



**CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT**

**INVITATION FOR BIDS  
IFB PTD19-010**

**TRANSIT FURNITURE MANUFACTURING AND INSTALLATION  
REQUIREMENTS CONTRACT**

**Procurement Officer:  
James Ho  
302 N. 1<sup>st</sup> Avenue, Suite 900  
Phoenix, AZ 85003  
Phone: (602) 256-3239  
[j.ho@phoenix.gov](mailto:j.ho@phoenix.gov)**

**Issue Date: February 3, 2020**



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**EXHIBITS:**

- Exhibit A T2050 Standard Unit Spec
- Exhibit B T2050 Deluxe Unit Spec
- Exhibit C T2050 Accessory Unit Spec
- Exhibit D City of Phoenix Standard Detail P1230
- Exhibit E City of Phoenix Standard Detail P1260
- Exhibit F City of Phoenix Standard Detail P1262
- Exhibit G MAG Detail 222
- Exhibit H Inspection Checklist



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**Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist offerors, but offerors are expected to read and comply with the entire solicitation.**

### **SOLICITATION RESPONSE CHECK LIST**

Check off each of the following as the necessary action is completed.

- All forms have been completed and signed, including Solicitation Disclosure form.
- All of Section VI, Submittals, are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, and the offer opening date.
- Mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



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**1.1. INTRODUCTION**

The City of Phoenix Public Transit Department (CITY) is requesting sealed bids from qualified bidders for the manufacturing of transit furniture, based on a design developed in partnership with Arizona State University, and installation of the furniture as described in the scope of work, in accordance with the terms, conditions and specifications contained herein.

This procurement is solicited under the authority of Phoenix City Code, Chapter 43 and Administrative Regulation 3.10.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

**1.2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION**

Vendors should be registered in the CITY’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure>. The CITY may, at its sole discretion, reject any offer from an Offeror who has not registered in the CITY’s e-Procurement system.

**1.3. SCHEDULE OF EVENTS**

<b>ACTIVITY (All times are local Phoenix time)</b>	<b>DATE</b>
Pre-Offer Conference and Site Visit	February 10, 2020 at 11:00 AM MST (Phoenix local time)  City of Phoenix Public Transit Department 302 N. 1 <sup>st</sup> Ave., Suite 900 Phoenix, AZ 85003  Conference Room 9A
Written Inquiries Due Date	February 19, 2020 at 2:00 PM MST (Phoenix local time)  <a href="mailto:j.ho@phoenix.gov">j.ho@phoenix.gov</a>



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Offer Due Date and Submittal Location	<p>March 5, 2020 at 2:00 PM MST (Phoenix local time)</p> <p>City of Phoenix Public Transit Department 302 N. 1<sup>st</sup> Avenue, Suite 900 Phoenix, AZ 85003</p>
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*Site Visit to immediately follow the pre-offer conference. Offerors' staff are responsible for their own transportation to/from the site, and must provide a government-issued form of identification to on-site security staff in order to gain visitor access.*

The CITY reserves the right to change dates and/or locations as necessary.

**1.4. SITE VISIT**

A one-time site visit will be conducted immediately following the pre-offer conference to allow offerors to view prototype transit furniture manufactured during development of the designs. The viewing of prototype transit furniture is provided for demonstrative purposes only and such viewing does not replace, append, or otherwise modify the final designs as provided in Exhibit A – T2050 Standard Unit Spec, Exhibit B – T2050 Deluxe Unit Spec, or Exhibit C – T2050 Accessory Unit Spec.

Offerors will receive site visit information and directions at the pre-offer conference. Offerors are responsible for their own transportation to the sites.

**1.5. PREPARATION OF OFFER**

1.5.1. All forms provided in Section VI – Submittals must be completed and submitted with the offer. The signed and completed Conflict of Interest and Solicitation Transparency Disclosure Form must be included or the offer may be deemed non-responsive.

1.5.2. It is permissible to copy Section VI – Submittals forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due time and date. The CITY is not responsible for Offeror's errors or omissions.

1.5.3. All time periods stated as a number of days will be calendar days, unless otherwise stated.

1.5.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers



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no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
- C. Promptly notify the CITY of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and such other related documents.

- 1.5.5. The CITY does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the CITY and will not be returned.
- 1.5.6. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation.
- 1.5.7. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the CITY's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The CITY will be the sole judge as to the acceptability of alternate products offered.
- 1.5.8. Unless the solicitation specifically allows, omissions or alterations of the pricing schedule will be sufficient grounds for the CITY to consider the offer to be non-responsive.
- 1.5.9. Prices will be submitted on a per-unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

### **1.6. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA**

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the



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Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Public Transit Department, 302 N. 1<sup>st</sup> Avenue, Suite 900, Phoenix, AZ, 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their offer.

### **1.7. EXCEPTIONS**

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the CITY's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The CITY encourages Offerors to send inquiries to the procurement officer prior to the solicitation due date and time rather than including exceptions in their Offer.

### **1.8. INQUIRIES**

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The CITY may not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of CITY's staff from date of distribution of this solicitation until after Phoenix City Council awards the contract. All questions concerning or issues related to this solicitation must be presented **in writing**.

The Procurement Officer will answer written inquiries in an addendum and publish any addenda on the CITY's Procurement Website.

### **1.9. ADDENDA**

The CITY will not be responsible for any oral instructions made by any employees or officers of the CITY regarding this solicitation. Any changes will be in the form of an addendum.

The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.

### **1.10. BUSINESS IN ARIZONA**

The CITY will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the CITY.

