



REQUEST FOR QUALIFICATIONS

Water Treatment Plant Expansion Project – Construction Assurance Services

RFQ #26-02-WTP

**CITY OF PAGE
DBA, PAGE UTILITY ENTERPRISES
640 HAUL ROAD
P.O. BOX 1955
PAGE, AZ 86040-1955**

RFQ RELEASE DATE: JULY 29, 2026
PRE-SUBMITTAL MEETING: AUGUST 12, 2026 AT 2 PM (Arizona Time)
DEADLINE FOR QUESTIONS: AUGUST 19, 2026 AT 4 PM (Arizona Time)
AGENCY RESPONSE TO QUESTIONS: AUGUST 26, 2026
RESPONSE DEADLINE: SEPTEMBER 9, 2026 AT 4 PM (Arizona Time)

Background

The City of Page, DBA, Page Utility Enterprises (hereafter “City” or PUE” or “Agency”) is seeking a qualified consultant team to provide Construction Assurance Services (“CA Services” or “Services”) for oversight and monitoring of construction activities for the Water Treatment Plant Expansion Project (“Project”). Requested CA Services include independent oversight, verification, and risk-management services performed to ensure that a construction project is delivered according to the owner’s expectations, contract requirements, applicable standards, and regulatory obligations. CA Services are not intended to manage the day-to-day construction work. Instead, CA Services are intended to provide objective, third-party review of proper Project execution in accordance with the items listed above and the final design plans / construction documents. This Project site is located at 814 Aqua Ave, Page, AZ 86040. The estimated total cost of construction for this Project is \$7 million.

Project Description

Page Utility Enterprises is responsible for providing water and sewer services to the City of Page, Arizona, a former Bureau Government Camp. The City's sole source of water is 2,740 acre-feet per year (AFY) of federally allocated water from Lake Powell. The City of Page's surface water treatment plant (WTP) specifically supplies the City of Page and the Navajo Tribal Village of LeChee. The WTP has been in service for over 60 years and is nearing the end of its useful life. The WTP is currently rated for 3.3 million gallons per day (MGD), however, during peak tourism season in the summer, the City often needs to operate the plant at higher flows to meet demands. Running the plant at a higher rate than it is designed for jeopardizes the quality and safety of the drinking water and could lead to regulatory violations. The City relies on the income from the more than 2 million tourists that visit the area each year and needs to ensure that its water infrastructure can reliably meet that level of demand.

An evaluation of the plant was conducted to determine the improvements necessary to increase the WTP's capacity to 6.6 MGD. These improvements consist of an increased clear well pumping capacity, increased high service pumping capacity, and increased ultraviolet disinfection capacity. Associated with the plant improvements is an issue with the City's raw water intake structure and conveyance pipeline in Glen Canyon Dam, which were constructed in the 1950s and have served well past their useful life. Critical improvements related to these aspects are intended to be addressed under a separate project.

The City has overseen completion of the engineering design of the WTP expansion. As such, the Project is ready for construction and will provide the following benefits upon completion:

1. Provide water treatment capacity that allows the City to reliably deliver water to its customers, including the LeChee Navajo Community.
2. Provide enough surface water treatment capacity to treat the City's full water allocation to potable water standards.
3. Provide water supply reliability needed for the economic survival of the City of Page and the Navajo Tribal Village of LeChee.
4. Providing water service to the Glen Canyon Recreational Area. The National Park Service has expressed interest in becoming a water customer once the infrastructure is capable.

Scope of Work

Interested firms are invited to submit a Statement of Qualifications (“SOQ”) to provide CA Services in support of the Project. All work performed is expected to be done in close coordination with City staff. The evaluation of the WTP determined the improvements needed to increase the plant

capacity to 6.6 MGD to allow the plant to supply peak demands and deliver the City's and the Navajo Tribal Village of LeChee's full water allocations. Testing during the evaluation indicated that the plant's filters should filter twice the capacity of the current rated flow, so the filters are not planned for expansion. However, the following improvements are necessary at the WTP:

- Increase the clear well pumping capacity,
- Increase the high service pumping capacity,
- Increase ultraviolet disinfection capacity to match the increased plant flow,
- Provide the electric power and controls needed for the additional equipment.

