 2013 @ 3:00 PM

**RFP OPENING LOCATION:** City of Flagstaff  
Management Services-Purchasing Division  
211 West Aspen Ave.  
Flagstaff, AZ 86001  
(928) 213-2277/Fax (928) 213-2209

In accordance with the Charter for the City of Flagstaff in Flagstaff, Arizona ("City") and by Arizona State Statute, competitive sealed offers for the products or services specified will be received by the City at the above` specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each Proposer will be publicly read.

Offers shall be in the actual possession of the City, at the location indicated, on or prior to the exact time and date indicated above. Late offers shall not be considered.

Offers must be submitted in a sealed envelope with the REQUEST FOR PROPOSAL name and number and the Proposer's name and address and the RFP closing date and time clearly indicated on the envelope. All offers must be completed in ink or typewritten. Additional instructions for preparing a proposal response are provided herein.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

**Buyer:** Patrick Brown, C.P.M.  
**Phone Number:** (928) 213-2277  
**Fax Number:** (928) 213-2209  
**E-mail Address:** [pbrown@flagstaffaz.gov](mailto:pbrown@flagstaffaz.gov)  
**Date:** October 23, 2013

# ACKNOWLEDGMENT OF RECEIPT

RFP ISSUE DATE: October 23, 2013

PRODUCT AND/OR SERVICES: WILDCAT HILL & RIO DE FLAG  
WASTEWATER TREATMENT PLANT AERATION  
BLOWERS

PROPOSAL NO.: 2014-18

QUESTIONS MUST BE RECEIVED BY: 3:00 pm, November 1, 2013

OFFER DEADLINE: November 6, 2013 @ 3:00 pm MST

Please provide the requested information below as acknowledgment that you have received our Request for Proposal ("RFP") noted above. It is **recommended** that interested proposers complete and return this acknowledgment via Fax to the City of Flagstaff Purchasing Office at (928) 213-2209 or by mail. **Only those companies or individuals returning completed acknowledgments will receive notification of any addenda or responses to questions regarding this RFP.** Proposals from companies or individuals **not** acknowledging the addenda may be considered incomplete, non-responsive and potentially subject to disqualification.

Name of Company  
or Individual: \_\_\_\_\_

Name / Title of Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# NO RESPONSE FORM

**Product and/or services** Wildcat Hill & Rio De Flag Wastewater Treatment Plant  
Aeration Blowers

Proposal Number: 2014-18

**Proposers not responding to this solicitation are asked to complete this form. Please return this form to the address listed above or fax to (928) 213-2209.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

*Reason for NO OFFER:*

- Do not handle product/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

\_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_

This *NO OFFER* response is authorized by: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

- Please check one:
- Retain our company on the mailing list for future solicitations.
  - Please remove our company from the mailing list.
  - Please remove our company from this commodity or service only.

## INSTRUCTIONS

**PREPARATION:** Proposals shall be submitted in a sealed envelope addressed to the City of Flagstaff, Attn: Patrick Brown, C.P.M., Purchasing Office, 211 West Aspen Avenue, Flagstaff, AZ 86001 marked "Sealed Proposals" and identified by the material or service description, RFP number, and RFP opening date and time. When submitting a no proposal, indicate on the outside of the envelope "No Proposal". The entire RFP package including all instructions is to be returned and properly fastened together. Retain a copy of your proposal for your records. Proposals shall be opened publicly at the time and place designated on the cover of this document. Proposals will not be subject to public inspection until after contract award.

All proposals must be made on the City proposal forms and duly signed by an authorized representative of the vendor.

Proposals faxed to the City of Flagstaff cannot be accepted.

Proposals received after the stipulated RFP opening date and time will not be considered.

Erasures, interlineations or other modifications in the proposal shall be in ink and made by the authorized person signing the proposal.

The Offer document must be submitted with an original ink signature by the person authorized to sign the Offer.

The Offer must be typed or in ink. Erasures, interlineations or other modifications in this RFP document shall be initialed in ink by the authorized person signing the Offer. No Offer shall be altered, amended or withdrawn after the specified RFP due time and date.

Periods of time, stated as a number of days, shall be calendar days, unless otherwise specified.

**Submittal:** All Offers must be clearly marked: Wildcat Hill & Rio De Flag Wastewater Treatment Plant Aeration Blowers RFP #2014-18, your name or company name and the closing date and time of this RFP on the outside of the sealed envelope. Proposals shall be provided in three ring binders **one original and six (6)** copies of their proposal shall be included.

The quality of the proposal(s) submitted by the Proposer is viewed as a basic indication of the Proposer's general capability and technical competence. Quality is interpreted as (1) completeness, (2) thoroughness, (3) accuracy, (4) compliance with proposal instructions, and (5) the organization and conciseness of descriptive text material. Proposals that do not comply with instructions may be eliminated from further consideration.

The City is not responsible for any vendor's errors or omissions. It is the responsibility of all vendors to examine the entire set of proposal documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. Retain a complete set of proposal documents for your records.

All prices quoted will reflect the total cost to the City for the product, FOB Flagstaff and include all applicable taxes, and delivery charges. The City is exempt from Federal Excise Tax; however Arizona, Coconino County and local sales taxes do apply.

Prices shall be submitted on a per unit basis by line item when applicable. In the event of a disparity between the unit and extended price, the unit price shall prevail.

**SALES TAX:** The City of Flagstaff will not pay any taxes on invoices received unless an Arizona Transaction Privilege License Number or Arizona Use Tax Number and, if applicable, a City Sales Tax Number is listed below. The City will figure applicable taxes to proposals received from out of state Vendors who do not list an Arizona Use Tax number for tabulation and total cost evaluation.

Arizona Sales Tax Number: \_\_\_\_\_

Arizona Use Tax Number: \_\_\_\_\_

City of: \_\_\_\_\_

Sales Tax Number: \_\_\_\_\_

Refer to the following to determine if the freight or delivery charges are taxable:

Delivery charges are not taxable if separately stated on the invoice from the seller to the buyer and delivery is made to the ultimate consumer by the seller.

Freight charges for delivery from place of production or the manufacturer to the vendor either directly or through a chain of wholesalers or jobbers or other middlemen are deemed "freight-in" and are not considered delivery. Freight In charges are taxable.

**GENERAL INFORMATION:** All proposals shall be for new merchandise unless otherwise specified.

The specifications listed as part of this RFP are intended to reflect the minimum standards required by the City. All exceptions to the City's specifications must be clearly stated in the vendor's proposal. If no exceptions are stated by the vendor, the City will assume the vendor's proposal to equal or exceed the specifications at the vendor's risk of correcting or replacing the equipment at the vendor's own cost.

The vendor shall submit full descriptive information on all products offered for consideration with its proposal.

**INTENT:** These specifications require the doing of all things necessary, or proper for, or incidental to the specifications of this RFP. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the vendor shall perform the same as though they were specifically mentioned, described, and delineated.

**NON-COLLUSION:** Vendors, by submitting a signed Request for Proposals, certify that the accompanying proposal is not the result of, or affected by any unlawful act of collusion with any other person or company in the same line of business or commerce, or any other fraudulent act punishable under Arizona or Federal law.