### **1.11. LICENSES**



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If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

### **1.12. CERTIFICATION**

By signature in the offer section of the Offer Page, Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

### **1.13. SUBMISSION OF OFFER**

Offers must be in possession of the Public Transit Department's front desk at 302 North 1st Avenue, Suite 900, Phoenix, AZ 85003 on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the Public Transit Department's date stamp clock at the front desk.

Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Offeror's Name
- Offeror's Address (as shown on the Offer Page)
- Solicitation Number
- Solicitation Title
- Offer Opening Date

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in Section VI – Submittals.

### **1.14. WITHDRAWAL OF OFFER**

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative.

### **1.15. OFFER RESULTS**

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and





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other information received in response to the solicitation will be shown only to authorized CITY personnel having a legitimate interest in them or persons assisting the CITY in the evaluation. Offers are not available for public inspection until after the CITY has posted the award recommendation on the CITY's website.

The CITY will post a preliminary offer tabulation on the CITY's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the opening. The CITY will post the information on the preliminary tabulation as it was read during the offer opening. The CITY makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the CITY has evaluated the offers, the CITY will post an award recommendation on the website. The CITY may not provide any further notification to unsuccessful Offerors.

### **1.16. PRE-AWARD QUALIFICATIONS**

- 1.16.1. Responsible offerors shall have three (3) or more years of recent and relevant experience comparable in size, quantity and type of metal fabrication and concrete work as specified in this scope of work. Offerors shall demonstrate this by inclusion of Years in Business and References Forms, and submit this with their offer submittal.
- 1.16.2. Upon notification of an award, the Offeror will have 10 calendar days to submit a complete certificate of insurance in the minimum amounts and coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

### **1.17. AWARD OF CONTRACT**

- 1.17.1. Unless otherwise indicated, award will be made to the lowest responsive, responsible Offeror who is established in the provision of goods and services contained in this solicitation and who has demonstrated the ability to perform in an acceptable manner.
- 1.17.2. Notwithstanding any other provision of this solicitation, the CITY reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- 1.17.3. A response to a solicitation is an offer to contract with the CITY based upon the terms, conditions, and specifications contained in the CITY's solicitation. Offers do not become contracts until they are executed by the Public Transit Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

### **1.18. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST**



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The CITY reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the CITY. This disqualification is at the sole discretion of the CITY. Any Offeror submitting an offer herein waives any right to object now or at any future time, before any agency or body, including but not limited to, the City Council of the City of Phoenix or any court

### 1.19. SOLICITATION TRANSPARENCY POLICY

1.19.1. Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the CITY's intent to reissue the same or similar solicitation.

1.19.2. As long as the solicitation is not discussed, Offerors may continue to conduct business with the CITY and discuss business that is unrelated to the solicitation with the CITY staff. Offerors may not discuss the solicitation with any CITY employees or evaluation panel members.

1.19.3. Offerors may discuss their Offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

1.19.4. With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the evaluation committee or selecting authority must be provided in writing to all prospective Offerors.

1.19.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received from the CITY for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

1.19.6. "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the



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solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

### **1.20. PROTEST PROCESS**

- 1.20.1. Offeror may protest the contents of a solicitation no later than seven 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-bid.
- 1.20.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 1.20.3. Offeror may protest an adverse determination issued by the CITY regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 1.20.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The CITY will post recommendations on the CITY's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the CITY's full and final discretion.
- 1.20.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
  - Identification of the solicitation number;
  - The name, address and telephone number of the Protester;
  - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
  - The form of relief requested; and
  - The signature of the Protester or its authorized representative.
- 1.20.6. The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The CITY will not request Phoenix City Council authorization to award the Contract until the protest process is completed. All protests and appeals must be submitted in accordance with the



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CITY's Procurement Code (Phoenix City Code, Ch. 43) and Administrative Regulation 3.10 and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

### **1.21. PUBLIC RECORD**

All Offers submitted in response to this solicitation will become the property of the CITY and become a matter of public record upon the posting of the award recommendation and will be available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its offer is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offeror as "confidential" available to the public unless such information is necessary to support the evaluation process or is specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the party that provided the documents that a request or requirement to produce the documents has been received. Notice will be given as soon as practicable, and may include facsimile transmission, electronic mail and/or regular mail. Immediately upon notification, the document provider shall identify the documents that it desires to remain confidential. The document provider may then take such measures as it deems necessary, at the document provider's sole cost and expense, to protect the documents against disclosure. If the document provider fails to obtain and provide to the CITY a court order prohibiting disclosure of the requested documents within seven days after receiving notice of the request for disclosure, the CITY will deem the document provider to have consented to the disclosure, and the requested documents or information may be disclosed by the CITY.

### **1.22. LATE OFFERS**

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the CITY will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being late.

### **1.23. RIGHT TO DISQUALIFY**

The CITY reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The CITY reserves the right to replace the disqualified Offeror.

The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City.



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By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

### **1.24. CONTRACT AWARD**

The CITY reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the CITY. The CITY reserves the right to multiple award.

### **1.25. DETERMINING RESPONSIVENESS AND RESPONSIBILITY**

1.25.1. Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The CITY reserves sole discretion to determine responsiveness and responsibility.

1.25.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

1.25.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the CITY in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the CITY may determine the Offer to be nonresponsive.

1.25.4. Responsibility: To obtain true economy, the CITY must conduct solicitations to minimize the possibility of a subsequent default by CONTRACTOR, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, compliance with public policy, skill, capacity, experience, record of past performance, financial and technical resources, and facilities for conducting the work to be performed.

1.25.5. The Procurement Officer will review each Offer to determine if the Offeror is responsible. The CITY's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), any information at the CITY's request and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the CITY deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the CITY as it deems



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necessary. A review of responsibility may occur up to contract award.