Since the filters are adequate to achieve the goals to increase treatment capacity, they will be re-rated to their appropriate capacity. This Project will include the following specific construction activities / deliverables to expand the capacity of the WTP to 6.6 MGD after the re-rating of those filters:

- Evaluate and replace the existing 1,200 gallons per minute (GPM) clear well pump with a 2,300 GPM pump and re-rate the two existing 2,200 GPM clear well pumps to 2,300 GPM each to provide an increased firm clear well pumping capacity of 6.6 GPM. Add a 12-inch water line in parallel to the existing 12-inch water line between the clear well pumps and storage tanks.
- Add a parallel high service water pump station, consisting initially of two 1,670 GPM pumps to bring the total high service water firm pumping capacity to 9.3 MGD. Provisions will be made to provide a third pump in the future to provide an ultimate high service water firm pumping capacity of 11.7 MGD. A new High Service Pump Station Building will be constructed to accommodate these new pumps. It will be constructed north of the existing ultraviolet (UV) building. An additional 14-inch connection to the distribution system will be added.
- Add a third UV reactor to increase the UV firm capacity from 5.0 MGD to 10.0 MGD. A UV building addition will also be constructed south of the existing UV building.
- Add the electrical equipment needed for the clear well pump, high service pumps, and UV units.

The WTP is located on an approximately 4.5-acre parcel and improvements will be confined to within the existing parcel. Figure 1 is a current aerial overview of the site. Figure 2 shows the location and general footprints of the new structures. The new structures were deemed necessary to accommodate the pump and UV improvements, and the remaining Project elements will fit within the existing buildings as it was determined there is adequate space available. Figure 3 is a process flow diagram outlining the treatment train proposed improvements in red.



Figure 1 Current WTP Aerial Photo



Figure 2 Aerial Photo with New Building Footprints

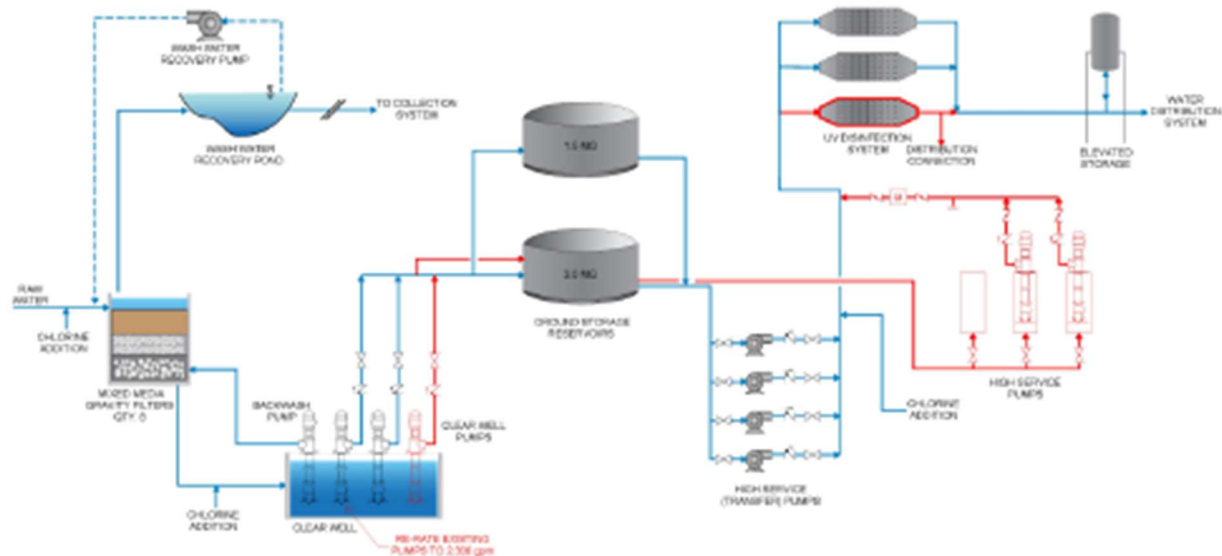


Figure 3 Process Flow Diagram with Improvements

Construction Assurance Services are independent, verification-driven functions that protect the City and focus on compliance, risk reduction, quality assurance, and performance validation. The following is a list of related CA Services expected to be performed, as needed, by the selected consultant team:

1. Contract Compliance & Oversight

- A. Reviewing construction contractor compliance with construction contract terms
- B. Verifying adherence to Project scope, specifications, standards, and codes

- C. Monitoring that required documentation (submittals, schedules, certifications) is accurate and timely
- 2. Independent Schedule & Cost Review**
 - A. Evaluating baseline schedules and schedule updates for integrity
 - B. Assessing cost reports, requested change orders, and payment applications
 - C. Confirming that progress claimed matches actual construction work completed
- 3. Quality Assurance (QA) — Independent Verification**
 - A. Conducting field observations to verify that work meets required standards
 - B. Checking testing and inspection records for completeness and correctness
 - C. Reviewing contractor QA/QC processes without performing actual Quality Control
- 4. Risk Identification & Mitigation Audits**
 - A. Performing risk assessments on schedule, cost, safety, and quality
 - B. Tracking leading indicators of Project distress
 - C. Auditing risk registers and mitigation measures
- 5. Governance & Performance Auditing**
 - A. Reviewing reporting systems, project controls, management processes
 - B. Independent project health assessments
 - C. Confirming alignment with organizational policies and industry best practices
- 6. Documentation & Record-Keeping Validation**
 - A. Verifying that contractor record-keeping systems are accurate and complete
 - B. Validating as-built documentation, logs, Requests for Information (RFIs), submittals, change management processes
- 7. Independent Reporting to PUE / City Leadership**
 - A. Providing objective reports separate from project delivery teams
 - B. Giving performance dashboards and early warnings
 - C. Recommending corrective actions when issues appear
- 8. Compliance With Funding, Legal, or Regulatory Requirements**
 - A. Verifying federal, state, or grant-funding compliance (EPA, WIFA, etc.)
 - B. Verifying proper procurement, bidding, payment, and documentation procedures

The contracted firm will provide an individual to manage and lead their team and will commit this individual to the Project for its duration. This individual will serve as the City's representative during the construction procurement, construction, and close-out phases and will work with, and under the direction of, the City's project manager.

Project Schedule

A visual representation of the estimated Project schedule is presented in Figure 7. The duration of Project's construction phase is estimated to be approximately one year. The key milestones identified via a yellow star are as follows:

- Grant Agreement Approval
- Pre-Procurement review
- Construction Bidding and Award of a Contractor
- Construction Completion

In addition to the construction deliverables there will also be deliverables associated with the federal grant funding and environmental compliance efforts. The environmental clearance document is planned to be approved prior to initiation of any scope of work activities as well as any other required environmental coordination efforts. There will be monthly payment requests for reimbursement of funds during the construction phase, and the final close out report will be

the main deliverable for the funding closeout. These deliverables can be seen in the schedule, denoted as green stars.