**USE OF BRAND NAMES:** The use of the name of a manufacturer, brand, make or catalog designation specifying an item does not restrict vendors to that manufacturer, brand, make or catalog designation. This is used simply to indicate the character, quality and/or performance equivalence of the commodity on which proposals are submitted. In submitting a proposal on a commodity other than as specified, vendors shall furnish complete data and identification with respect to the commodity they propose to offer. If a vendor does not indicate that the commodity offered is other than specified, it will be construed to mean that the vendor proposes to offer the exact commodity as described. The City reserves the right to determine what is considered equal to or not.

**ADDITIONAL INFORMATION:** All questions, clarifications and requests for additional information are to be put in writing and faxed, emailed or mailed to the attention of:

Patrick Brown, C.P.M.,  
Senior Procurement Specialist  
Purchasing Division, City of Flagstaff  
211 West Aspen, Flagstaff, AZ 86001

Email: [pbrown@flagstaffaz.gov](mailto:pbrown@flagstaffaz.gov)  
Fax No: (928) 213-2209

The City **shall not** be responsible for vendors adjusting their proposal based on any oral instructions made by any employees or officers of the City regarding the RFP instructions, drawing, specifications, or contract documents. All changes to the Request for Proposals will be in the form of a written addendum, which will be furnished to all vendors who are listed with the City as having received the RFP.

The City shall not respond to any requests for information pertaining to specifications received less than five working days (Monday–Friday) before the RFP opening. Any interpretation or correction of the

Request for Proposals documents will be made only by addendum, duly issued, and posted to the City website. The City is not responsible for any other explanations or interpretations of the Request for Proposals documents.

The Buyer may be required to submit any and all questions in writing at the City's sole discretion. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Proposer shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed RFP and may not be opened until after the official RFP due date and time.

**MATERIAL SAFETY DATA SHEET:** Vendor shall supply Materials Safety Data Sheets (MSDS) in accordance with Federal requirements with its proposal response. If a proposal is submitted without the MSDS, the proposal may be considered non-responsive. A vendor entering the City workplace with materials requiring MSDS will supply the City with a MSDS covering those particular products the vendor may expose City employees or the general public to while working at the site.

**ASBESTOS MATERIALS:** Only asbestos-free materials are allowed in City facilities during any building maintenance, renovation or repair projects. Vendors must execute and submit the appropriate forms certifying the products as "asbestos-free" prior to installation. Forms and site information can be obtained by calling (928) 213-2206.

**EVALUATION:** When determining the low responsive proposal price the City will include the cost of options requested and selected, if any, as a part of the total proposal price. When evaluating proposals, the City may incorporate known cost factors associated with the proposal in determining the lowest responsive proposal. Responsible factors to be considered may include, but are not limited to, the proposer's current and past performance on other contracts, and other matters set forth in City of Flagstaff Code 1-20-001-00004. The award may be made to other than the lowest price.

If the vendor is a resident vendor that has listed a valid City of Flagstaff sales tax number, the local tax will be factored out when evaluating the vendor's proposal.

Prior to the award of a contract, the successful vendor shall have a completed Vendor Application on file with the Purchasing Division.

The City Council reserves the right to reject any and all proposals, or any part thereof; to accept any proposal or any part thereof; to waive any formalities; or cancel/reissue an RFP when it is deemed to be in the City's best interest.

Materials submitted by vendor shall become the property of the City of Flagstaff unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked. Information submitted in response to this request for proposal is considered public record and may be disclosed pursuant to applicable Arizona Revised Statutes.

The City will evaluate the manufacturer proposals based on the responses and the information contained herein. The supplier shall provide the information to be evaluated and ranked based on the associated scoring system. Failure to provide this information may be considered an unresponsive proposal.

**Information Required:**

1. Describe your company's history, corporate structure and ownership, location of your corporate headquarters, and manufacturing facility locations.
2. Provide contact information including the name, phone number and email address of the individual that should be contacted if additional information is required regarding this proposal.
3. Indicate your firm's ability to comply with all of the requirements of the attached equipment specification; or, if necessary, indicate the particular specification section(s) with which your firm

cannot conform. Provide reason(s) for any nonconformance, details of your firm's proposed alternative to the specification, and justification.

4. Proposals shall include the manufacturer's recommended blower equipment to meet the design and technical criteria described in the attached equipment specifications.
5. How many blowers does your firm have operating at municipal wastewater treatment facilities in the United States? Provide a complete list of all U.S. installations with the following information for each installation: facility name, facility location, facility contact name and phone number, number of blowers installed, blower model(s), blower size (HP), and date installed.
6. Provide five (5) references of similar sized blowers operating in the U.S. for at least three (3) years. Provide facility contact name and contact number, facility location, number of blowers installed, blower model(s), blower size (hp) and date installed.
7. How many blowers does your firm have operating at wastewater treatment facilities worldwide? Provide a list of installations with the following information: facility name, facility location, number of blowers installed, blower model(s), blower size (HP), and date installed.
8. Describe your company's ability to provide support services during and after equipment installation. Describe installation, training and startup services to be provided by your firm. How many service technicians are currently employed by your firm in the United States? Identify the office locations of where support services are offered from throughout the U.S. From where would field service assistance originate in support of an installation at the City of Flagstaff? Indicate a guaranteed maximum on-site response time for process operations support and mechanical repair support. Identify all other technical support resources offered by your firm.
9. Provide blower manufacture and delivery time from point of approved shop drawings.
10. Provide preventative maintenance schedule for blower system including daily, weekly, and annual activities. Include costs for replacement parts and associated labor hours or manufacturer technician costs if service must be performed by the Factory.
11. Submit a proposed price for which you will commit to furnish the complete scope of services described in the attached specification, as modified per any exceptions identified herein. The proposed price shall be complete and include all duties, transportation, fees, etc. The price for the selected equipment will be included in the attached proposal form. The price identified herein shall remain valid for two hundred and seventy (270) days following the submittal of the proposal.
12. Describe the intake air handling system required for your proposed equipment. Does each unit require individual or a separate intake header or will a common header shared by multiple units provide the required intake air.

**AWARD:** The contract shall be awarded to the lowest responsible and responsive proposer whose proposal is responsive and conforms to the terms and conditions set forth in the Request for Proposals. The City reserves the right to award in whole or in part by individual location, by individual blower, or as a total proposal for all blowers at all locations, whichever is deemed most advantageous to the City.

**PERFORMANCE BOND:** Successful vendor awarded the contract shall provide a Performance Bond to ensure faithful performance of the contract for the manufacturing, shipping and delivery of the Aeration Blowers. Vendor shall provide the original notarized performance bond to the buyer in the amount of the total contract awarded prior to execution of the contract.

**ACCEPTANCE:** All proposals submitted to the City of Flagstaff are to remain firm for a minimum period of ninety (90) calendar days from the date the proposals are officially opened, unless otherwise specified.

The successful vendor's proposal is not officially accepted until such time as the vendor either receives a purchase order or a written notice of acceptance from the City Purchasing Director.

**DELIVERY:** The time for delivery shall be stated in definite terms and may be a factor in making an award. Delivery shall be made in accordance with the delivery time specified in the proposal.

Risk of loss and/or damage shall be upon vendor until such time as the goods have been physically delivered to and accepted by the City.

**VENDOR REQUIREMENTS:** Provide a current list of customers who have purchased wastewater treatment plant blowers from your company in the last two years. Please provide company name, contact person, email address, mailing address, and phone number.

**ESTIMATED QUANTITY:** The quantity stated on the proposal form is the City's best estimate for the purchase of wastewater treatment plant blowers. The wastewater treatment plant blowers is contingent upon the City Council authorizing an award of a contract. The City reserves the right to purchase more or less than the estimated quantities stated.