- 1.25.6. The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

### **1.26. EQUAL LOW OFFER**

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

### **1.27. OFFEROR CERTIFICATION**

By submission of an offer, the Offeror certifies that it has not paid or agreed to pay any fee, commission, or other item of value contingent on the award of a Contract to any employee, official or current consultant of the CITY.



**SECTION II – STANDARD TERMS AND CONDITIONS**

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**2.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION**

<b>Shall, Will, Must:</b>	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the offer as non-responsive.
<b>Should:</b>	Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the offer without the information.
<b>May:</b>	Indicates something that is not mandatory but permissible.
For purposes of this solicitation, the following definitions shall apply:	
“ADA”	Americans with Disabilities Act Amendments Act of 1990, as amended.
“A.R.”	City of Phoenix Administrative Regulation
“A.R.S.”	Arizona Revised Statute
“Authorized Signee”	The person who is executing the Contract for the Offeror and is authorized to bind the Offeror.
“Buyer or Procurement Officer”	City of Phoenix staff person responsible for the solicitation. The CITY employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for ensuring compliance with the terms of the Contract.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a Contract by the City of Phoenix.
"Contract/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
“Contract Administrator”	The CITY employee responsible for monitoring and overseeing the Contractor’s performance and ensuring compliance with the terms of the Contract.
“Days”	Means calendar days unless otherwise specified.
“Employer”	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
“EPA”	Environmental Protection Agency.
“Fiscal Year”	A year that begins on July 1 and ends in the following year on June 30.



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“Offer or Proposal”	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as Offer, proposal, quotation or tender.
“Offeror or Proposer”	Any person or firm submitting an offer in response to a solicitation such as an Invitation for Bid (IFB).
“Performance”	The ability of an Offeror to comply with the contract requirements and to function in a reliable and otherwise satisfactory manner under actual operating conditions. Also, the ability of an Offeror to comply, during the expected Contract life, with all contractual terms and conditions specified in this IFB.
“Phoenix Public Transit”	A department within the City of Phoenix that owns and operates transit service for the CITY; the largest member of the regional transit system (Valley Metro).
“Public Transit Director”	The person who has the capacity to execute the Contract for the CITY and has complete and final authority except as limited herein.
“Solicitation”	This Invitation for Bid (IFB) and all associated addenda and attachments.
“Suppliers”	Firms, entities or individuals furnishing goods or services directly to the CITY.
“Vendor or Seller”	A seller of goods or services.
“Work/Service/Program/Project/Solution”	Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by Contractor in accordance with achieving the specification and requirements for which the CITY has contracted with Contractor as called for by the agreement and necessary to the completion thereof.
“Working Days”	Normal business days of CITY offices, unless otherwise specifically noted.

**2.2. CONTRACT INTERPRETATION**

**2.2.1. APPLICABLE LAW**

This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

**2.2.2. CONTRACT ORDER OF PRECEDENCE**

In the event of a conflict in the provisions of the Contract, as accepted by the CITY and as they may be amended, the following will prevail in the order set forth below:

- 2.2.2.1. Special terms and conditions
- 2.2.2.2. Standard terms and conditions





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- 2.2.2.3. Amendments
- 2.2.2.4. Statement or scope of work
- 2.2.2.5. Specifications
- 2.2.2.6. Attachments
- 2.2.2.7. Exhibits
- 2.2.2.8. Instructions to Contractors
- 2.2.2.9. Other documents referenced or included in the Solicitation

### **2.2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER**

The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by Contractor in the performance of Contractor's obligations under the agreement are considered to be CITY's employees and that no rights of CITY civil service, retirement or personnel rules accrue to such persons. Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the CITY harmless with respect thereto.

### **2.2.4. SEVERABILITY**

The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

### **2.2.5. NON-WAIVER OF LIABILITY**

The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the CITY agrees to limit in advance or waive any right the CITY might have to recover actual lawful damages in any court of law under applicable Arizona law.

### **2.2.6. PAROL EVIDENCE**

This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

## **2.3. CONTRACT ADMINISTRATION AND OPERATION**



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### 2.3.1. RECORDS

All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the CITY for five years after completion of the contract. Such records will be produced at a CITY office as designated by the CITY.

Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

### 2.3.2. DISCRIMINATION PROHIBITED

Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, 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 supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

### 2.3.3. EQUAL EMPLOYMENT OPPORTUNITY AND PAY

In order to do business with the CITY, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

**For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, 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 further agrees that this clause will be



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incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

**For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

**2.3.4. LEGAL WORKER REQUIREMENTS**

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:



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- A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
- B. A breach of a warranty under paragraph A will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- C. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that Contractor or subcontractor is complying with the warranty under paragraph A.

**2.3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS**

Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the CITY.

At the request of CITY representatives, Contractor will provide the CITY:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by Contractor in this contract.
- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The CITY will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by Contractor or subcontractor. The CITY will also have the right to inspect operations conducted by Contractor or subcontractor in the performance of this agreement. The CITY further reserves the right to make unannounced inspections of Contractor's facilities (during normal business hours).

**2.3.6. COMPLIANCE WITH LAW**

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the CITY. Contractor agrees to permit CITY inspection of Contractor's business records, including personnel records to verify any such compliance.

Because Contractor will be acting as an independent contractor, the CITY assumes no responsibility for Contractor's acts.

**2.3.7. LAWFUL PRESENCE REQUIREMENT**

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a CITY-provided affidavit



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affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the CITY will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

### **2.3.8. CONTINUATION DURING DISPUTES**

Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

### **2.3.9. EMERGENCY PURCHASES**

The CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by Contractor.