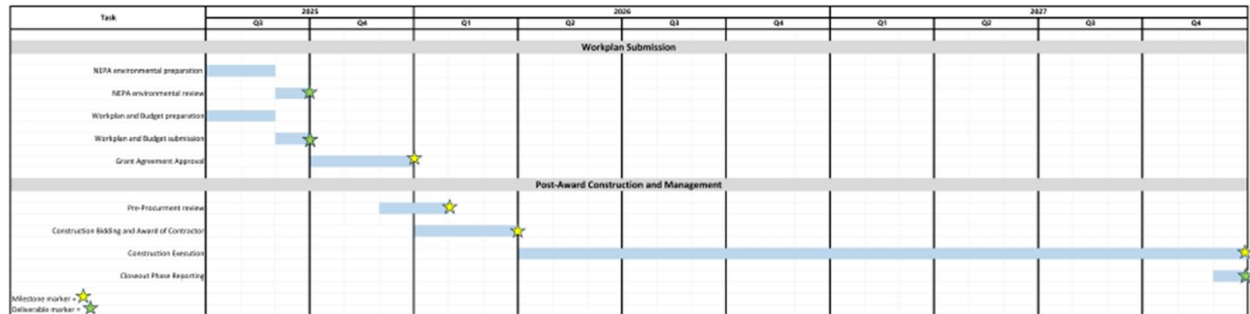


Figure 4 Water Treatment Plant Project Schedule

Pre-Submittal Meeting

A pre-submittal meeting will be held at 2:00 PM, Arizona time on August, 12, 2026, through a virtual meeting platform. At this meeting, City staff will discuss the scope of work, base Project elements, and respond to general questions from the attendees. It is strongly recommended that interested firms attend the pre-submittal meeting. Inquiries regarding the scope of work outside of this pre-submittal meeting must be directed to the Agency's designated representative.

Statement of Qualifications Evaluation Criteria

Firm(s) will be selected through a qualifications-based selection process in accordance with the criteria below. Subcriteria are listed in order of importance in relation to Project services. City of Page project experience is not required.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Technical Experience of the Prime Firm Describe the experience and qualifications of the prime firm in providing professional services for similar projects. Identify projects the submitting firm has completed. For each project listed, provide: A. Description of the project including scope and project owner B. Role of the firm and explain how this relates to the services being solicited C. Project's original contract value, final contract value, and reason for variance D. Project's start date and completion date	Points Based	200 <i>(20% of Total)</i>

2.	Design Experience of the Key Personnel and Subconsultants Describe the experience and qualifications of the specific team members expected to be assigned to this project. For each key person identified, list their length of time with the firm. List each key person's role in the projects provided. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For each project listed, provide: A. Description of the project including scope and project owner B. Role of the team or team member and explain how this relates to the services being solicited C. Project's original contract value, final contract value, and reason for variance D. Project's start date and completion date	Points Based	300 <i>(30% of Total)</i>
3.	Understanding and Approach to Providing CA Services Describe your firm's understanding of the City's support needs for this project, including important considerations such as project issues and challenges. Describe the team's approach to the services, including important considerations such as adherence to scope, schedule, and budget.	Points Based	350 <i>(35% of Total)</i>
4.	Staffing Information for Key Personnel Provide the following: A. Team's availability and commitment to the project, including subconsultants B. Team's plan to maintain continuity of the proposed services C. Organization chart showing key personnel, current professional licenses or certifications, and assigned roles for procurement, construction, and close out phases of the project Identify the location of the lead firm's principal office and the home office location of key staff providing the services.	Points Based	150 <i>(15% of Total)</i>
	Subtotal of Points for Technical Criteria		Maximum Subtotal 1,000 points

5.	Reference Checks Use the form provided in the vendor questionnaire to obtain at least three references. (up to 20 points each) *These points are in addition to the 1,000 points for the Technical SOQ.	Points Based	60
	Points Assigned for Criteria		Total Maximum Points 1,060 points

Submittal Requirements

Submittal Process: Firms interested in this Project must submit a Statement of Qualifications (SOQ) to the Agency's designated representative via the submittal processes outlined below:

Agency's Designated Contact

Donna Roberts, Office Manager
 Page Utility Enterprises
 Email: donna@pageutility.com
 Phone: (928) 645-2419

Submittal Details:

- No electronic copies will be accepted. There are five (5) methods by which BIDDERS can submit a SOQ package to PAGE UTILITY ENTERPRISES: Regular U.S. Postal Service (No delivery to Page Utility Enterprises Office-Use P.O. Box); U.S. Postal Express Mail (No delivery to Page Utility Enterprises Office-Use P.O. Box); Federal Express; United Parcel Service; hand delivery. Facsimile BIDs shall not be accepted.

