

**McKENZIE RESERVOIR
HYDROELECTRIC PROJECT**

**REQUEST FOR PROPOSAL (RFP)
FOR SUPPLY, START-UP AND TESTING OF
TURBINE, GENERATOR, CONTROLS AND ASSOCIATED EQUIPMENT**

Issued By

**Three Sisters Irrigation District
Contracts/Purchasing
68000 Hwy 20 West
Bend, OR 97703**

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INFORMATION TO PROPOSERS

1. DEFINED TERMS

Terms used in this Information for Proposers have the meanings assigned to them in the General Conditions. The term “Successful Proposer” means the highest evaluated Proposer with whom the Three Sisters Irrigation District (“District”) can negotiate mutually acceptable terms and conditions, as more fully set forth in Section 13 below. The term “Work” means the design, fabrication, furnishing, delivery, supervision of installation, startup, and testing of the turbines/generators and associated equipment more fully specified in the McKenzie Project Proposal Form, all as more fully described herein.

2. COPIES OF PROPOSAL DOCUMENTS

- 2.1 One complete set of Proposal Documents will be provided to each Proposer in hard copy and electronic format free of charge. Additional copies of the Proposal Documents, if desired, may be obtained from the District.
- 2.2 Complete sets of Proposal Documents shall be used in preparation of Proposals. The District assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
- 2.3 By making copies of the Proposal Documents available, the District does so only for the purpose of obtaining Proposals for the Work and does not confer a license or grant for any other use.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 Before submitting a Proposal, it is the responsibility of each Proposer to (a) thoroughly examine the Contract Documents; (b) become familiar with Oregon State laws, ordinances, rules, and regulations that may in any manner affect cost, progress, material or equipment deliveries, installation or performance of the Work; (c) study and carefully correlate Proposer’s observations with the Contract Documents; and (d) study the site upon which the proposed equipment is to be installed, as necessary to become familiar with local access conditions, physical features, geographic location, etc. Before offering a Proposal, the Proposer shall make (at its own expense) such additional investigations, tests and inquiries as the Proposer deems necessary to finalize the Proposal in accordance with these Contract Documents.
- 3.2 Upon request, the District will provide each Proposer access to the site described above, to conduct such investigations as the Proposer requires to prepare a Proposal. All investigations other than visual inspections shall be approved and coordinated through the District. After Proposals have been submitted, the Proposer shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.
- 3.3 The submission of a Proposal will constitute an incontrovertible representation by the Proposer that the Proposer has complied with or intends to comply with all provisions of these Contract Documents, with the exception of any deviations specifically identified as exceptions thereto, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms

and conditions for performance of the Work.

4. PRIME SUPPLIER

The Successful Proposer will be responsible for implementation of the Contract as prime Supplier and will be responsible for quality, cost, timeliness of supply and adherence to all other requirements set forth in the Contract Documents, with respect to all subcontractors and third-party supplied products.

5. MINIMUM REQUIREMENTS

At the time of submission of the Proposals, each Proposer shall meet the following minimum requirements:

- 5.1 Provide evidence of adequate financial ability to perform the project and to obtain and provide the required bonds as described herein;
- 5.2 Provide evidence of at least ten (10) years of experience with the manufacture of Francis, Pelton and/or Twin Turgo turbines and induction generators;
- 5.3 Provide a project experience list that shows at least five (5) hydropower turbine/generator supply projects completed within the previous five (5) years;
- 5.4 Provide evidence of successful design and construction of Francis, Pelton and/or Twin Turgo turbines and induction generators of 50kW up to 2 MW, with Owner references and telephone numbers;
- 5.5 For each proposed Project Manager and Erection Supervisor representing Proposer, demonstrate experience for at least one similar size project (in MW output and cost) during the five (5) year period preceding submission of the Proposal;
- 5.6 For each Proposer and any sub-contractor(s) with scope of supply in excess of \$50,000, demonstrate capability to provide timely warranty support and ongoing long-term maintenance support.