## **2.4. COSTS AND PAYMENTS**

### **2.4.1. GENERAL**

Any prompt payment terms offered must be clearly noted by Contractor on all invoices submitted to the CITY for the payment of goods or services received. The CITY will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

### **2.4.2. PAYMENT DEDUCTION OFFSET PROVISION**

Contractor acknowledges that the City Charter requires that no payment be made to any contractor as long as there is an outstanding obligation due to the CITY. Contractor agrees that any obligation it owes to the CITY will be offset against any payment due to Contractor from the CITY.

### **2.4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR**

The CITY will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

### **2.4.4. DISCOUNTS**

Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

### **2.4.5. NO ADVANCE PAYMENTS**

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the scope of work for subscription services.



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**2.4.6. FUND APPROPRIATION CONTINGENCY**

Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. Contractor and the CITY herein recognize that the continuation of any contract after the close of any given fiscal year of the CITY, which ends on June 30 of each year, will be subject to the approval of the budget of the CITY providing for or covering such contract item as an expenditure therein. The CITY does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

**2.4.7. MAXIMUM PRICES**

The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

**2.4.8. F.O.B. POINT**

All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

**2.5. CONTRACT CHANGES**

**2.5.1. CONTRACT AMENDMENTS**

Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of Contractor. No verbal agreement or conversation with any officer, agent, or employee of the CITY either before or after execution of the Contract, will affect or modify any of the terms or obligations contained or to be contained in the Contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the CITY or Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

**2.5.2. ASSIGNMENT – DELEGATION**

No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the CITY, and no delegation of any duty of Contractor will be made without prior written permission of the CITY, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

**2.5.3. NON-EXCLUSIVE CONTRACT**



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Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the CITY. The CITY reserves the right to obtain like goods or services from another source when necessary.

**2.6. RISK OF LOSS AND LIABILITY**

**2.6.1. TITLE AND RISK OF LOSS**

The title and risk of loss of material or service will not pass to the CITY until the CITY actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

**2.6.2. ACCEPTANCE**

All material or service is subject to final inspection and acceptance by the CITY. Material or service failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to Contractor. If so returned, all costs are the responsibility of Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

**2.6.3. FORCE MAJEURE**

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**2.6.4. LOSS OF MATERIALS**

The CITY does not assume any responsibility, at any time, for the protection of or for loss of materials or services, from the time that the Contract operations have commenced until the final written acceptance of the work by the CITY.

**2.6.5. CONTRACT PERFORMANCE**

Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's



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authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

### **2.6.6. DAMAGE TO CITY PROPERTY**

Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the CITY at no cost to the CITY.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the CITY at Contractor's expense.

## **2.7. CITY'S CONTRACTUAL RIGHTS**

### **2.7.1. RIGHT TO ASSURANCE**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.

### **2.7.2. NON-EXCLUSIVE REMEDIES**

The rights and remedies of the CITY under this Contract are non-exclusive.

### **2.7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH**

Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

### **2.7.4. ON TIME DELIVERY**

Because the CITY is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery and installation must be made in accordance with the delivery schedule promised by Contractor.

### **2.7.5. DEFAULT**





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In case of default by Contractor, the CITY may, by written notice, cancel this Contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Offer and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

### **2.7.6. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the CITY will have the right to annul the Contract without liability or in its discretion to deduct from the Contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

### **2.7.7. COST JUSTIFICATION**

In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

### **2.7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS**

All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

## **2.8. CONTRACT TERMINATION**

### **2.8.1. GRATUITIES**

The CITY may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the CITY making any determinations with respect to the performing of such contract. In the event this contract is canceled by the CITY pursuant to this provision, the CITY will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

### **2.8.2. CONDITIONS AND CAUSES FOR TERMINATION**

2.8.2.1. This contract may be terminated at any time by mutual written consent, or by the CITY, with or without cause, upon giving 30-day written notice to Contractor. The CITY at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the CITY will be liable only for payment under the payment provisions of this contract



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for services rendered and accepted material received by the CITY before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the CITY after costs are claimed and allowed. The Contractor will submit detailed cost claims in an acceptable manner and will permit the CITY to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

2.8.2.2. The CITY reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The CITY will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the CITY, Contractor provides personnel who do not meet the requirements of the contract;
- In the opinion of the CITY, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- In the opinion of the CITY, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the CITY, Contractor fails to make progress in the performance of the requirements of the contract and/or give the CITY a positive indication that Contractor will not or cannot perform to the requirements of the contract.

### **2.8.3. CONTRACT CANCELLATION**

All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

### **2.9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES**

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the vendor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting



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your offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

**2.10. TAX INDEMNIFICATION**

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors

**2.11. TAX RESPONSIBILITY QUALIFICATION**

Contractor may be required to establish, to the satisfaction of CITY, that any and all fees and taxes due to the CITY or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

**2.12 NO ISRAEL BOYCOTT**

By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel



## SECTION III – SPECIAL TERMS AND CONDITIONS

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### **3.1 TERM OF CONTRACT**

The Contract will commence on or about May 1, 2020 and end on May 30, 2022.

### **3.2 FREE ON BOARD (FOB)**

Prices are FOB delivered, unloaded, and installed to various CITY locations. Contractor shall schedule delivery and installation with the CITY Contract Administrator.

### **3.3 PRICING**

All prices offered shall be firm and fixed for the entire term of the contract.

Charges for delivery, environmental fees, waste and disposal fees, and other miscellaneous charges shall not be imposed on the CITY and will not be paid. Invoices will be processed for contract prices only.

### **3.4 METHOD OF ORDERING**

Orders will be placed by email by authorized personnel against established blanket purchase orders.