**PROPRIETARY INFORMATION:** Any information considered to be proprietary by the vendor shall be placed in a separate envelope and marked "Proprietary Information", subject to the public record disclosure laws. To the extent the Purchasing Director concurs, this information shall not be considered public information subject to the public record disclosure laws. The Purchasing Director shall be the final authority as to the extent of material that shall be considered confidential. Pricing information shall not be considered proprietary.

**PUBLIC RECORD:** Except as otherwise stated herein, all proposals submitted in response to this request shall become the property of the City and will become a matter of public record, available for review after an award has been made.

**COST TO PREPARE:** The City will not reimburse the vendor the costs associated with responding to the request for proposal.

**WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date a Proposer (or designated representative) may withdraw the Proposal. Facsimile, telegraphic or mailgram withdrawals shall not be considered.

## UNIFORM CONTRACT TERMS AND CONDITIONS

**WARRANTY:** Vendor expressly warrants that all goods and services covered by this Request for Proposals shall conform to the specifications, drawings, samples or other description in this Request for Proposals, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that goods and services of vendor's design be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect vendor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Vendor agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation costs, when notified of such nonconformity by the City. In the event of failure by vendor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to vendor, may make such corrections or replace such goods and services and charge vendor for the cost incurred by the City thereby.

Vendor's product, service, and facilities shall be in full compliance with all applicable Federal, State and local laws, statutes, ordinances, regulations, and standards, regardless of whether or not they are expressly referred to by the City.

Unless otherwise specified, the minimum warranty period shall be one (1) year from vendor's installation or delivery of the warranted item. Vendor shall provide the City with a copy of the complete manufacturer's warranty information.

**PATENTS:** Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the City or its employees and agents, for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and vendor further agrees to indemnify, hold harmless and defend the City and its employees and agents against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement.

The City may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by vendor.

**COMPLIANCE:** It is agreed that vendor shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Vendor agrees that if the product or service offered does not comply with the terms and conditions of this Request for Proposals, the Purchasing Director has the right to cancel at any time with full refund within sixty (60) calendar days after notice of non-compliance and vendor further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.

**SUB-CONTRACTING:** This Request for Proposals or any portion thereof shall not be sub-contracted without the prior written approval of the City. No such approval shall be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-vendor. No sub-vendor shall, under any circumstances, relieve vendor of its liability and obligation under this Request for Proposals; and despite any such sub-contracting the City shall deal through vendor. Sub-vendors shall be dealt with as workers and representatives of vendor.

**TERMINATION:** The City reserves the right to terminate this Request for Proposals for non-performance by vendor. Vendor may be given a reasonable opportunity to correct the deficiency prior to termination.

**PROTESTS:** Protests shall be resolved, in accordance with the following: A protest shall be in writing and shall be personally delivered or served upon the City Purchasing Director. A protest of a solicitation shall be received at the City Purchasing Department before the solicitation opening date. A protest of a proposed award or of an award shall be personally delivered or served upon the City Purchasing Director within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- a. The name, address and telephone number of the protester;

- b. The signature of the protester or its representative;
- c. Identification of the solicitation or contract number;
- d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e. The form of relief requested.

**NON-EXCLUSIVE CONTRACT:** This Request for Proposals shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to issue multiple awards and to purchase from other sources when necessary.

**PAYMENT:** The City shall issue checks twice monthly, the 15th and the 30th days. In order for the City to process an invoice in a timely manner, the invoice shall be received by the 8th or 22nd of each month.

**CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, the City may, within three years after its execution, cancel this Request for Proposals without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Request for Proposals on behalf of the City is, or becomes at any time while this Request for Proposals or an extension of this Request for Proposals is in effect, an employee of or a consultant to any other party to this Request for Proposals with respect to the subject matter of this Request for Proposals. The cancellation shall be effective when the vendor receives written notice of the cancellation unless the notice specifies a later time. In addition to the right to cancel this Request for Proposals, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Request for Proposals on behalf of the City from any other party to this Request for Proposals, arising as the result of this Request for Proposals.

**GOVERNING LAW AND VENUE:** This Request for Proposals shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or in equity brought for the purpose of enforcing a right or rights provided for in the Request for Proposals shall be tried in a court of competent jurisdiction in Coconino County, Arizona.

**COOPERATIVE USE OF CONTRACT:** An Agreement resulting from this RFP may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The Request for Proposals may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this IFB who wish to cooperatively use the contract are subject to the approval of Vendor.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies (See list of S.A.V.E. members below). These cooperatives are achieved through Intergovernmental Agreement (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Vendors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Vendor(s) contract, as awarded.

Is your firm willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

\_\_\_\_\_ Yes \_\_\_\_\_ No

**CONTACT WITH CITY EMPLOYEES AND CONTRACTORS:** All persons and/or Vendors that are interested in this purchase (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and sub-contractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This includes but is not limited to the evaluation panel, the City Manager, Deputy City Manager(s), Department Directors or other staff. This policy is intended to create a

level playing field for all potential Vendors, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified in Additional Information, Instructions.

**CONTACT WITH ELECTED OFFICIALS (MAYOR, CITY COUNCIL, ETC.):** Any contact pertaining to this selection process with elected officials must be scheduled, in person, through the Flagstaff City Clerk's Office, 211 W. Aspen Avenue, Flagstaff AZ 86001, and are posted by the City Clerk at least twenty-four (24) hours prior to the scheduled meeting. The Clerk's posting shall include and detail the participants and the subject matter, and shall invite the public to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted. Copies of contacts made by letter, facsimile, e-mail, or other written method shall be made available to the public, press, and all submitting firms.

**CERTIFICATION:** By signature on the Offer page, Proposer certifies that:

- a. The submission of the Offer did not involve collusion or other anti-competitive practices.
- b. Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the Offer. Signing the Offer with a false statement shall void the Offer and any resulting contract and may be subject to penalties provided by law.

**GRATUITIES:** The City may, by written notice to the Proposer, cancel any resulting contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any agent or representative of the Proposer, to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event any resulting contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Proposer the amount of the gratuity.

**OFFER BY PROPOSER:** All responses to this RFP are offers to contract with the City and shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP Package, including the Service Agreement. Offers do not become contracts unless and until they are formally accepted by the City. Formal acceptance may occur when the City Manager accepts an Offer, or when the City Council accepts the Offer or enters into the Service Agreement, as allowed under the Flagstaff City Charter. The City reserves the right to clarify any contractual terms with the concurrence of Proposer; however, any substantial non-conformity in the Offer shall be deemed non-responsive and the Offer rejected. No alteration on any contract resulting from an Offer may be made without the express written approval of the Director of Purchasing in the form of an official contract amendment. Any attempt to alter any such contract without such approval is a violation of the contract. Any such action is subject to legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Proposer.

**EXCEPTION TO THE SOLICITATION:** Proposer shall identify and list all exceptions taken to all sections of this RFP Package and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for Proposer's exception. Proposer shall list these exceptions under the heading "Exception to the PROPOSAL Solicitation." Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Proposal Solicitation" shall be considered invalid and void and of no contractual significance.

The City reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them outright.

**RIGHTS AND REMEDIES – NO WAIVER:** No provision in this document or in the RFP Packet shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract.

