REQUEST FOR PROPOSALS (RFP)
FOR
FLOW CONTROL VALVE MAINTENANCE AND REHABILITATION PROGRAM
RFP NO.: 17-130

CITY OF SANTA ANA
PUBLIC WORKS AGENCY
220 S. Daisy Avenue, Bldg A
Santa Ana, CA 92703

Cesar Barrera, P.E.
Project Manager
(714) 647-3387 Office
cbarrera@santa-ana.org

Approved for Release:

Fred Mousavipour
Executive Director
Public Works Agency

KEY RFP DATES (Subject to change at discretion of City):

<table>
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<tr>
<th>Event</th>
<th>Date</th>
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<tr>
<td>Issue Date</td>
<td>Tuesday, November 14, 2017</td>
</tr>
<tr>
<td>Letter of Intent</td>
<td>Tuesday, November 28, 2017</td>
</tr>
<tr>
<td>Deadline for Requests for Information</td>
<td>Thursday, November 30, 2017</td>
</tr>
<tr>
<td>Pre-Proposal Meeting (optional):</td>
<td>There is no scheduled meeting</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>Friday, December 8, 2017 at 3:00pm.</td>
</tr>
<tr>
<td>Presentation/Interviews (optional):</td>
<td>To be determined</td>
</tr>
<tr>
<td>Projected Award Date</td>
<td>Tuesday, January 2, 2018</td>
</tr>
</tbody>
</table>
NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for Flow Control Valve Maintenance and Rehabilitation Program.

Responses to this Request for Proposals (RFP) will be accepted until Tuesday, November 21, 2017 at 3:00 p.m. Proposals received after this date/time will not be considered. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of Santa Ana prior to this proposal due date and time.

Proposals shall be enclosed in a sealed envelope and marked clearly with following information, formatted as follows:

```
"SEALEO PROPOSAL FOR
RFP NO. 17-130
FLOW CONTROL VALVE MAINTENANCE AND REHABILITATION
IN THE CITY OF SANTA ANA
DO NOT OPEN WITH REGULAR MAIL."

City of Santa Ana
Attn.: Cesar Barrera
Public Works Agency;
City Corporation Yard
220 South Daisy Avenue, Bldg A
Santa Ana, CA 92703
```

Proposals shall be mailed, hand delivered, or sent by courier service. Proposals shall NOT be sent via telegraphic, electronic or facsimile.

All notifications, updates and addenda will be posted on the City's RFP Bid page at [www.santa-ana.org/bids-rfps](http://www.santa-ana.org/bids-rfps). Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

LETTER OF INTENT: Interested firms shall submit a Letter of Intent of their pending proposal to the noted Project Manager by the required date as shown on the cover page of this RFP. Letters shall be forwarded via certified mail or email.
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    ATTACHMENT 3: CERTIFICATIONS
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I. GENERAL

Nature of Work:

The City of Santa Ana is seeking a firm to provide preventative maintenance, rehabilitation and replacement services for the City’s water pressure reducing and pressure sustaining valves. The City intends to enter into agreements with a single firm to provide the described services. A detailed Scope of Work is included in ATTACHMENT 1: SCOPE OF WORK in the Appendix of this RFP.

Number of Proposals and Signature:

The submittal shall include five (5) hard copies and one (1) digital file on a labeled USB Flash Drive (or equivalent). One of the hard copies shall be marked as “ORIGINAL” and shall be signed by a company official with the power to bind the company and submitted to the City of Santa Ana. One (1) copy of your Fee Proposal shall be submitted.

Proposal Evaluation and Rating:

The criteria for evaluating the proposals submitted will take the following items into consideration:

- Firm/Team Experience 20%
- Understanding of Need 20%
- Schedule 5%
- Fee 50%
- References 5%

The City has established a proposal review committee to evaluate proposers based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the proposers.

Project Funding:

Project is funded with Water Enterprise funds. Special conditions may apply. Refer to ATTACHMENT 1: SCOPE OF WORK in the Appendix of this RFP.