The mailing address for Page Utility Enterprises is as follows:

Page Utility Enterprises - General Manager
 P.O. Box 1955
 Page, AZ 86040

The physical address for Page Utility Enterprises is as follows:

Page Utility Enterprises - General Manager
 640 Haul Road
 Page, AZ 86040

- Clearly display the firm's legal name, project title, and project number on the cover of the SOQ.
- A maximum of **10 pages** is permitted to address all content in the SOQ submittal. ***(Maximum page limit includes evaluation criteria and all additional content. It does not include information sheets.)***
- Submit the Statement of Qualifications by **4:00 PM, Arizona time, on September 9, 2026.**
- Page size must meet requirements of 8½" x 11".
- Font size must not be less than 10 point.
- Content count:
 - Each side of a page containing evaluation criteria and additional content will be counted

toward the maximum page limit noted above.

- Pages that have project photos, charts and/or graphs will be counted towards the maximum page limit noted above.
- Front and back covers, information sheet, Table of Contents pages, and divider (tabs) pages **will NOT** be counted toward the maximum page limit noted above, unless they include evaluation criteria and additional content that could be considered by the Agency's selection panel.

Information Sheet: Provide an information sheet that includes Project title, Agency's solicitation number, **legal firm name (not a trade name)**, address, phone number, and the name, title, email address and signature of your contact person for the Project. Do not include any additional information.

Evaluation Criteria: Address the SOQ evaluation criteria.

Note: All pages exceeding the specified maximum page limit will be removed from the submittal and not considered in evaluating a submitted SOQ.

Grounds for Disqualification

Please be advised that the following **will be grounds for disqualification**, and will be strictly enforced:

- Submitting a Statement of Qualifications for a different project.
- Violating the "Contact with City Employees" section contained in this RFQ.

Selection Process and Schedule

Interested teams will submit a Statement of Qualifications ("SOQ") and one (1) team will be selected through a qualifications-based selection process. A Selection Panel will evaluate each SOQ per the criteria set forth in applicable sections above.

The Agency will select a team based on the SOQ's received; no formal interviews are anticipated, but the City reserves the right to conduct interviews as deemed necessary. The Agency may conduct a due diligence review on the team receiving the highest evaluation.

The Agency will enter into negotiations with the selected team and execute a contract upon completion of negotiation of fees and contract terms for approval by the Agency's governing body.

The following tentative schedule has been prepared for this project.

RFQ Release to Public	JULY 29, 2026
Pre-submittal Meeting	AUGUST 12, 2026 at 2:00 PM (AZ Time)
Deadline to Submit Questions	AUGUST 19, 2026 at 4:00 PM (AZ Time)
Submittal Response Deadline	SEPTEMBER 9, 2026 at 4:00 PM (AZ Time)

If the City is unsuccessful in negotiating a contract with the best-qualified team, the City may then negotiate with the next most qualified team until a contract is executed, or the City may decide to

terminate the selection process. Once a contract is executed with the successful firm, the procurement is considered complete.

The firm selected for this project will be notified directly by the Agency. Notification to all other firms on the selection status will be provided via email by the Agency's designated representative

General Information

Changes to Request for Qualifications. *Any changes to this Request for Qualifications (RFQ) will be in the form of a Notification.* The City shall not be held responsible for any oral instructions. Notifications will be provided via email by the Agency's designated representative or posted on the Agency's Notices webpage at: <https://pageutility.com/notices/>

It shall be the responsibility of responding firms to determine, prior to the submittal of the Statement of Qualifications, if a Notification has been issued by the Agency.

Federal Funding Requirements. All, or portions, of this phase of the Project is anticipated to leverage federal funds. The following comprises the additional requirements to ensure compliance:

- A. Advertisement Duration – This solicitation will be advertised for a minimum of 30 days.
- B. Qualifications-Based Selection (40 U.S.C. 1101 et seq.) - The policy of the Federal Government is to publicly announce all requirements for architectural and engineering services and to negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable prices.
- C. Anti-Lobbying (31 U.S.C. 1352; 40 C.F.R. Part 34) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- D. Civil Rights Act of 1964 (P.L. 88-352, STAT 241) - The Contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving federal financial assistance.
- E. Disadvantaged Business Enterprises (40 C.F.R. Part 33) - The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- F. Discrimination (P.L. 93-112, STAT 355; REHABILITATION ACT OF 1973 AND AGE DISCRIMINATION ACT OF 1975) - The contractor and any subcontractors shall not on the

grounds of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity. The contractor shall carry out applicable requirements of 40 C.F.R. Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