**ADVERTISING:** Proposer shall not advertise or publish information concerning the solicitation or the Service Agreement without the prior written consent of the City.

**INSPECTION:** All materials, services or construction are subject to final inspection and acceptance by the City. Materials, services or construction failing to conform to the specifications of the contract shall be held at Proposer's risk and may be returned to Proposer. If so returned, all costs shall be the responsibility of Proposer.

**TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within the contract.

**NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials or services must fully comply with all provisions of the contract. If a tender is made which does not fully conform, this shall constitute a breach, and Proposer shall not have the right to substitute a conforming tender without prior approval from the City.

**DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Proposer shall deliver conforming materials or services in each installment or lot of the contract and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute a breach of the contract as a whole.

**LIENS:** All goods, services and other deliverables supplied to the City under the Service Agreement shall be free of all liens, other than the security interest held by Proposer, until payment in full is made by the City. Upon request of the City, Proposer shall provide a formal release of all liens.

**AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: a) methods of shipment or packing; b) place of delivery; and c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

**DISCUSSIONS AND REVISIONS TO PROPOSAL:** Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Such discussions may facilitate the exchange of pertinent information to enable a more complete understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The purposes of such discussions shall be to:

- A. Determine in greater detail such Proposers' qualifications;
- B. Explore with the Proposers the Scope of Services, the Proposers' proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determine that the Proposers shall make available the necessary personnel and facilities to perform within the required time; and
- D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services and the scope, complexity and nature of such services.

**FINANCIAL STATUS:** All Proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the City shall be sufficient grounds for the City to reject a proposal and/or to declare a Proposer non-responsive or non-responsible.

If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the City with that information as part of its proposal. The City may consider that information during evaluation of the proposal.

By submitting a proposal in response to this solicitation, Proposer agrees that, if, during the term of any contract it has with the City, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Proposer under federal bankruptcy law or any state insolvency law, Proposer shall immediately provide the City with a written notice to that effect, and shall provide the City with any relevant information it requests to determine whether the Proposer will meet its obligations to the City.

**POINT OF CONTACT:** The proposal must indicate the name of one individual who the City is to contact with any questions or clarifications in regards to the proposal.

**ON-SITE INVESTIGATION:** Proposers are strongly encouraged to view the City's facility that may be referenced in the Scope of Work prior to submitting their proposal. The Proposer shall be responsible for examining the facility site and comparing it with the descriptions and specifications, for carefully examining all of the RFP Package, including the sample contract and for satisfying themselves as to the conditions under which the work is to be performed before submitting a proposal and entering into the contract.

No allowance shall subsequently be made on behalf of Proposer on account of an error on its part or its negligence or failure to become acquainted with the conditions of the site, or surrounding areas.

## SPECIAL TERMS AND CONDITIONS

**INTENT:** These specifications cover the furnishing of the latest production model that has been in production, proven and in field service for a minimum time period of two (2) years. All components are to be manufacturer's standard and no prototype units will be considered.

These specifications require the doing of all things necessary, or proper for, or incidental to the furnishings and delivery of said unit and associated equipment, preferably within the Southwest (300 mile radius from Flagstaff), so that if necessary the City can view the equipment in operation. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the Vendor shall perform the same as though they were specifically mentioned, described, and delineated.

The Vendor is to submit a user list with in service date; phone number, email address and person to contact that are currently using the equipment offered in this RFP for consideration, so that if necessary the City can view the equipment in operation.

**CONTRACT TYPE:** Firm Fixed Price.

**CONTRACT RENEWAL:** The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date.

**SUBSEQUENT PURCHASES:** The City, with the consent of the successful Vendor(s), reserves the right to purchase additional items as listed in this RFP, if Vendor is willing to offer the same terms and conditions as submitted in this RFP, for a period of twelve (12) months from the date of City Council approval.

**SALES TAX:** The City shall compute the applicable sales tax on the Blowers that are not tax exempt.

**PRODUCT INFORMATION SHEETS:** In order to properly evaluate the blowers offered, Vendors shall provide product information sheets on the blowers they are offering.

**FREIGHT:** F.O.B. City of Flagstaff (delivery points listed) – All quotations shall be F.O.B. Destination. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by Vendor.

**MISCELLANEOUS CHARGES:** If any other charges are applied to Blower order, such charges shall be stated on the RFP form under "Miscellaneous Charges". No other charges shall be considered at a later date.

**TOTAL COST OF OWNERSHIP:** The City reserves the right to evaluate proposals on all associated costs for the life of the Blower being purchased.

**BLOWER PRICING:** All prices are maximum for the contract period.

**DELIVERY:** All new factory ordered Blowers shall be delivered within the specified delivery period identified in your submitted proposal upon receipt of the purchase order. Specify the actual number of calendar days for each item.

**SPECIFICATIONS:** The specifications provided in **Attachment A** establish a desired level for each feature on the equipment being requested. In order to facilitate the City's evaluation, Vendors shall indicate the specific level under the "Description" column. In the event information is not furnished in the appropriate column, the City shall assume Vendor's response to this RFP to equal or exceed the City's requirements at Vendor's risk of correcting or replacing the equipment at Vendor's own cost.

**COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Vendor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Vendor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a

material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

**INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

**INDEMNIFICATION:** Vendor (as “indemnitor”) agrees to indemnify, defend and hold harmless the City (as “indemnitee”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of the acts or omissions of indemnitor, its officers, officials, agents, employees or volunteers relating to this Request for Proposals.

**INSURANCE:** Vendor shall procure and maintain until all of its obligations under this Request for Proposals have been discharged, including any warranty periods under this Request for Proposals are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Request for Proposals and in no way limit the indemnity covenants contained in this Request for Proposals. The City in no way warrants that the minimum limits contained herein are sufficient to protect vendor from liabilities that might arise out of the performance of the work under this Request for Proposals by vendor, its agents, representatives, employees or sub-vendors and vendor is free to purchase such additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Vendor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. <u>Commercial General Liability – Occurrence Form</u> <i>(Form CG 0001, ed. 10/93 or any replacements thereof)</i>	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional
2. <u>Automobile Liability</u> – Any Auto or Owned, Hired and Non-Owned Vehicles <i>(Form CA 0001, ed. 12/93 or any replacement thereof.)</i>	
Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
3. <u>Workers’ Compensation and Employer’s Liability</u>	
Workers’ Compensation	Statutory
Employer’s Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

**B. SELF-INSURED RETENTIONS/DEDUCTIBLES:** Any self-insured retentions and deductibles shall be declared to and approved by the City.

**C. OTHER INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage’s:
  - a. Vendor’s insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, or employees shall be in excess to the coverage of vendor’s insurance and shall not contribute to it.

b. Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

c. Coverage provided by vendor shall not be limited to the liability assumed under the indemnification provisions of this Request for Proposals.

d. Vendor's insurance shall contain broad form contractual liability coverage.

2. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from vendor's operations, work or products that are the subject of this Request for Proposals.

**D. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Request for Proposals shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Patrick Brown, C.P.M., , Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001 and shall be sent by certified mail, return receipt requested.

**E. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect vendor from potential insurer insolvency.

**F. VERIFICATION OF COVERAGE:** Vendor shall furnish the City with Certificates of Insurance (ACORD form) as required by this Request for Proposals. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All Certificates of Insurance shall be received and approved by the City before work commences. Failure to maintain the insurance policies as required by this Request for Proposals or to provide timely evidence of renewal shall be a material breach of this Request for Proposals.