6. CONTRACT PERIOD

The District desires the entire Project to be complete and tested by February 15, 2020 and requires it to be on line and ready for commercial operation by February 28, 2020.

7. LIQUIDATED DAMAGES

Liquidated damages will be assessed for failure to deliver equipment and/or design drawings and related information by the completion dates proposed in these Contract Documents. Liquidated damages are discussed in more detail in Section 15 of the General Conditions. Liquidated damages will also be assessed for failure to meet guaranteed performance as described in Supplemental General Conditions, Section 14.

8. ALTERNATE PROPOSALS/SUBSTITUTE MATERIALS AND EQUIPMENT

Proposers may suggest alternatives to the technical specifications in the Proposal documents, but only after providing a Proposal compliant with the specifications as a base Proposal. Proposers submitting alternative proposals shall submit a separate, complete response for each alternative proposal. All alternatives offered must include any change in Contract Price or contract time of completion associated with acceptance

of the alternative by the District. The District reserves the right to accept or reject any alternative in its sole discretion. Bid security, as more fully described in Section 12 of this (Information for Bidders), shall be submitted based on the highest cost alternative.

Whenever it is indicated in the Drawings or Contract Documents that a substitute or “or equal” item may be provided with District’s approval, application for such acceptance will not be considered until after the execution of the Agreement. The procedure for submittal of any such application is set forth in General Conditions, Section 8.

9. INSTRUCTIONS FOR COMPLETION OF PROPOSAL FORM

- 9.1 The required Proposal Form is included within these Contract Documents; additional copies may be duplicated. Proposal Forms are to be completed in ink or be typewritten. The Proposal price of each item is to be indicated in the space provided in either figures, words, or both forms, as indicated.
- 9.2 Proposals by corporations must be executed in the corporate name by a corporate officer with contractual authority, and the corporate seal must be affixed and attested to in the appropriate space. Proposals by partnerships must be executed in the partnership name and signed by a partner. All names must be typed or printed below the signature lines.
- 9.3 Proposers shall acknowledge receipt of all addenda, the numbers of which should be indicated on the Proposal Form.
- 9.4 The business address to which all communications regarding the Proposal or other contractual matters should be directed is to be indicated in the space provided.
- 9.5 Submit both an electronic version of the completed Proposal Documents as well as several printed copies as described below. In the event of a discrepancy between the electronic version and the printed version of these Proposal Documents, the printed copy shall prevail.

10. SUBMISSION OF PROPOSALS

- 10.1 All Proposals, regardless of method of delivery, must be received by **2:00 p.m., Pacific Time, July 9, 2019**. No modifications to proposals will be accepted after this closing date except as requested by the District. Each Proposer assumes full responsibility for delivery of the completed proposal by the deadline. Proposals received after the deadline will be deemed non-responsive and will not be accepted.
- 10.2 Proposers must submit one (1) original hard-copy proposal. The hard copy shall be marked as “Original,” must contain original ink signatures, and must be signed by an authorized agent for the company. Proposers must also submit five (5) copies of the proposal, each clearly marked to indicate that it is a copy, and five (5) copies of any supporting documentation to the District. Proposers must also submit one (1) electronic copy of the Proposal. Supporting documentation may also be provided in an electronic format.
- 10.3 All proposals must be submitted in a sealed envelope or other suitable container, to the address provided in Paragraph 1.0.1 of the Proposal Form.

11. OPENING OF PROPOSALS

Proposals will be opened at the offices of the District at **2:00 p.m., Pacific Time, July 9, 2019**. Proposals will be publicly opened and the Proposer's name read aloud. No further information will be provided at that time. Proposals will be evaluated by a selection team based upon the competitive proposal selection criteria provided for in the Instructions to Proposers.