II. PROPOSAL TERMS AND CONDITIONS

By submitting a Proposal, the Proposer acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFP as described below:
A. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required in this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in the relation to this RFP are fully incorporated.

B. EXECUTION OF AGREEMENT

The City and the selected Proposer will enter into an Agreement similar to that as shown in ATTACHMENT 2: STANDARD AGREEMENT in the Appendix of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to select the next most qualified Proposer or call for new Proposals, whichever the City deems most appropriate.

C. PROPOSAL VALIDITY

Services, pricing and warranties indicated in a respondent's Proposal must be valid for a period of 120 days after the submission of the Proposal.

D. PRE-CONTRACTUAL EXPENSES

Santa Ana shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of its proposal.

E. JOINT OFFERS/SUBCONTRACTORS

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime sub-Contractor basis. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of sub-Contractors be offered, the Proposer shall provide the same assurances of competence for the sub-Contractor plus the demonstrated ability to manage and supervise the subcontracted work. Sub-Contractors shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-Contractors in the same manner as the Proposer.

III. INSTRUCTIONS TO PROPOSERS

A. CITY RESPONSIBILITIES

The City will provide information in its possession relevant to preparation of required information in RFP. The City will provide only the staff assistance and documentation specifically referred to herein.

B. PROPOSER RESPONSIBILITIES

Point of Contact: The selected proposer will assume responsibility for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest
knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

Evidence of Financial Capacity: Proposer may be requested to submit its most recent audited financial statement, evidencing proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity.

C. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarifications shall be made in writing via e-mail to the Project Manager (contact information as noted on the cover page to this RFP) by or before the "Deadline for Requests for Information" date noted on the cover page of this RFP. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP, as indicated below in SUB-SECTION D "ADDENDA".

D. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City's website, www.santa-ana.org/bids-rfps

E. LICENSES & PERMITS

The selected Proposer shall be required to obtain a City of Santa Ana Business license within ten (10) business days of selection and must provide a copy to the City Project Manager or designee prior to commencing any work in Santa Ana.

Additionally, Proposer will be responsible for obtaining any licenses/permits required by the Scope of Work.

F. INSURANCE

The selected Proposer shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of notice of award.

G. PAYMENT INFORMATION PACKET

The selected Proposer shall return a completed payment information packet within ten (10) business days after the successful Proposer has received notice that the agreement has been awarded. The packet is available on the City's website: www.santa-ana.org/bids-rfps

H. PRE-PROPOSAL MEETING

A pre-proposal meeting, if scheduled, will occur on the date, time and location identified
on the cover page of this RFP. The meeting will include discussion of the project scope and a question-and-answer session. It is highly recommended that the Proposer’s key team members attend this meeting. Significant interpretations or clarifications will be addressed via addenda to this RFP, as described above in SUB-SECTION D “ADDENDA”.

I. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise.

The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

The City reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP. Subcontractors shall be the responsibility of the successful Proposer and the City shall assume no liability of such subcontractors.

J. PROTESTS

Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City Manager or his designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by Proposer of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

IV. SUBMITTAL REQUIREMENTS

A. GENERAL

1. NUMBER OF COPIES AND SIGNATURE

Refer to SECTION I "GENERAL" above.

2. DEADLINE

Proposals are due to the City of Santa Ana, at the date, time, and location set forth above in the Notice Inviting Proposals.
B. PROPOSAL CONTENTS

A responsive proposal shall contain the following documentation:

1. STATEMENT OF QUALIFICATIONS

The Statement of Qualifications shall be limited to a MAXIMUM of (10) DOUBLE-SIDED PAGES (excluding front and back covers, section dividers and attachments such as resumes, forms). Font size shall be minimum 11-point Arial. Proposal exhibits shall be maximum 11” x 17”. The Statement of Qualifications includes the following:

a. Cover Letter
Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity.

b. Agreement Statement
Proposal shall include a statement outlining your concurrence or concerns with any and all provisions as contained in the standard agreement attached as ATTACHMENT 2: STANDARD AGREEMENT in the Appendix of this RFP.