### **3.5 METHOD OF INVOICING AND PAYMENT**

The CITY will compensate Contractor for satisfactory and complete performance of work under the Contract at the prices set forth in the Contract. Advance payments are not authorized. Payment will be made only for actual commodities and services that have been received.

**3.5.1** Contractor shall submit one invoice monthly and will be paid on a monthly basis in arrears. Each invoice must include the following required content:

- City purchase order number
- City contract number
- Invoice number and date
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Prompt payment terms

Invoices for reimbursement of CITY-approved components by Contractor must include a legible copy of the supplier's original invoice(s) (with prices shown) submitted to Contractor.

**3.5.2** Contractor will submit one invoice monthly for review to:



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City of Phoenix/Public Transit Department  
Attn: Transit Furniture Contract Administrator  
302 North First Avenue, Suite 900  
Phoenix, Arizona 85003

Following approval, Contractor will email the invoice in PDF format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov), copying the CITY's designated Contract Administrator. Each PDF attachment will contain only one invoice, although multiple PDFs may accompany an email. The email will be in plain text format free of any signatures or images (jpeg, bmp, etc.).

**3.5.3** A "remit to" address must also be on the invoice and must match the address on file with the CITY. Any changes to the remit to address must be updated by the vendor in its ProcurePHX vendor profile at <https://www.phoenix.gov/procure>.

**3.5.4** Payment of invoice(s) will be delayed if an invoice or supporting documentation submitted is incorrect or incomplete.

### **3.6 PARTIAL PAYMENTS**

Partial payments are authorized on individual purchase orders. Payment will be made for actual goods and services received and accepted by the City.

### **3.7 SUPPLIER PROFILE CHANGES**

It is the responsibility of the Contractor to promptly update their profile in procurePHX at [www.phoenix.gov/procure](http://www.phoenix.gov/procure). If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

### **3.8 ESTIMATED QUANTITIES OR DOLLAR AMOUNTS**

Quantities and dollar amounts listed are the CITY's best estimate and do not obligate the CITY to order or accept more than CITY's actual requirements during period of this agreement, as determined by actual needs. It is expressly understood and agreed that the Contract is to supply the CITY with its complete actual requirement for the Contract period.

### **3.9 AUTHORIZED CHANGES**

The CITY reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or



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extensions of delivery time will not be binding on the CITY unless evidenced in writing and approved by the Public Transit Director prior to the institution of the change.

**3.10 SUSPENSIONS OF WORK**

The Procurement Officer and the Contract Administrator reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

**3.11 HOURS OF WORK**

All work under this Contract shall accommodate transit service hours and shall be coordinated with the CITY's Contract Administrator. Any changes to the established schedule must have prior approval of the CITY's Contract Administrator.

**3.12 POST AWARD CONFERENCE**

A post award conference may be held by the Contract Administrator prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

**3.13 PERFORMANCE INTERFERENCE**

Contractor shall notify the CITY's Contract Administrator immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

Department Contact:

Contract Administrator: Provided after contract award.

Phone: Provided after contract award.

**3.14 ADVERTISING**

Contractor will not advertise or publish news releases concerning this Contract without the prior written consent of the Public Transit Director, and the CITY will not unreasonably withhold permission.

**3.15 EXCLUSIVE POSSESSION**

All services, information, computer program elements, reports, and other deliverables which may be created under this Contract are the sole property of the City of Phoenix and shall not be used or released by Contractor or any other person except with prior written permission by the CITY.

**3.16 STRICT PERFORMANCE**



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Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

### **3.17 LICENSES AND PERMITS**

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

### **3.18 MISCELLANEOUS FEES**

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided in the bid price schedule.

### **3.19 LIQUIDATED DAMAGES**

If Contractor fails to perform the services within the time specified in their contract, or any extension thereof, the actual damages to the CITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, Contractor shall pay to the CITY as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$100. CITY may terminate this contract in whole or in part as provided in the "Default" provision. In that event, Contractor shall be liable for such liquidated damages accruing until such time as the CITY may reasonably obtain delivery or performance of similar supplies and services. Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of Contractor. The Public Transit Department Director will be the sole judge in determining the liquidated damages.

### **3.20 PROCUREMENT REPORTS**

Contractor shall electronically prepare and submit a procurement report in a format acceptable to the City upon request. Other reports may be requested by the City as deemed necessary.

### **3.21 WARRANTIES**

#### **3.21.1 GUARANTEE**

Unless otherwise specified, all items shall be guaranteed for a minimum period of one year from date of acceptance by the CITY against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by Contractor at no obligation to the CITY except where it be shown that the defect was caused by misuse and not by faulty design or installation.



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**3.21.2 QUALITY**

Contractor expressly warrants that all goods or services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked, and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which CITY intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to the samples submitted to CITY. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to CITY, its successors, and assigns.

**3.21.3 RESPONSIBILITY FOR CORRECTION**

It is agreed that Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the CITY first priority. Contractor agrees that if the good or service offered does not comply with the foregoing, the CITY has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the CITY.

**3.21.4 LIENS**

Contractor shall hold the CITY harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the CITY will make payment.

**3.21.5 QUALITY OF STANDARDS OF MATERIAL AND SERVICES**

If desired by the CITY, goods/services offered shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the CITY to determine that the material(s) offered conform to the solicitation specifications. The cost of testing, dissection or analysis shall be borne by the offeror.

**3.21.6 REPAIR AND REPLACEMENT PARTS**





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Repair or replacement parts for existing equipment may be accomplished by Contractor using other than original equipment manufacturers (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

### **3.21.7 WORKMANSHIP**

Where not more specifically described in this Contract, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

### **3.21.8 SINGLE SOURCE FOR WARRANTY WORK**

Contractor shall be fully responsible for any and all warranty work. In addition, Contractor shall have or establish a single local Phoenix source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for repairs within 24 hours after a written request by the CITY.