12. SECURITY REQUIREMENTS

- 12.1 **BID BOND.** Each Proposal shall be accompanied by bid security in a sum not less than five percent (5%) of the total amount of the Proposal, (If alternative Proposals are submitted, such bid security shall be based on the amount of the highest cost proposal.) Such security shall be in the form of a certified check, cashier's check, or irrevocable letter of credit payable to the District, or a bid Bond in the form included as document 05a and issued by a corporate surety licensed to do business in the State of Oregon. No Proposal shall be considered unless accompanied by such bid security. The bid security shall be, and shall remain, the property of the District as liquidated damages in the event that the successful Proposer should fail or refuse to enter into a contract and furnish the required performance security **within ten (10) days of the delivery of the Notice of Award to such Proposer.** Bid security of unsuccessful Proposers will be returned following bid award. Bid security of the successful Proposer will be returned when the final Contract is fully executed and performance security received.
- 12.2 **PERFORMANCE BOND.** A Performance Bond in the amount of 100% (one hundred percent) of the Contract Price with a corporate surety approved by the District is required for the faithful performance of the Contract. A sample performance bond is set forth in 05b Performance Bond.
- 12.3 An attorney-in-fact who signs the Performance Bond must file with each Bond a certified and effective dated copy of his or her power of attorney.
- 12.4 The party to whom the Contract is awarded will be required to **execute the Agreement and obtain the Performance Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer.** The Notice of Award shall be accompanied by the necessary Agreement and Bond forms.
- 12.5 Upon receipt of acceptable Performance Bond and Agreement signed by the party to whom the Agreement was awarded the District shall issue a Notice to Proceed.

13. PROPOSAL EVALUATION

The District will conduct a comprehensive, fair, and impartial evaluation of all Proposals submitted in response to this RFP. The successful Proposer will be selected by the District based on evaluation factors outlined in this Section.

13.1 Schedule of Events

The District has established the following anticipated sequence of events and tentative schedule dates for this process. All dates set forth in the chart below and elsewhere in this RFP are subject to change in the sole discretion of the District.

Date	Day	Item	Time	
June 12, 2019	Tuesday	1		Request for Proposal Distributed
June 21, 2019	Friday	2	5:00 p.m., PT	Deadline for Submission of Questions
June 28, 2019	Monday	3	5:00 p.m., PT	Answers to Questions Returned
July 9, 2019	Tuesday	4	2:00 p.m., PT	Proposals Due
July 9-12, 2019		5		Proposal Evaluations/Contract Negotiations
July 15, 2019	Monday	6		Consideration and Approval of the Board of Directors - Issue Intent to Award
July 15, 2019	Monday	7		Contract Awarded
July 22, 2019	Monday	8		Contract Executed
Receipt of Performance Bond	Est Monday	9		Notice to Proceed Issued*

* Contingent upon receipt of Performance Bond – preferably by Monday July 22nd, 2019

13.1.1 Proposer Questions Due

All requests for clarification or additional information regarding this Request for Proposal must be submitted to the District by **5:00 p.m., Pacific Time on June 21, 2019**. Technical questions must be submitted in writing via **e-mail** to the following address:

Marc Thalacker
Project Manager
Three Sisters Irrigation District
Phone: 541-549-8815
Cell: 541-419-5850
Email: manager@tsidweb.org

The District will then research the questions and email the Questions and Answers no later than **5:00 p.m., Pacific Time, on June 28, 2019**.

13.1.2 Answers to Questions Posted

Answers to all Proposer questions received by the due date will be emailed to all Proposers on the date and at the time indicated.

13.1.3 Proposals Due

Proposals are due by 2:00 p.m., Pacific Time on the date specified in Paragraph 10.1 of this document. See submission requirements in Section 10 of this document.

13.1.4 Site Visits May Be Conducted

The District reserves the right to visit at least one client site for each of the short-listed Proposers. These site visits are intended to gather further information regarding the Proposer's performance and the suitability of the product. Proposer staff need not be present during the site visits but may be asked to facilitate meetings prior to their occurrence.