c. Firm and Team Experience
Proposal shall include a profile of the firm’s experience. Include resumes of project team/sub-contractors that outline their technical and design experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual’s time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm.

d. Understanding of Need
Proposal shall include an outline which demonstrates the firm’s understanding of the scope of work. This outline should include anticipated approach, tasks necessary for successful completion, and suggestions or special concerns that the City should be made aware of.

e. Relevant Project Experience
Proposal shall include a list of relevant projects which your firm or personnel have completed within the last five (5) years, including significant work with public agencies. Project information should include project description, year completed, client name, along with a person to contact and their telephone number.

f. Schedule
Proposal shall include a detailed schedule based on the Scope of Services explained below in SUB-SECTION IV.A.2 “SCOPE OF SERVICES & SCHEDULE” with a written statement which provides information on current workload and how this project would be accommodated.
g. **References**
   Proposal shall include references for three public entities for which Proposer has performed similar work within the past five (5) years.

h. **Fee**
   Fees may or may not be included as part of evaluation criteria. Refer to SECTION I "GENERAL" above and SUB-SECTION IV.A.3 "FEE PROPOSAL" below. *(this item not part of page limit)*

2. **SCOPE OF SERVICES & SCHEDULE**
   Proposal shall include a Scope of Services which details the work phases to be completed, the tasks to be accomplished and the deliverables to be provided. Scope of Services shall be incorporated into the schedule as described above in SUB-SECTION IV.A.1.f "SCHEDULE" to complete the project based upon the requested Scope of Work, detailed in ATTACHMENT 1: SCOPE OF WORK in the Appendix of this RFP.

3. **FEE PROPOSAL**
   Proposer’s fee proposal shall be submitted concurrently with the technical proposal, but in a separately sealed envelope, clearly labeled as “Fee Proposal.” This shall include the firm’s Standard Hourly Fee Schedule, and/or a Project Fee Schedule where applicable and as outlined in the Scope of Work.

   Where fees are NOT included as part of evaluation criteria, the fee proposal will not be opened until the proposals have been evaluated by the proposal selection committee. The City will select the Contractor based on qualifications, and then negotiate a contract price based on available funding.

   Where fees ARE included as part of the evaluation criteria, the fee proposal will be opened and reviewed concurrently with the proposal, and weighted per the percentage identified in SECTION I "GENERAL" above.

4. **CERTIFICATIONS**
   The following forms, included in ATTACHMENT 3: CERTIFICATIONS in the Appendix of this RFP, shall be signed and included as part of the proposal submittal package:
   - Non-Collusion Affidavit
   - Non-Lobbying Certification
   - Non-Discrimination Certification

5. **PROPOSAL REVIEW (CONTRACTOR SELECTION)**

A. **EVALUATION AND RATING**

   Refer to SECTION I "GENERAL" above.
B. SELECTION

The committee may interview the top ranking proposers. The City will recommend award of the agreement to the proposers who will provide the best quality and value to the City. City reserves the right to begin negotiations and enter into an agreement without interview or further discussions.

VI. AWARD OF AGREEMENT

A. REQUEST FOR COUNCIL ACTION

Following evaluation and rating by the proposal review committee, the Executive Director will recommend award of an agreement to the proposer providing the best quality and value to the City.

B. EXECUTION OF AGREEMENT

A standard agreement is included as ATTACHMENT 2: STANDARD AGREEMENT in the Appendix of this RFP. “Proposer” will hereinafter be referred to as “Contractor” in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents and contents of the payment information packet have been received and approved.

VII. IMPLEMENTATION

A. KICK-OFF MEETING

A kick-off meeting will be held after award of contract. Contractor and its team will meet with City of Santa Ana staff to conduct introductions, discuss scope of services, and implementation process.

B. NOTICE TO PROCEED

Following the kick-off meeting, a formal Notice to Proceed (NTP) may be issued after the agreement is fully executed, and all insurance documents and contents of the Payment Information Packet have been received and approved.