All Certificates of Insurance required by this Request for Proposals shall be sent directly to: Patrick Brown, C.P.M., , Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001. A description of the commodity is to be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Request for Proposals at any time.

**G. APPROVAL:** Any modification or variation from the insurance requirements in this Request for Proposals shall have prior approval from the City's Risk Manager, whose decision shall be final. Such action shall not require a formal contract amendment, but may be made by administrative action.

**CITY OF FLAGSTAFF  
WILDCAT HILL & RIO DE FLAG WASTEWATER TREATMENT PLANT  
BLOWERS  
RFP 2014-18  
SPECIFICATIONS/REQUIREMENTS OF RFP**

The City of Flagstaff intends to establish a contract for the purchase of up to six (6) Wastewater Treatment Plant Blowers for the City of Flagstaff Utility Department as specified in **Attachment A**.

The City reserves the right to award by individual location, by individual blower, or as a total proposal for all blowers at all locations, whichever is deemed most advantageous to the City.

The City of Flagstaff owns and operates two wastewater treatment facilities known as the Wildcat Hills Wastewater Treatment Plant (WWTP) and the Rio De Flag WWTP. The Wildcat Hills WWTP has a permitted treatment capacity of 6 mgd, while the Rio De Flag WWTP has a permitted capacity of 4 mgd.

Both treatment facilities are currently equipped with centrifugal blowers. The Wildcat Hills WWTP is currently equipped with three (3) 450 hp centrifugal blowers while the Rio De Flag WWTP is equipped with three (3) 250 hp centrifugal blowers.

The City of Flagstaff desires to improve aeration and treatment efficiency at the Wildcat Hills WWTP to better handle diurnal waste loads and flows. As part of the aeration and treatment efficiency upgrades to the Wildcat Hills WWTP, the existing centrifugal blowers will be replaced with air bearing turbo style blowers.

The Rio De Flag WWTP existing centrifugal blowers are nearing their useful life and the City wishes to replace these blowers with the air bearing turbo style blowers.

The purpose of this process is to evaluate air bearing turbo blower manufacturers for ultimate selection and installation at the Flagstaff WWTPs.

**SUMMARY OF WORK**

**1. LOCATION**

The location of the project is within the City of Flagstaff, Arizona at the Wildcat Hill WWTP and Rio De Flag WWTP.

**2. DESCRIPTION OF WORK**

The Work includes:

- a. Furnish and deliver three (3), 150 hp maximum, new air bearing, high speed turbo blower systems, master control panel and ancillary components as specified in Specification Section 11255 to the Rio De Flag WWTP.
- b. Furnish and deliver three (3), 350 hp maximum, new air bearing, high speed turbo blower systems, master control panel and ancillary components as specified in Specification Section 11255 to the Wildcat Hill WWTP.
- c. Turbo blower systems shall be delivered by the MANUFACTURER to each WWTP where the CONTRACTOR shall be responsible to remove the pre-purchased equipment from the MANUFACTURER's flat bed trailer to a storage location at each WWTP approved by the CITY OF FLAGSTAFF or other location that meets the requirements of 01610 and 11255.
- d. Submittal preparation according to the Special Provisions and Specification Sections 01300 and 11255.

- e. Factory and field testing of equipment according to Specification Sections 01660 and 11255.
- f. Instruction of operations and maintenance personnel in accordance with Specification Section 01731.
- g. Preparation and submittal of operations and maintenance manual in accordance with Specification Section 01730.
- h. Provide spare parts in accordance with 01750.
- i. Assist with commissioning in accordance with Specification Section 01810.

**3. WORK RESPONSIBILITIES**

A. The parties involved in this project are defined as follows:

- i. **MANUFACTURER** – Entity that is responsible for the manufacture, programming, testing and training of the high speed turbo blower systems and master control panel. The MANUFACTURER will propose on the products and services outlined within this pre-purchase package.
- ii. **CONTRACTOR** – Entity that is responsible for the installation of the products provided by the MANUFACTURER. The CONTRACTOR will be procured under a separate proposal package.
- iii. **OWNER** – The OWNER is the City of Flagstaff who is the contracting authority for this pre-purchase package and the separate proposal package for the installation of the equipment procured under this pre-purchase package.

B. The responsibilities of the MANUFACTURER, CONTRACTOR and the OWNER are identified in the following table.

ENTITY	RESPONSIBILITIES
MANUFACTURER	1. Furnish and deliver three (3), 150 hp maximum, new air bearing, high speed turbo blower systems, master control panel and ancillary components as specified in Specification Section 11255 to the Rio De Flag WWTP.  2. Furnish and deliver three (3), 350 hp maximum, new air bearing, high speed turbo blower systems, master control panel and ancillary components as specified in Specification Section 11255 to the Wildcat Hill WWTP.  3. Delivery and inspection of turbo blower systems, blower master control panel and ancillary components and spare parts in accordance with Specification Section 01610.  4. Submittal preparation in accordance with Specification Sections 01300 and 11255.  5. Factory and Field testing of equipment in accordance with Specification Sections 01660 and 11255.  6. Preparation and submittal of operations and maintenance manual in accordance with Specification Section 01730 and 11255.  7. Coordination, preparation for and instruction of operations and maintenance personnel in accordance with Specification Section 01731 and 11255.  8. Provide spare parts in accordance with Specification Section 01750.

	9. Assist with commissioning in accordance with Specification Section 01810.
CONTRACTOR	<p>1. Blower delivery inspection oversight and delivery report sign-off in accordance with Specification Section 01610. CONTRACTOR shall provide sufficient notice to both parties as to when delivery is required take place within the project schedule.</p> <p>2. Relocation of blowers from delivery vehicle to lay down/storage area or blower equipment pads.</p> <p>3. Installation of turbo blower systems, City of Flagstaff Wildcat Hill and Rio De Flag WWTPs Blowers Replacements – Pre-Purchase Package Summary of Work Section 01010–3 master control panel and ancillary components.</p> <p>4. Coordination of field testing with the MANUFACTURER and OWNER.</p> <p>5. Coordination of operations and maintenance instruction and commissioning with MANUFACTURER and OWNER. CONTRACTOR shall provide sufficient notice to both parties as to when these activities will take place within the project schedule.</p> <p>6. Coordinate and perform commissioning in accordance with Specification Section 01810.</p>
OWNER	<p>1. Contract negotiation and execution with MANUFACTURER.</p> <p>2. Submittals (shop drawings, schedule, pay requests) review and approval.</p> <p>3. Blower delivery inspection coordination with MANUFACTURER and CONTRACTOR, delivery oversight and delivery report sign-off.</p> <p>4. Participate in factory and field tests, as required.</p> <p>5. Perform programming of the OWNER’s SCADA system to interface with the blower master control panel furnished and programmed by the MANUFACTURER.</p> <p>6. Scheduling of operations and maintenance instruction of personnel with MANUFACTURER and CONTRACTOR. This activity shall occur separately from the field tests.</p> <p>7. Assist with commissioning in accordance with Specification Section 01810.</p>

**I. DELIVERY HOURS**

- a. Delivery of equipment on weekends will not be allowed. The vendor must schedule delivery during normal hours, M-F 7 AM - 3:30 PM.