### **3.21.9 ADDITIONAL WARRANTY TERMS**

See Section 5.10 Warranty.

## **3.22 INDUSTRY STANDARDS**

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

## **3.23 FINAL INSPECTION AND APPROVAL**

Contractor will request the CITY's Contract Administrator conduct a site inspection after an individual installation is complete. The CITY's Contract Administrator may prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to Contractor.

After the "punch-list" items have been corrected, Contractor will request a final inspection with the CITY's Contract Administrator. Final installation approval is contingent upon the CITY's Contract Administrator's final inspection and written approval.

## **3.24 EMERGENCY TWENTY-FOUR HOUR SERVICE**

Emergency 24-hour service is to be provided by Contractor at no additional cost. Contractor shall provide an emergency contact person, with phone number, who is



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authorized to mobilize service to the CITY during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the CITY.

### 3.25 TYPES OF WORK SUPERVISION

Contractor shall provide on-site supervision and appropriate training to assure competent performance of the work and Contractor or authorized agent will make sufficient daily routine inspections to insure the work is performed as required by this contract. Contractor's job manager, supervisor and at least one employee on-site must be able to read job instructions and signs, as well as write and converse in English with management personnel.

### 3.26 CONTRACT OVERSIGHT

The CITY shall assign staff to provide day-to-day oversight of the contract. As described in Section V – Scope of Work, Contract Monitoring and on-site inspections will be conducted routinely to ensure compliance with the contract's terms and conditions.

### 3.27 CLEANING

Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by Contractor at Contractor's expense.

All materials, equipment, etc., shall be removed or safely stored. The CITY is not responsible for theft or damage to Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the CITY's Contract Administrator will be consulted.

### 3.28 EQUIPMENT/SAFETY

Contractor shall be responsible for providing and placing barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. Contractor and its employees must comply with the most current City of Phoenix Traffic Barricade Manual available on the CITY's website: <https://www.phoenix.gov/streets/traffic-management>. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of Contractor's employees and the public is of prime concern to the CITY, and Contractor must take all necessary steps to assure proper safety during the performance of Contractor.

### 3.29 ACCESS TO WORK AREA

The Contract Administrator will identify project areas, storage areas, and parking to be utilized by Contractor.



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**3.30 RIGHT-OF-WAY MANAGEMENT PROGRAM**

Pursuant to Phoenix City Code Ch. 31, Art. xiii, the Contractor must comply with the CITY Right-of-Way Management Program as outlined below and on the City of Phoenix website: <https://www.phoenix.gov/streets/traffic-management>. There are four components to right-of-way management:

A. **Certification:** Agencies wanting to set and/or remove temporary traffic control devices must go through a biennial training program. Call (602) 534-5369 to register for training.

B. **Impound Authority:** City has authority to remove and store traffic control devices in emergency situations or as a last resort if the owner will not pick them up.

C. **Civil Sanctions:** CITY has authority to issue fines for temporary traffic control violations. These civil sanctions are described below:

- \$1,500 Presents imminent risk of injury or death to the public within right-of-way (ROW)
- \$1,000 Restricting right-of-way (ROW) without proper certification or Temporary Use Permit
- \$1,000 Restricting traffic during peak traffic hours without authorization
- \$1,000 Failing to correct violation
- \$1,000 Unnecessarily restricting traffic at signalized intersections without active work occurring.
- \$ 500 Closing sidewalk improperly OR without proper Temporary Use Permit
- \$ 500 Violating the restriction limits, times, and locations of the right-of-way (ROW) Temporary Use Permit
- \$ 500 Missing/improper use of advance warning signs
- \$ 500 Missing/improper use of barricades
- \$ 250 Leaving advanced warning signs facing traffic AFTER restriction has been removed
- \$ 250 Leaving traffic control devices in the right-of-way (ROW) 24 hours AFTER permit expires
- \$ 250 Use of “unacceptable” traffic control material



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\$ 250 Rendering a bus stop inaccessible

- D. **Parking Meter Fees:** City has authority to charge fees for taking parking meters out of service, which includes a \$35 application fee and a \$10 charge for each meter per day.

**3.31 CONTRACTOR'S CORRECTION TIME**

With respect to Section 2.6.5, Contractor will have 48 hours (not 30 days) from the time that the City's Contract Administrator notifies Contractor that performance has become unsatisfactory to correct any specific instances of unsatisfactory performance.

**3.32 EMPLOYEE IDENTIFICATION**

All employees shall be dressed in clean, neat uniforms that bear the Contractor's name.

**3.33 ENVIRONMENTALLY PREFERRED PRODUCTS**

The CITY has adopted an Environmentally Preferable Purchasing Policy in an effort to protect human health and the environment and reduce operating expenses and potential liability associated with the use of hazardous materials.

The chemical products selected for use in this contract shall avoid physical and health hazards by adhering to either of the following requirements:

EITHER

Meet the most current criteria of one of the following standards, as applicable:

- EPA Design for the Environment (DFE),
- Green Seal GS-11 (paints & coatings),
- GS-11 (paints, coatings, stains and sealers)
- GS-34 (cleaning/degreasing agents),
- GS-36 (commercial adhesives),
- or GS-37, (institutional or industrial cleaners),

In lieu of requirement for logo use on product label and official certification under one of the programs above, a certified statement from Contractor indicating that product meets the criteria of the applicable standard shall be accepted as proof of compliance if supporting analytical test data are available to the CITY upon request.