VIII. PUBLIC RECORDS

All responses to the RFP shall become property of the City, and proposals will become public record after award of agreement. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.
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<th>Appendix</th>
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CITY OF SANTA ANA
RFP NO.: 17-130
FLOW CONTROL VALVE MAINTENANCE AND REHABILITATION PROGRAM

SCOPE OF WORK

Introduction and Background:
The City of Santa Ana is located in the heart of Orange County, California and is approximately 27 square miles. The City provides potable drinking water for all of the City's residents and businesses. The City's water production system consists of 22 wells, 4 pressure control stations, 7 Metropolitan Water District connections, 7 water booster stations and 8 reservoirs and 2 sanitary sewer lift stations. Control and monitoring of the water system and sewer facilities is coordinated via the City SCADA system using a series of radios to send and receive data from remote locations to the City Home SCADA control room. Flow and pressure control through the water system is achieved using Cla-Val valves per Attachment 4.

Description of Work:
The City is requesting proposals for the purpose of rehabilitating, replacing and maintaining all Cla-Val pressure control valves within the water production facilities. The contract term shall be for three years with a City option to renew for one additional 2 year term. The Contractor will be expected to hold firm pricing on all contract items supplied for the duration of the contract. Labor increases shall be subject to mutually agreeable terms between the City and the Contractor.

Contractor Responsibilities:

I. MAINTENANCE

Maintenance shall include repair, rehabilitation or replacement of all valves listed in Attachment 4. The Contractor shall, upon request from the City, deploy to each valve site and perform a working inspection of the existing valve. The inspection shall verify the working condition of the valve and confirm that the diaphragm assembly is properly functioning. The Contractor shall repair or replace any parts of the valve found to be worn or otherwise in need of replacement. All internal parts of the valve shall be cleaned of mineral deposits prior to reassembly of the valve. All repairs and rehabilitations shall be made in accordance with Cla-Val guidelines and as directed by the City.

Maintenance shall also include the repair, rehabilitation or replacement of any piloting system associated with the valves listed in Attachment 4. The Contractor shall be factory trained in maintaining all piloting systems offered by Cla-Val and cause to fix/repair all piloting systems in accordance with Cla-Val guidelines and as directed by the City. Work under this section shall also include full valve replacement complete with all necessary pilot systems and/or electronic controls.

Work shall be assigned as requested by the City. The Contractor shall provide a written cost and time estimate for repairs necessary to return a valve to original working condition and brought back into service. All replacement parts necessary to rehabilitate or repair a worn Cla-Val shall be itemized and estimated for the City's review and approval. Ordering of
replacement parts shall commence upon City approval. Work shall then proceed as directed by the City. A maintenance work order request shall not be considered complete until all inspections on the valve have been done and start-up testing has been completed to confirm working conditions. All payments shall be based upon Contractor time and material.

**Bid Items 1-5 & 10:** The City desires that all valves in use by the City be serviced once a year under this contract by Cla-Val factory authorized personnel. Valves listed in Attachment 4 are representative of the majority of the Cla-Val valves in use in the City but is not a complete listing. For bidding purposes, assume all repair items on the bid sheet do not include repairs of the pilot control systems. Assume only an inspection of the respective pilot control system. The City acknowledges that additional costs will be incurred for pilot system repairs and will vary depending upon the type of piloting system on each valve. Assume that a full repair of the valve will include costs for replacement of all parts that could be replaced in a standard Cla-Val diaphragm valve.

**II. TRAINING**

The Contractor shall provide in field training for repair, maintenance and troubleshooting at City facilities of all Cla-Val valves and corresponding piloting systems. The Contractor shall allow for six such trainings and be scheduled with the City’s Water Production Team. Contractor personnel providing the trainings shall be Cla-Val factory authorized representatives, no exceptions.