**II. OFFLOADING AND DELIVERY**

- a. The vendor is responsible for all costs associated the safe loading, delivery and unloading of blower equipment to the jobsite. A large forklift will be required to safely unload the equipment

**III. FACTORY WITNESS TESTING**

- a. The vendor will make arrangements for and pay for all factory tests associated with new blowers. If a test fails, the vendor shall be responsible for the cost of any resulting additional testing. All other required testing, except as described above, required under the Specifications shall be paid for and arranged by the vendor and/or fan manufacturer. The COF will be furnished a copy of the test results.

**CITY OF FLAGSTAFF  
WILDCAT HILL & RIO DE FLAG WASTEWATER TREATMENT PLANT AERATION BLOWERS  
RFP 2014-18**

**Fee and Price Schedule**

Item No.	Description	Appx. QTY	Unit		Amount Offer in Figures
<b>Base Proposal - Offer Item 1 – Wildcat Hill WWTP Blower System (3 New Blowers)</b>					
1A	Submittals	1	LS		
1B	Factory Testing and Witnessing Services	1	LS		
1C	Blower Package Systems	1	LS		
1D	Blower Master Control Panel	1	LS		
1E	Field Testing Services	1	LS		
1F	Operations and Maintenance Manuals	1	LS		
1G	Training	1	LS		
	Wildcat Hill WWTP (only) Base Offer Total			Total	
<b>Proposal Alternate 1 - Offer Item 2 – Rio De Flag WWTP Blower System (3 New Blowers)</b>					
2A	Submittals	1	LS		
2B	Factory Testing and Witnessing Services	1	LS		
2C	Blower Package Systems	1	LS		
2D	Blower Master Control Panel	1	LS		
2E	Field Testing Services	1	LS		
2F	Operations and Maintenance Manuals	1	LS		
2G	Training	1	LS		
	Rio De Flag WWTP (only) Offer Alternative 1 Total			Total	
<b>Proposal Alternate 2 – Offer Item 3 - Wildcat Hill WWTP and Rio de Flag Blower System (6 New Blowers)</b>					
3A	Submittals	1	LS		
3B	Factory Testing and Witnessing Services	1	LS		
3C	Blower Package Systems	1	LS		
3D	Blower Master Control Panel	1	LS		
3E	Field Testing Services	1	LS		
3F	Operations and Maintenance Manuals	1	LS		
3G	Training	1	LS		
	Combined Offer Alternate 2 Total			Total	

Warranty Information (include time period, coverage and any associated cost) \_\_\_\_\_

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Any other specifications not standard, but being specified, must be included here, with price.

Miscellaneous charges: \_\_\_\_\_

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(All charges must be included, no extra charges will be considered at a later date.)

**DELIVERY:**

Maximum number of calendar days to deliver after receipt of a purchase order. \_\_\_\_\_ Days.

# PROPOSAL FORMAT

**FORMAT AND CONTENT:** To aid in the evaluation, all proposals must follow the same general format. The Evaluation Committee will evaluate firms submitting responses to this RFP based on the information provided in each of the Proposer's proposal response and interviews as necessary. To allow for a standard basis of evaluation, all Proposals are requested to follow a similar format. Proposals shall not exceed **twenty-five (25) pages total** in length excluding title, front and back cover pages, insurance summary, and addenda. Total allowable pages shall be double-sided 8 ½" x 11" with the exception that up to one page may consist of an 11" x 17" fold-out (not part of 25 page count). Proposals shall be tabbed in order to requirements below. Please provide an original plus six copies (total of seven) of your Proposal. Proposals should be organized with tabbed sections/dividers (excluded from page count) as follows:

## **Cover (excluded from page count):**

The cover should contain the following relevant data as a minimum:

- Statement indicating response to: **Wildcat Hill & Rio De Flag Wastewater Treatment Plant Aeration Blowers**
- RFP No. 2014-18
- Submittal date
- Company name (and logo if desired)
- Other information/graphics as desired

## **Title Page (excluded from page count):**

Include firm's name, address, e-mail/website address(es), phone and FAX numbers, name(s) of principals, and contact person that will direct the work and their contact information (phone number and e-mail address).

## **Executive Summary (1 page maximum):**

Address issues of experience, key team members with discipline noted, ability and commitment to respond completely to the project scope, ability to keep the project on schedule and within budget. Include a brief summary of firm's history.

## **General Information**

- Experience and Qualifications
- Support Services

## **Technical Requirements**

- Power Consumption
- Blower Components
- Capital Costs
- Life Cycle

## **Fee and Price Schedule Form (excluded from page count)**

## **Offer and Contract Award Form (excluded from page count)**

## **Required Forms (excluded from page count)**

- References
- Exceptions, Confidential and Additional Materials
- Questionnaire
- Disclosure Form
- Non-Collusion Affidavit

## **Addenda (excluded from page count)**

Include all addenda issued by the City for this solicitation. All addenda are to be signed as indicated in the issued addenda.

**Insurance Summary (excluded from page count)**

Provide a summary of the firm's and sub consultant's insurance coverage. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in Attachment A (Sample Service Agreement).

# EVALUATION CRITERIA

Proposals will be evaluated based on the Proposer's ability to meet the performance requirements and scope of work/specifications of this RFP Package. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Proposer to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP Package.

The following evaluation criteria will be used by the City of Flagstaff's evaluation committee for the selection of a Proposer to provide a **Wildcat Hill & Rio De Flag Wastewater Treatment Plant Aeration Blowers**. The evaluation committee will review the initial proposal responses and score them according to the criteria listed below. Depending on the total number of proposal responses to this RFP, the committee may "short list" the proposers receiving the highest scores and conduct formal discussions/presentations to make a final evaluation. After final evaluation of proposal responses, the City may narrow the total number of responses down to approximately three (3) and may request "Best and Final" offers.

The following evaluation criteria and points schedule will be used to determine the award of the contract(s):

Criteria	Method for Assignment of Points	Maximum # of Points	Points Awarded to Proposer
<b>General Evaluation of Proposal Package</b>			
Completeness of Proposal Package	5 – Complete 3 – Missing Some Information 0 - Incomplete	5	
Experience and Qualifications	5 – More than 100 installations in North America and Satisfactory Qualifications 3 – More than 50 Installations in North America, Incomplete Qualifications 1 – Less than 50 installations in North America and Unsatisfactory Qualifications	5	
Support Services	10 – Support services within the Southwest 5 – Support services within the US 0 – No support services within the US	10	
<b>Evaluation of Technical Requirements</b>			
Power Consumption	10 – Average of less than 5% different from the required power consumption 5 – Average of between 5 to 10% different from the required power consumption 1 – Average greater than 10% difference from the required power consumption	10	
Turbo Blower Mechanical, Electrical and Instrumentation Components meet Specifications	10 – All mechanical component requirements are met 5 – Most mechanical requirements are met 1 – Minimal mechanical requirements are met	10	
Fee Schedule - Capital Cost for Turbo Blower Packages	Proposer's offer price compared to the average offer price of the responsive proposal packages received. Points assessed will be inclusive of capital cost	30	

	evaluation of: 10 – Less than 15% percent different 5 – Between 15% and 25% percent difference 0 – More than 20% percent different		
Life Cycle Cost Evaluation (to be calculated by OWNER given information provided in RFP, items 10 and 11)	Proposer's Life Cycle Cost compared to the average Life Cycle Cost of the responsive proposal packages received. Points assessed will be inclusive of: 10 – Less than 15% percent different 5 – Between 15% and 25% percent difference 0 – More than 20% percent different	30	
	TOTAL	100	

This proposal will be evaluated on a cumulative point system.