13.1.5 Proposer Finalist Identified

Based upon the content of the Proposals, reference checks, site visits (if applicable) and other discovery work, the District will proceed with a more detailed review of the equipment offered by the highest evaluated Proposer.

This RFP will remain open during this review. The District may decide at any point in the process to conduct a similar review of the equipment proposed by the next most highly ranked Proposer, and so on until it achieves a satisfactory result, or may reject any or all Proposals with or without re-advertising for new Proposals.

13.1.6 Contract Negotiations Completed

The District will conduct discussions with the most highly evaluated Proposer as necessary to clarify or negotiate proposal points, contract terms and conditions, and contract price. These negotiations may include face-to-face discussions at the District offices. If negotiations are not successfully completed in a timely fashion, the District may, in its sole discretion, undertake contract negotiations with one or more lesser-ranked Proposers, or reject all Proposals with or without requesting new Proposals for the Work.

13.1.7 Consideration and Approval of the Board of Directors

Following the successful conclusion of contract negotiations with the preferred Proposer, District staff will prepare a recommendation for award of the necessary contract(s) to the preferred Proposer, for consideration and approval by the District's Board of Directors in accordance with applicable law. The Board may, in its sole discretion, request further information from staff regarding one or more of the Proposals received or undertake additional evaluation activities or negotiations with respect to the preferred Proposer or any other Proposer, following which a modified recommendation may be presented to the Board of Directors in accordance with its direction.

13.1.8 Contract Award and Execution

The Notice to Proceed will be issued upon receipt by the District of the Performance Bond and signed contract. **If the District has not received the signed contract and performance bond within ten (10) days of execution of the contract by the District, it reserves the right to liquidate the bid bond and consider another Proposer.** If for any reason the Notice to Proceed cannot be issued within this period, the time may be extended by mutual agreement between the District and the selected Proposer.

13.2 Evaluation Criteria

The District intends to award a contract to the Proposer who offers the best combination of equipment features, risk avoidance and price, all as determined by the District in its sole discretion. In rendering this decision, the following evaluation criteria, which are set forth in order of priority, will be utilized as a general guideline:

	Criteria	Up to Points
	Proposal Cost	30
	Guaranteed Annual Power Production	20
	Schematics / Sketches	10
	McKenzie Proposal Project Description	10
	Major Procurement Items	10
	Warranty	10
	QA & QC Testing Specifications	10
	Schedule	10
	Financial and Personnel Capacity	8
	Key Personnel Experience	6
	Past Project Descriptions	6
	Proposer Experience	6
	References	6

s the right to conduct other evaluations and measurements of Proposer responses as may be required in order to render an informed and optimal decision. While the District may engage in various activities during the initial stages of the evaluation process for the purpose of arriving at a preliminary ranking of proposals, including but not limited to the assignment of numerical scores to various proposals based on the criteria set forth above, such preliminary “scoring” activities, if utilized by the District, shall not necessarily be dispositive with respect to the final evaluation outcome and the District reserves its discretion to make a final decision to procure the equipment which provides, in the sole discretion of the District, the best combination of equipment features, risk avoidance and price.

14. EXECUTION OF CONTRACT FORMS

All required forms necessary to execute this Contract (except for the actual bonds) will be prepared as two (2) original documents, to be distributed to the District and the selected Proposer. Additional copies required for the Proposer’s surety or for other purposes will be supplied upon request.

15. CONTACT WITH THE DISTRICT

The District is committed to maintaining the highest level of integrity concerning business performance relative to this Proposal and review process. Accordingly, Proposers, as well as their agents, liaisons, advocates, representatives or others promoting their position, are limited to contact with the parties specified in Paragraph 13.1.1. Following the deadline for submission of Proposals, to the extent authorized by District representative[s], Proposers may communicate with specified District personnel as necessary to proceed with contract negotiations and perform other activities associated with the Proposal evaluation and recommendation process.