OR, meet each of the following criteria:

- (pH) greater than 2.5 and less than 12 (for undiluted product).
- Flashpoint greater than 150 degrees F (for undiluted product).
- Stable, non-reactive.
- Rating of 2 or less in each hazard category in the National Fire Prevention Association (NFPA) or Hazardous Materials Identification System (HMIS)



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- Maximum of 50 g/L or 5% by weight volatile organic compound (VOC) content or comply with the California Air Resources Board's maximum allowable VOC limit for consumer products (listed at California Code of Regulations 94507-94517).
- Contain no known carcinogens, reproductive toxins, persistent bio accumulative toxins (PBTs), or ozone-depleting substances, or polybrominated flame retardants.
- Contain no hazardous waste toxins listed at 40 CFR 261.24 at concentrations that could require regulation of the material as a toxicity-characteristic hazardous waste.

The CITY maintains the right to request that contractors supply certification of compliance with the above. Safety Data Sheets shall be provided to the CITY upon request.

### **3.34 HAZARDOUS MATERIALS REQUIREMENTS – SDS**

Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients shall be accepted by the CITY. Contractor shall provide required safety and health training for CITY employees on each product offered and for proper product use, storage, and disposal, when requested by the CITY. Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the CITY. The cost for any requested training and disposal of used containers is included in the contract price. Contractor shall also accept returned product that was purchased as a result of this solicitation and for which the CITY no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned to Contractor at least 45 calendar days after the end of the project. All products must be labeled per 29 CFR 1910.1200.

### **3.35 CONFIDENTIALITY AND DATA SECURITY**

**3.35.1** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, the Contractor shall not disclose data generated in the performance of the service to any third person.

**3.35.2** Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and subject to Payment Card Industry Standards, if applicable. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

### **3.36 SPECIFICATIONS**

The specifications and drawings associated with this project are intended to generally describe the Work. Any additional materials or labor required for the complete project as



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intended shall be provided by Contractor, whether or not it has been detailed in these documents.

**3.37 OPTION FOR ADDITIONAL QUANTITIES**

The CITY reserves the right to add, change or delete quantities or items as circumstances may require.



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**4.1 INDEMNIFICATION**

Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ( "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ( "Claims") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the CITY. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

**4.2 INSURANCE REQUIREMENTS**

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The CITY in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

**4.2.1 MINIMUM SCOPE AND LIMITS OF INSURANCE**

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**4.2.1.1 Commercial General Liability – Occurrence Form**

Policy must include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000



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- Each Occurrence \$1,000,000

The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

4.2.1.2 Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

4.2.1.3 Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	

- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

Policy must contain a waiver of subrogation against the City of Phoenix.

This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4.2.2 ADDITIONAL INSURANCE REQUIREMENTS

The policies must include, or be endorsed to include, the following provisions:

4.2.2.1 On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

4.2.2.2 The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

4.2.3 NOTICE OF CANCELLATION





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For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the CITY, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to City of Phoenix, Public Transit Department, 302 N. 1st Avenue, Suite 900, Phoenix, AZ 85003, Attn: Contracts Section.

### 4.2.4 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The CITY in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

### 4.2.5 VERIFICATION OF COVERAGE

Contractor must furnish the CITY with certificates of insurance (ACORD form or equivalent approved by the CITY) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the CITY before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to City of Phoenix, Public Transit Department, 302 N. 1st Avenue, Suite 900, Phoenix, AZ 85003, Attn: Contracts Section. The CITY contract number and project description must be noted on the certificate of insurance. The CITY reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

### 4.2.6 SUBCONTRACTORS

Contractors’ certificate(s) must include all subcontractors as additional insureds under its policies or Contractor must furnish to the CITY separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

### 4.2.7 APPROVAL



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Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.



## SECTION V – SCOPE OF WORK

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### 5.1 PURPOSE

Contractor will manufacture and install transit furniture with concrete transit pads at various locations throughout Phoenix in accordance with the terms, provisions, and specifications set forth in this Contract.

### 5.2 OVERVIEW

Transit furniture manufacturing and installation will be performed in accordance with the CITY's plans and specifications and will follow all federal, state and local laws and regulations for the manufacturing and placement of transit furniture to include current Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Concrete work under this contract is for new installations and/or standard replacement of existing transit pads and sidewalks per the current City of Phoenix Supplement to Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, latest revision (MAG Standards and Details), found at <http://www.azmag.gov/Programs/Public-Works/Specifications-and-Details>.

Contractor shall provide all labor, materials, supplies, equipment, incidentals, administration and transportation necessary to accomplish the Scope of Work.

### 5.3 FURNITURE MANUFACTURING

#### 5.3.1 Transit Furniture Manufacturing

Manufacture transit furniture as described in the following plans and specifications:

- T2050 Standard Unit (T2050-S) [Exhibit A – T2050 Standard Unit Spec]
  - Shelter
  - Two 48" Benches
  - Trash Receptacle
- T2050 Deluxe Unit (T2050-D) [Exhibit B – T2050 Deluxe Unit Spec]
  - Shelter
  - Trash Receptacle
- T2050 Accessory Unit (T2050-A) [Exhibit C – T2050 Accessory Unit Spec]
  - Trash Receptacle

#### 5.3.2 Transit Furniture Storage

Provide a secure area to store all transit furniture, components, and any other related hardware as needed for the duration of the Contract at no additional cost to the CITY.

### 5.4 CONCRETE WORK



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Perform all concrete work in accordance with current standards to accommodate the placement of newly manufactured transit furniture. Concrete work shall include removal, replacement and installation of concrete as well as the hauling away of concrete, landscape vegetation, asphalt, soil, materials, waste, debris and all identified material.