- G. Drug-free Workplace Act (41 U.S.C. 81) - For every contract over \$10,000 the contractor must maintain a drug-free workplace. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- H. Equal Employment Opportunity (41 C.F.R. Part 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order 11375) - During the performance of this contract, the contractor and all subcontractors agree to the following.

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

3. The contractor will not discharge or in any other manner discriminate against any employee

or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- I. Legal Remedies (41 U.S.C. 1908) - Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and

penalties as appropriate.

Alternate Format. For more information or a copy of this publication in an alternate format, contact the City of Page Human Resources Director at (928) 645-4231. Requests will only be honored if made within the first week of the advertising period for this solicitation.

Release of Project Information/Public Records Request. The City shall provide the release of all public information concerning the Project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from the City. Public Records Requests will be accommodated in compliance with the Arizona Public Records Law.

Agency Rights. The Agency reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

Contact with Agency's Employees. This standard is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY WILL BE DISQUALIFIED.**

Beginning on the date the RFQ is issued and until the date the contract is awarded or the RFQ withdrawn, all persons or entities that respond to the RFQ, including their authorized employees, agents, representatives, proposed partner(s), subcontractor(s), joint venture(s), member(s), or any of their lobbyists or attorneys (collectively the Proposer), will refrain from any direct or indirect contact with any person (other than the Agency's designated representative) who may play a part in the selection process, including members of the evaluation panel, the Agency staff and the Agency's governing body. As long as the RFQ solicitation is not discussed, Proposers may continue to conduct business with the City and discuss business with City staff that is unrelated to this RFQ solicitation.

Commencing on the date and time a solicitation is published, potential or actual proposers (including their representatives) will only discuss matters associated with the solicitation with the Agency's staff and the Agency's governing body (including in each case their assigned staff, except for the Agency's designated representative) at a public meeting, posted under the Arizona Revised Statutes, until the resulting contract(s) are awarded or all offers or responses are rejected and the solicitation is cancelled without any announcement by the City of the City's intent to reissue the same or a similar solicitation.

Conflict of Interest. The City reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Proposer submitting a proposal herein waves any right to object now or at any future time, before any body or agency, including but not limited to, the Agency's governing body or any court.

Protest Procedures. Firms responding to disqualification or a procurement outcome are referred to the process outlined below, which governs protest procedures utilized throughout the selection process.

Protest Process:

- A. Proposing Firms, hereafter the Protester, may protest the contents of a solicitation no later than seven (7) days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety, or defect in the solicitation. Protests filed regarding the solicitation may be

addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel, or re-procure.

- B. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an SOQ, regardless of filing a protest.
- C. Firms may protest an adverse determination issued by the City, regarding minimum qualifications, within seven (7) days of the date the Firm was notified of the adverse determination.
- D. Firms may protest an award recommendation if the Protester can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The Agency will deliver electronic notifications with recommendations to award the contract(s) to a Firm(s). Firms must submit award protests within seven (7) days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- E. All protests will be in writing, filed with the Agency's designated representative identified in the solicitation and include the following:
 - 1. Identification of the solicitation number;
 - 2. The name, address and telephone number of the Protester;
 - 3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 4. The form of relief requested; and
 - 5. The signature of the Protester or its authorized representative.
- F. The Agency will render a written decision within a reasonable period after the protest is filed. Request to the Agency's governing body to authorize award the contract will not be made by the Agency until the protest process is complete. All protests and appeals must be submitted in accordance with process outlined in the solicitation, and any protests or appeals not submitted within the time requirements will not be considered.

Vendor Questions

Questions - Questions pertaining to this solicitation, selection process, or contract related issues should contact the Agency's designated representative.