# PROPOSER'S REFERENCES

1. **REFERENCES.** Proposers shall submit references from relevant municipal officials for projects that are comparable in size, complexity, and scope of work sought by this RFP.
- The references should also demonstrate the Proposer's experience with the service proposed. The histories of such projects that they have completed, firm resumes and resumes of key personnel should also be included as well as other such information believed to demonstrates the indicated types of experience.
  - All references should include the name, title, telephone number of both the current owner of the project and the owner of the project at time of work effort. Specific reasons for using the reference must also be provided.

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	

Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

# EXCEPTIONS, CONFIDENTIAL AND ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

**Exceptions (mark one):**

- \_\_\_\_\_ No exceptions  
\_\_\_\_\_ Exceptions taken (describe--attach additional pages if needed)

**Confidential/Proprietary Submittals (mark one):**

- \_\_\_\_\_ No confidential/proprietary materials have been included with this offer
- \_\_\_\_\_ Confidential/Proprietary materials included. Proposers should identify below any portion of their offer deemed confidential or proprietary (see Standard Terms and Conditions, section **titled Confidential Information**). Identification of such materials in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Proposer and the City prior to any public disclosure. Requests to deem the entire offer as confidential will not be considered.

All proposals shall become the property of the City of Flagstaff once submitted.

**Additional Materials submitted (mark one):**

- \_\_\_\_\_ No additional materials have been included with this offer  
\_\_\_\_\_ Additional Materials attached (describe--attach additional pages if needed)

# VENDOR QUESTIONNAIRE

Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Remit to Address (if different than above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

## **Contact for Questions about this proposal:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Day-to-Day Project Manager (if awarded):

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Sales/Use Tax Information (check one):

Proposer is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

Proposer is located in Arizona (The Offeror should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_

City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ

Certified Small Business Certifying Agency: \_\_\_\_\_

Certified Minority, Woman or

Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

Credit References: Provide the name and telephone number of at least three organizations that your company deals with on an on-going basis.

A. Company Name \_\_\_\_\_

Contact & Phone Number \_\_\_\_\_

B. Company Name \_\_\_\_\_

Contact & Phone Number \_\_\_\_\_

C. Company Name \_\_\_\_\_

Contact & Phone Number \_\_\_\_\_

Insurance - Name of insurance agent that will provide the specified coverage's.

\_\_\_\_\_

List any other information that may be helpful in determining your qualifications including sub-contracts to be utilized if any.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional Information required:

- a. Year firm was established (include former firm names and year each applied).
- b. Identify the country and state in which the firm was incorporated or otherwise organized.
- c. Type of ownership and parent company and subsidiaries, if any. Include dates of any corporate mergers and/or acquisitions including all present and former subsidiaries with dates of any and all re-structuring since the founding date.
- d. A narrative description and organization chart depicting the management of the Proposer's organization and its relationship to any larger business entity.
- e. A description of the overall operations of the Proposer, the number and scope of other projects currently ongoing or set to begin in the near future.
- f. A narrative description of Proposer's familiarity with and prior operating experience in Arizona or the Southwestern United States.
- g. Provide, at Proposer's option, any additional information not specifically listed above which demonstrates the qualifications of the Proposer to perform the scope of work specified in this RFP.

# APPENDIX A

## DETERMINATION OF RESPONSIBILITY

### DETERMINATION OF RESPONSIBILITY OF PROPOSERS, FLAGSTAFF CITY CODE SECTION NUMBER 1-20-001-0004

- A. For purposes of administering the provisions of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter with respect to an Enumerated Contract, as hereinafter defined, and such other contracts as the City shall deem appropriate in accordance with the provisions of this Section 0004, no Proposer shall be determined to be "responsible" if that Person is a Habitual Violator, as defined herein.
- B. For purposes of this Section 0004, the masculine shall include the feminine and/or neuter and the singular the plural, and vice-versa, as sense shall require, and the following capitalized terms shall have the meaning set forth in this Subsection B, as follows:
1. "Person" means any individual, corporation, partnership, association, unit of government, or legal entity, however organized.
  2. "Violation" means any one of the following actions or an equivalent action by any regulatory agency, court, or other competent authority as a result of or in connection with a Covered Matter:
    - a. Final administrative order imposing monetary penalties, or otherwise requiring payments, in excess of \$100,000;
    - b. Final permit revocation or suspension;
    - c. Fine or civil judgment imposing monetary penalties, or otherwise requiring payments, in excess of \$100,000;
    - d. Judgment of conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, including a plea of nolo contendere or no contest;
    - e. Finding of contempt of any court order enforcing the provisions of any federal or state law pertaining to a Covered Matter;
    - f. Settlement agreement or consent order imposing monetary penalties, or otherwise requiring payments, in excess of \$100,000; and
    - g. Debarment or equivalent exclusionary action by any public agency or instrumentality.
  3. "Covered Matter" means any of the following:
    - a. Any offense indicating a lack of business integrity or honesty which affects the present responsibility of a Proposer, including but not limited to:
      - (i) Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement;
      - (ii) Bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, or theft; or
      - (iii) Unlawful price fixing between competitors, allocation of customers between competitors, Proposal rigging, or any other violation of any federal or state antitrust law that relates to the submission of Proposals or proposals.

- b. Violation of the terms of a public agreement so serious as to affect the present responsibility of a Proposer, including but not limited to:
    - (i) a willful or material failure to perform under one or more public agreements; or
    - (ii) a willful or material violation of a statutory or regulatory provision or requirement applicable to a public agreement.
  - c. Failure to pay a debt (including disallowed costs and overpayments) owed to any government agency or instrumentality, provided that the debt is uncontested by the debtor or, if contested, provided that the debtor's legal and administrative remedies have been exhausted.
  - d. Violation of any law or regulation pertaining to the protection of public health or the environment.
- 4. "Parent" means any Person who owns or controls any other corporation, partnership, association, or legal entity, however organized.
  - 5. "Subsidiary" means any corporation, partnership, association, or legal entity, however organized, owned or controlled by another Person.
  - 6. "Affiliate": Persons are Affiliates of one another if, directly or indirectly, one owns, controls, or has the power to control the other, or a third Person owns, controls, or has the power to control both.
  - 7. "Control" means the power to exercise, directly or indirectly, a controlling influence over the management, policies, or activities of a Person, whether through the ownership of stock or securities, through one or more intermediary Persons, or otherwise. For purposes of this Paragraph B.7, a Person who owns or has the power to vote, directly or indirectly, more than fifty percent (50%) of the outstanding voting securities of another Person, or more than fifty percent (50%) of value of the other Person. Such presumption may be rebutted by clear and convincing evidence. Other indicia of control shall include, but be not limited to: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or the power to appoint or actual appointment of directors or managers. For purposes of this Paragraph B.7, a person shall be treated as owning all stock and securities owned by: his siblings, spouse, and lineal descendants and ancestors; any trust of which such person or a member of such person's family is the grantor; and any corporation or other business entity in which such person or member of such person's family owns more than fifty percent (50%) of the value or voting power of such entity.
  - 8. "Habitual Violator" means any Proposer who has incurred, or any of whose Parent, Subsidiary, or other Affiliates have incurred, in the aggregate, more than two Violations within five (5) years preceding the Proposal opening date.
  - 9. "Enumerated Contract" shall mean any contract by which the City purchases services to be performed, which by its terms cannot be performed in less than one (1) year and which requires the payment of a stated sum of more than One Hundred Thousand Dollars (\$100,000), but shall not include contracts for the provision of professional services (such as legal, accounting, architectural or engineering) or for the construction, improvement or repair of City buildings or other public improvements.
- C. For purposes of this Section 0004, any administrative action or order, judgment or criminal conviction that has been ruled on appeal in favor of the Proposer by a final decision of a competent authority will not be considered to be a Violation. If the Proposer has an appeal pending, the outcome of which will affect the determination of whether the Proposer is a

responsible Proposer, the City shall not determine the Proposer to be a responsible Proposer until a final decision on the appeal is rendered.