Prior to the deadline for submission of Proposals, all questions, along with the District's responses, will be posted on the District's web site for review by all participating Proposers. Following the deadline, the District may communicate individually with one or more Proposers as part of the Proposal evaluation process, as more fully described in Section 13.

16. EXCEPTIONS TO SPECIFICATIONS OR CONTRACT TERMS AND CONDITIONS

To be responsive to this RFP, proposals must (except as otherwise expressly provided below) conform to the requirements set forth in this RFP, including but not limited to the Contract Terms and Conditions set forth in General Conditions and Supplemental General Conditions.

Although the specifications stated in the RFP represent the District's anticipated needs, there may be instances in which it is in the District's interest to permit exceptions to specifications and accept alternatives. It is extremely important that the Proposer make very clear where exceptions are taken to the specifications set forth throughout this RFP and how the Proposer will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of the District's specifications must be clearly identified as such in the Proposal together with reasons for taking exception. If the Proposer does not make clear that an exception is being taken, the District will assume the Proposal is responding to and will meet the specification as written.

In addition, where the Proposer is not willing to accept the District's Contract Terms and Conditions, the Proposal must enumerate the specific clauses that the Proposer wishes to amend or delete and submit in writing proposed alternative wording for consideration by the District. The District reserves the right, in its sole discretion, to accept, reject, or negotiate mutually acceptable modifications to any or all of such proposed alternative language.

17. REQUEST FOR PROPOSALS TERMS AND CONDITIONS

The terms and conditions under which the Proposal will be made are detailed within this Section.

17.1 Certain District Rights and Procurement Conditions.

By responding to this RFP, Proposers acknowledge and consent that the District reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions with regard to this RFP:

- 17.1.2 To terminate the procurement process by written notice to the Proposers for any reason whatsoever.
- 17.1.3 To decide not to award a contract as a result of this procurement process, for any reason.
- 17.1.4 To waive any defect, technicality or any other informality or irregularity in any Proposal.
- 17.1.5 To change or alter the schedule for any events associated with this procurement process, and a Proposer by submitting a Proposal agrees to be bound by any schedule modification made by the District.

- 17.1.6 To eliminate any Proposer who submits an incomplete or inadequate response, or is not responsive to the requirements of this RFP, or is otherwise deemed to be unqualified during any stage of the procurement process.
- 17.1.7 To require Proposers to send representatives to the District for interviews and presentations.
- 17.1.8 To conduct clarification discussions and/or negotiations, at any time, with one or more Proposers.
- 17.1.9 Without prior notice, to supplement, amend or otherwise modify this RFP, or otherwise request additional information.
- 17.1.10 To visit and examine any of the installed equipment referenced in the Proposal(s), and to observe and investigate the operations of such equipment.
- 17.1.11 Throughout the procurement process, to conduct investigations with respect to the qualifications and experience of each Proposer included in its Proposal and to request additional evidence to support any such information, and require the Proposer to furnish to District all such information and data for this purpose as the District may reasonably request.
- 17.1.12 To take any action affecting the RFP process or the District's acquisition of the turbine/generator and associated equipment and services as more fully described herein.
- 17.1.13 Neither the District, its Directors, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.
- 17.1.14 The District accepts no liability for the costs and expenses incurred by the Proposers in responding to the RFP, responses to clarification requests and resubmittals, potential interviews, clarification meetings, and/or negotiations. Each Proposer that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the District for the costs and expenses associated with the process.

17.2 Basis for Proposal

Only information supplied by the District in writing through the specified RFP contacts should be used in the preparation of Proposer Proposals.

Only replies by formal addenda shall be binding. Oral and other interpretations or clarifications shall not be binding. Proposers must acknowledge all addenda by signing and including such documents in the Proposal.

17.3 Disclosure of Proposal Contents

All Proposals received in response to the RFP will become the property of the District and will not be returned. If a Proposer believes that any portion of its

Proposal is exempt from disclosure to third parties, the Proposer must clearly label the specific portions sought to be kept confidential and specify the statutory exemption that the Proposer is relying upon. Marking all or substantially all of a Proposal as confidential may result in the response being considered non-responsive by the District.