**Bid Items 6 & 7:** The Contractor shall allow for two (2) two (2) day trainings for up to six (6) City staff members per session at the Cla-Val plant for in depth “hands-on” training and explanations of valve functions, common problems, and maintenance related techniques. The Contractor shall coordinate with the City for scheduling time frames. The Contractor shall assume a maximum of 10 City employees in attendance for bidding purposes.

**III. PROCUREMENT OF NEW VALVES AND APPURTENANCES**

The Contractor shall have the ability to provide new Cla-Val valves, piloting systems, repair kits and related appurtenances at the City’s request. Upon request from the City, the Contractor shall provide a written estimate for the items identified and shall supply them to the City upon written confirmation. Estimates shall include all taxes, applicable fees and shipping to a City designated facility. If requested by the City, the Contractor shall install the valve and/or related parts at required locations.

If installation is requested, the City shall prepare all piping assemblies ready for the new Cla-Val valves to be installed in the desired location. The Contractor would then be required to insert the valve at the desired location within the piping assembly, work with City staff on necessary field adjustments and valve operational testing.

**Bid Items 8 & 9:** The Contractor shall assume that only a new valve (model No. 92-01 Combination Pressure Reducing and Pressure Sustaining Valve using 100-01 Hytrol Valve) with standard pilot controls shall be provided to the City for bidding purposes. The estimate shall include shipping, handling and taxes if any.
IV. VALUE ADDED RELATED SERVICES

The Contractor may propose additional related services that the City has not specifically identified in this RFP to accomplish the stated goals of this RFP. Value added related services will be considered by the City and may or may not be incorporated in the agreement.

V. PROJECT MANAGEMENT & COORDINATION

When a request for service is issued to the City, the Contractor shall issue an estimate to the City’s designated project manager. The Contractor shall not proceed with any work without the approval of the City’s designated project manager. Contractors shall invoice the City on a monthly basis for all work performed during the period or provide a one-time invoice at the completion of work issued. Each invoice shall be accompanied by a summary of tasks performed, results and progress on long-term tasks if any.

VI. KICKOFF MEETING

The selected Contractor shall attend one (1) contract kick-off meeting at the City’s Corporate Yard located at 220 S. Daisy Ave., Santa Ana, CA 92703 at which City staff will share contact information, safety and security protocols and familiarize the Contractors with the City’s sites and equipment.

VII. MINIMUM QUALIFICATIONS

The Contractor shall meet the following minimum qualifications:

1. Be factory authorized, trained and knowledgeable in Cla-Val valves for maintenance, operation and installation. (Provide proof of training upon issuance of a contract with the City)
2. Be confined space entry certified.
3. Factory direct inventory for replacement parts, new valves and related appurtenances.
4. Provide Technical and Engineering support from the manufacturer upon request from the City.

VIII. FEE SCHEDULE:

Contractor shall submit a fee schedule in a separate sealed envelope as described in Section IV.B.3 of RFP. Fee proposal shall be outlined as follows:
FEE SCHEDULE
The undersigned declares that he/she has carefully examined the request for proposal, that he/she has examined the Proposed Scope of Services, and hereby proposes to furnish all material and do all the work required to complete the said work in accordance with said Proposed Scope of Services, for the unit price(s) set forth in the following schedule:

Note: This contract is subject to prevailing wages.

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: ________________________________