- D. Along with its Proposal or proposal documents, each Person Proposaling or proposing for an Enumerated Contract, or for any other contract for which the City shall choose to apply the provisions of this Section 0004 by due notice in the Proposal solicitation or request for proposals for such contract, shall provide such information as shall be necessary and appropriate for the evaluation of a Proposer under the provisions of this Section 0004, substantially in the form attached hereto as an Exhibit.
- E. If information provided by the Proposer or otherwise available to the City shows that the Proposer, or its Parent, Subsidiary, or other Affiliates, have incurred in the aggregate more than two Violations within five (5) years preceding the Proposal opening date, the City shall notify the Proposer that the Proposer appears to be a Habitual Violator within the meaning of this Section 0004. Upon receipt of the notification, the Proposer shall have ten (10) days to produce clear and convincing evidence to the City that the Proposer is not a Habitual Violator within the meaning of this Section. If the City finds that the evidence, if any, produced by the Proposer is not clear and convincing evidence that the Proposer is not a Habitual Violator, the City shall determine the Proposer to be a Habitual Violator. If the City finds that the evidence produced by the Proposer is clear and convincing evidence that the Proposer is not a Habitual Violator, the City shall determine that the Proposer is not a Habitual Violator. Notwithstanding anything to the contrary contained herein, the City may, but shall not be required to, deem a Proposer not to be a Habitual Violator, or may waive, in whole or in part, the requirements of this Section 0004, if the City, in its sole discretion, shall determine that:
1. There is no other Proposer reasonably capable of performing the subject contract;
  2. An emergency exists such that the expeditious award of the contract is essential to the public health, safety or welfare; or
  3. A change of ownership, management or control of the Proposer demonstrates, by clear and convincing evidence, as determined by a vote of five (5) at any Council meeting duly held, that the history of the Proposer is not indicative of its current business practices.
- F. Any Proposer who intentionally provides false information, or intentionally fails to provide complete information, to the City in accordance with the requirements of Subsection D hereof shall be determined to be not a responsible Proposer within the meaning of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter.
- G. For purposes of administering the provisions of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter, if a Proposer is not a Habitual Violator, the City may consider any other information available to the City in determining whether a Proposer is responsible. The City's Purchasing Director or his designee may establish further specific criteria of responsibility with respect to particular solicitations or requests for proposals, which criteria shall be set forth in such solicitation or request for proposals. Further, the City's Purchasing Director or his designee may choose to apply some or all of the provisions of this Section 0004 to any contract other than an Enumerated Contract if the nature of such contract or other circumstances indicate that the Proposer's responsibility is or may be material in the performance or administration of such contract, provided that the application of such provisions shall be noted in the Proposal solicitation or request for proposals for such contract.
- H. Any determination that a Proposer is not responsible, under Section 0004 shall be made in writing and shall set forth the grounds for such determination. A copy of such determination shall be promptly sent to such Proposer.
- I. Nothing in this Section 0004 shall be construed to limit the right of the City to find any Proposer or proposer not responsible for purposes of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter for any sufficient reason not enumerated herein, with respect to any City contract, whether or not the requirements of this Section 0004 are applicable to such contract.

- J. If, during the course of administration or performance of any contract to which the requirements of this Section 0004 are applicable (whether by the terms hereof or by action of the City's Purchasing Director, as set forth in Subsection G hereof), either:
1. The City shall discover that the Proposer made a material omission or false statement in the course of providing the information required by Subsection D hereof; or
  2. The Proposer shall commit a Violation as defined herein, which, in conjunction with other Violations committed by the Proposer or any Affiliate, would make it a Habitual Violator hereunder;

Then the City may terminate such contract forthwith, without penalty or further obligation (other than those as may already have accrued under the terms of the contract), except as may be otherwise expressly provided in such contract.



# NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, affiant,

states that I am the \_\_\_\_\_

\_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Contractor/Proposer)

and I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I state that:

- a. The price(s) and amount of this Proposal has been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer.
- b. Neither the price(s) nor the amount of this Proposal, and neither the approximate prices(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Proposal opening.
- c. No attempt has been made or will be made to induce any firm or person to refrain from Proposing on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal.
- d. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- e. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposing on any jurisdiction, involving conspiracy or collusion with respect to Proposing on any public contract.

\_\_\_\_\_  
\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

# OFFER

**TO THE CITY OF FLAGSTAFF:**

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with the RFP Package. Signature also certifies understanding and compliance with "Certification" as defined in Article 1 of the "Standard Terms and Conditions" of this Agreement.

For clarification of this offer, contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, Zip: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ Signature of Person Authorized to Sign Offer \_\_\_\_\_ Title

\_\_\_\_\_  
\_\_\_\_\_ Printed Name \_\_\_\_\_ Date

# CONTRACT AWARD

This form is to be completed upon completion of all evaluations and negotiations. The City will forward this form to the successful vendor along with a letter of intent to award. Vendor shall submit three originals of this form to the City.

TO THE CITY OF FLAGSTAFF:

The Undersigned hereby offers and agrees to furnish the products, materials, services or construction in compliance with all terms, conditions, specifications and amendments in the Request for Proposals, this Agreement and any written exceptions in the offer. Undersigned also certifies by signing and submitting this offer and Agreement that Undersigned has the legal authority to enter into a contract with the City.

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force until \_\_\_\_\_ unless sooner terminated as provided above. The City reserves the right to unilaterally extend the period of the Agreement for ninety (90) days beyond the stated termination date.

*(Please sign in blue ink. Submit original signatures – photocopies not accepted)*

**City of Flagstaff**

\_\_\_\_\_  
**Vendor Name**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
**Name and Title**

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Date of Execution: \_\_\_\_\_

# VENDOR CHECK LIST

**YOU SHOULD IMMEDIATELY COMPLETE AND FAX THE FOLLOWING TO (928) 213-2209.**

1. RFP Acknowledgment. \_\_\_\_\_

**PRIOR TO SUBMITTING YOUR PROPOSAL YOU SHOULD VERIFY THAT THE FOLLOWING ITEMS HAVE BEEN COMPLETED.**

1. Verified your extensions and proposal amounts? \_\_\_\_\_
2. Clearly noted all exceptions to City specifications? \_\_\_\_\_
3. Enclosed full descriptive information requested? \_\_\_\_\_
4. Attached all required drawings & specifications? \_\_\_\_\_
5. Addressed all RFP specification requirements? \_\_\_\_\_
6. Completed the sales tax information? \_\_\_\_\_
7. Returned complete proposal package? \_\_\_\_\_
8. Addressed proposal envelope per instructions? \_\_\_\_\_
9. Include insurance verification (If Requested). \_\_\_\_\_
10. Completed and signed the Offer and Contract Award? \_\_\_\_\_