The District will make reasonable efforts to maintain the confidentiality of any such items that are marked as confidential in accordance with the requirements of this Request for Proposals. However, the District does not guarantee that such material will not become available to third persons or the public generally. If the District is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any confidential information supplied to it by a Proposer, the District will provide the Proposer with prompt notice of such request(s) so that the Proposer may seek an appropriate protective order. Proposers, by submitting a Proposal, expressly acknowledge and agree that the District will not be responsible or liable in any way for any losses that a Proposer may suffer from any disclosure of information or materials to third parties.

17.4 Late Proposals

Proposals must be received at the specified location on or before the published deadline date and time specified. Any Proposal received after the time and date set for receipt of proposals will be deemed non-responsive and will not be considered. The delivery of the Proposal to the District by the due date and prior to the time specified therein is solely and strictly the responsibility of the Proposer.

17.5 Signing of Proposals

The submission and signature of a Proposal shall indicate the intention of the Proposer to be bound by the provisions described in this RFP.

17.6 Conflict of Interest

All potential conflicts of interest between the Proposer and the District must be specifically identified and fully disclosed in the Proposal. Potential conflicts of interest include, but are not limited to, influential personal relationships between the Proposer and the District, and their employees, agents, subsidiaries, and parent organizations.

17.7 District Ownership of Proposals

All documents submitted in response to this RFP will become the property of the District. The District reserves the right to make photocopies of each Proposal in connection with the evaluation process.

17.8 Withdrawal of Proposals

Proposals may be withdrawn by written or email notice received by the District prior to the hour and date specified for receipt of Proposals, or in person by a Proposer of his or her authorized representative, provided the Proposer's identity is made known and he or she signs a receipt for the Proposal.

17.9 Modification of Proposals

A Proposer must submit a modified Proposal before the deadline for receipt of proposals. Such proposals must be complete replacements of a previously submitted Proposal and must be clearly identified as such in the transmittal letter. The District will not merge, collate, or assemble proposal materials.

17.10 Proposal Offer Firm

Responses to this RFP, including cost, will be considered firm for sixty five (65) days after the due date for receipt of Proposals. **All Proposals must include a statement to that effect.** If, for any reason, the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement of the District and the Proposer.

17.11 Consideration of Proposals

Discussions may be conducted with Proposers for the purpose of clarification to ensure full understanding of the Proposer's Proposal, negotiation of Contract terms and conditions, and/or consideration of proposed exceptions to the specifications or of alternate proposals. In conducting such discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Proposers.

17.12 Errors, Ambiguities or Omissions

If any Proposer discovers any errors, discrepancies, conflicts, ambiguities in, or omissions from this Request for Proposal, any of the documents forming part of or relating to this Request for Proposal, and/or any of the Contract Documents, or if any Proposer is in doubt about the meaning of any portion of any of such documents, the Proposer shall immediately provide written notice thereof to the District's Project Manager, as more fully set forth in Paragraph 13.1.1. The Project Manager's decision with respect to such matters shall be final and binding upon all Proposers.

The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other document shall in no way relieve any Proposer from any obligation with respect to the Proposer's proposal or any Contract which may be entered into by and between the Proposer and the District. The Proposer understands and agrees that the Proposer is responsible for ensuring that the Proposer has received and reviewed all addenda issued subsequent to the release of the Request for Proposal. Any such addendum shall form a part of this Request for Proposal and will be distributed to all Proposers.

17.13 Award and Execution of Contract

The award of the Contract, if an award is made, will be authorized by the District's Board of Directors as more fully set forth in Section 13. The Contract award shall not become effective until the Contract has been executed by the Proposer and the District and the necessary bonds and evidence of insurance, as required under the Contract Documents, has been provided.