<table>
<thead>
<tr>
<th>Item #</th>
<th>Bid Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1.</td>
<td>Repair 6” Pressure Control Valve</td>
<td>EA</td>
<td>4</td>
<td>$_________</td>
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<tr>
<td>2.</td>
<td>Repair 8” Pressure Control Valve</td>
<td>EA</td>
<td>11</td>
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<td>3.</td>
<td>Repair 10” Pressure Control Valve</td>
<td>EA</td>
<td>10</td>
<td>$_________</td>
<td>$______</td>
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<tr>
<td>4.</td>
<td>Repair 12” Pressure Control Valve</td>
<td>EA</td>
<td>5</td>
<td>$_________</td>
<td>$______</td>
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<tr>
<td>5.</td>
<td>Repair 16” Pressure Control Valve</td>
<td>EA</td>
<td>2</td>
<td>$_________</td>
<td>$______</td>
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<td>6.</td>
<td>Field Training</td>
<td>EA</td>
<td>5</td>
<td>$_________</td>
<td>$______</td>
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<tr>
<td>7.</td>
<td>Factory Training Session</td>
<td>EA</td>
<td>2</td>
<td>$_________</td>
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<td>8.</td>
<td>New 8” Pressure Control Valve</td>
<td>EA</td>
<td>1</td>
<td>$_________</td>
<td>$______</td>
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<tr>
<td>9.</td>
<td>New 10” Pressure Control Valve</td>
<td>EA</td>
<td>1</td>
<td>$_________</td>
<td>$______</td>
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<tr>
<td>10.</td>
<td>Repair Pilot Control System Valving</td>
<td>EA</td>
<td>36</td>
<td>$_________</td>
<td>$______</td>
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</table>

Total: $_________

Contractor shall submit labor, material and equipment rates along with fee schedule. Contractor’s labor and equipment rate sheet shall list rates for all labor designations, equipment and materials. Assume valves need all internal parts removed and replaced with new materials. Assume all pilot systems are to be inspected only.
BIDDER INFORMATION:
Legal Company Name: ________________________________________________
Complete address: ________________________________________________
Phone Number: ______________________________________________
Email Address: ________________________________________________
Authorized Signature: ____________________________________________
Name: ________________________________________________________
Title: ________________________________________________________

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Appendix
ATTACHMENT 2: STANDARD AGREEMENT
CITY OF SANTA ANA
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FLOW CONTROL VALVE MAINTENANCE AND REHABILITATION PROGRAM

CONTRACTOR AGREEMENT
CITY OF SANTA ANA

THIS AGREEMENT is made and entered into this _____ day of ______________, 2016 by and between ____________________________, (hereinafter “Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter “City”).

RECITALS

A. The City desires to retain a Contractor having special skill and knowledge in the field of:

B. Contractor represents that Contractor is able and willing to provide such services to the City.

C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in Scope of Services - Exhibit A, attached hereto and incorporated by reference. The Scope of Services shall include a Schedule for the Delivery of Services, which shall be delivered as prescribed, beginning upon the City’s issuance of a Notice to Proceed.

2. COMPENSATION

City agrees to pay, and Contractor agrees to accept as total payment for its services for City, an amount not to exceed $______________ in accordance to rates and charges identified in Compensation - Exhibit B, attached hereto and incorporated by reference, and in accordance with Section 18.

3. TERM

This Agreement shall commence on [enter a “Start Date” or “the date first written above”) for a number (#) year term with the option for the City to grant up to a number (#)-year renewal option(s) exercisable by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.
4. **INDEPENDENT CONTRACTOR**

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. **OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. **INSURANCE**

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor’s operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of $1,000,000 per occurrence, with $2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insured's provisions.
b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than $1,000,000 per accident.

d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than $1,000,000 per claim with $2,000,000 in the aggregate.

e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:

   i. Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.

   ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.

   iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

   iv. Contractor shall supply City with a fully executed additional insured endorsement.

f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

7. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its officers, agents and employees (collectively, the "indemnified parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a claim; collectively, "claims"), to any work performed or services provided under this Agreement arising out of, relating to or pertaining to the negligence, recklessness or willful
misconduct of Contractor, its principals, officers, agents, employees, Contractors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them. Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the indemnified parties from any claim arising from the sole negligence or willful misconduct of the indemnified parties. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Contractor.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

9. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

10. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. “Confidential Information” shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.
11. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services. Conflict may be further specified in Certifications - Exhibit C, attached hereto and incorporated in this Agreement by reference.

12. DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations and as further specified in Certifications - Exhibit C, attached hereto and incorporated in this Agreement by reference.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Executive Director may require Contractor to
deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

17. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

18. PAYMENTS & INVOICES

a. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

b. Invoices should be submitted on the 15th of each month and shall include the following information at a minimum:

i. Contractor’s invoice number and City’s agreement number
ii. Beginning and ending dates for services
iii. City Project and/or Task Order number and/or name (if applicable)
iv. Work site address/location (if applicable)
v. Tasks or deliverables completed and percentage (%) of total services completed.
vi. Remaining Overall and Task Order budget available

19. MISCELLANEOUS PROVISIONS

a. Additional provisions, if any, are identified as Additional Provisions, Exhibit D,
attached hereto and incorporated into this Agreement by reference.

b. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

20. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714-647-6956

With courtesy copies to:

Fred Mousavipour
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702
Fax: (714) 647-5635

Sonia R. Carvalho
City Attorney
City of Santa Ana
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702
Fax: (714) 647-6515

To Contractor:

Contractor Company Name
Address
City, State, Zip
Fax: (000) 000-0000

A party may change its address by giving notice in writing to the other party. Thereafter,
any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:  

__________________________ 
Maria D. Huizar  
Clerk of the Council

CITY OF SANTA ANA  

__________________________ 
David Cavazos  
City Manager

APPROVED AS TO FORM:  

SONIA R. CARVALHO  
City Attorney

CONTRACTOR:  

__________________________  
(name)  
title  
Tax ID#__________________________

By: ________________________  
José Sandoval  
Chief Assistant City Attorney

RECOMMENDED FOR APPROVAL:  

__________________________  
FRED MOUSAVIPOUR  
Executive Director  
Public Works Agency
CITY OF SANTA ANA
RFP NO.: 17-130
FLOW CONTROL VALVE MAINTENANCE AND REHABILITATION PROGRAM

EXHIBIT A

SCOPE OF SERVICES
(from Attachment 1 of RFP, and/or Contractor Proposal)
[remove this note when assembling Agreement]

EXHIBIT B

FEE PROPOSAL, including hourly rates
(from separately sealed envelope included with Contractor Proposal)
[remove this note when assembling Agreement]

EXHIBIT C

CERTIFICATIONS
(from Attachment 3 of RFP)
[remove this note when assembling Agreement]

EXHIBIT D

ADDITIONAL PROVISIONS
(from Attachment 4 of RFP)
APPENDIX
ATTACHMENT 3: CERTIFICATIONS
CITY OF SANTA ANA
RFP NO.: 17-130
FLOW CONTROL VALVE MAINTENANCE AND REHABILITATION PROGRAM

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed __________________________________________

State of California
County of ____________

Subscribed and sworn to (or affirmed) before me on this _____ day of ________, 20___, by ________________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

___________________________________________
Notary Public Signature

___________________________________________
Notary Public Seal
CITY OF SANTA ANA  
RFP NO.: 17-130  
FLOW CONTROL VALVE MAINTENANCE AND REHABILITATION PROGRAM

NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed:  
Title:  
Firm:  
Date:  
CITY OF SANTA ANA
RFP NO.: 17-130
FLOW CONTROL VALVE MAINTENANCE AND REHABILITATION PROGRAM

NON-DISCRIMINATION CERTIFICATION

The undersigned Contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

3. The Contractor shall send to each labor union or representative of workers with which he/she 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.

4. The Contractor shall 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.

5. The Contractor shall 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/her 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.

6. In the event of the Contractor’s non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the 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, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subContractor or Contractor as a result of such direction by the administering agency, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats, 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any Contractor of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: ___________________________________________

Title: __________________________________________

Firm: __________________________________________

Date: __________________________________________
### Attachment 4

#### PRV - 1

<table>
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<th>North Valve</th>
<th>Main Unit</th>
<th>Main Valve Type</th>
<th>Model</th>
<th>Size (inch)</th>
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### Attachment 4

#### SA - 1

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#### SA - 2

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<th>Function</th>
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<th>Catalog No.</th>
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Page 2
### SA - 6

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<th>Size (inch)</th>
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<th>Catalog No.</th>
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</thead>
<tbody>
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