### 5.4.1 Site Visit

Verify that each location has sufficient right-of-way prior to commencing work. The purpose of verifying each location is to ensure the proper dimensions of the transit pad and its installed amenities are placed in the right-of-way. Any work performed outside the right-of-way must be placed back to its original condition at Contractor's expense.

### 5.4.2 Permits

Obtain and pay for any and all necessary permits necessary, including the Maricopa County Dust Control Permit. Meet or exceed any and all city, county, and state code requirements related to concrete work. All required certificates of inspections and approvals must be furnished to the CITY upon completion of each individual worksite.

### 5.4.3 Adjacent Asphalt Removal

If necessary, remove adjacent asphalt to provide room for forming of curb and gutter associated with ramp repair and/or replacement, and perform curb and gutter installations required for transit pads.

Saw cut asphalt pavement to a width of not less than 24 inches from the edge of finished gutter. Asphalt that must be removed for concrete forms will be replaced by Contractor after backfilling with compacted aggregate base course (ABC) to within four inches of the surface or up to the bottom of existing pavement, whichever depth is greater.

If, in the opinion of the CITY, the existing asphalt to which the new concrete will be poured against provides an adequate straight edge, the removal of adjacent asphalt may be waived.

### 5.4.4 Demolition

Completely remove all existing concrete identified for demolition. Carefully backfill and compact all voids and cavities.

### 5.4.5 Spoils Removal

Remove and dispose of all concrete, asphalt, soil, materials, waste, and debris (spoils). These spoils must be removed from the site the day of work and must be properly disposed of at Contractor's expense the day of demolition. Replace all



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concrete and asphalt work within one day after removal or as approved by the CITY.

### 5.4.6 Grades

Set grades to match existing pavement, curb and gutter, sidewalk, and existing drainage or flood irrigation, if applicable. Existing concrete sidewalks which abut the new sidewalks will be removed to a distance required to maintain a slope, as indicated by City of Phoenix Supplemental Standard Details for Public Works Construction (City Supplemental Standard), Detail P1230 [Exhibit D – City of Phoenix Standard Detail P1230].

### 5.4.7 Standard Specifications

Except as otherwise required in these specifications, perform concrete work in accordance with all applicable MAG Standards and Details, latest revision, and the City Supplemental Standard, latest revision. All new transit pads shall meet current ADAAG.

The City Supplemental Standard will supersede MAG Standards and Details. In case of discrepancy or conflict, the contract specifications will supersede both the City Supplemental Standard and MAG Standards and Details.

Details for sidewalk and sidewalk ramps must comply with the current City Supplemental Standard to MAG Standards and Details specifications. Details may need modification to be made to fit existing conditions but will only be allowed if approved in writing by the CITY in advance of the Work.

In addition to standard specifications, all Work shall also comply with federal, state, county and local requirements.

### 5.4.8 Concrete Materials

Material used must come from the City of Phoenix Street Transportation Department Material Lab section approved list for all Public Transit Department work. In the event there is any change in the source of material, a mix design may be submitted and pre-approved by the CITY. To verify all approved sources, contact the City of Phoenix Street Transportation Department Material Lab section at <https://www.phoenix.gov/streetssite/Pages/COP-MaterialsLab.aspx> or 602-495-2050.

Hand mixed concrete is not allowed in this contract unless authorized by the CITY.

## 5.5 LANDSCAPE AND IRRIGATION SYSTEMS

Remove the conflicting portion of all underground landscape irrigation systems that are within the right-of-way and/or easements that conflict with the new concrete work or any



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portion which may remain under a proposed curb, gutter or sidewalk regardless of whether shown or not shown on any plans.

### 5.5.1 Property Owner Notification

Notify the affected property owners at least five business days prior to removing and replacing any underground landscape irrigation systems as some owners may desire to do this work themselves.

### 5.5.2 Landscape and Irrigation System Restoration

Restore all affected landscape irrigation systems to the original operational condition. Bubbler and/or sprinkler heads will be reinstalled behind the new sidewalk in areas where watering was accomplished by landscape irrigation heads which were removed. Specifically, all areas behind the new sidewalk which were watered by the existing irrigation system before relocation will be watered after relocation without any accumulation of water on the sidewalk or pavement.

When any work by Contractor encroaches into an improved yard, inside or outside the right-of-way, Contractor shall level any disturbed ground, re-sod all grass covered areas, and restore rock-covered areas with material to match existing in type, size and quality.

### 5.5.3 PVC Sleeve

Provide a 3" PVC sleeve beneath all repaired or replaced transit pads in landscape areas. PVC must extend one foot beyond the transit pad on both sides. Contractor shall place existing irrigation lines inside the 3" PVC sleeve and install back to full operational condition.

## 5.6 FURNITURE INSTALLATION

### 5.6.1 Site Visit

Visit each site designated for any work and become familiar with the nature and extent of the work involved with each location. Any clearing and grubbing of the area designated for any work done under this contract must conform to Section 201 of the MAG Standards and Details and will include the removal and disposal of all material not indicated to be saved, including any trash or other site debris

### 5.6.2 Transit Furniture Anchoring

Anchor all transit furniture using the welded foot plates capable of being anchored into either 4" or 6" thick concrete transit pads or a combination of concrete with brick pavers. It is Contractor's responsibility to properly anchor all transit furniture.



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Drill anchor holes prior to placement of furniture. All hardware shall be fastened per the design specification.

Immediately inform the CITY of any and all installation issues/problems that will change the placement or anchoring of the shelter in any position other than that designated by the CITY. If the CITY is not informed and does not approve the changes, then removal and re-installation of the furniture will be done at no cost to the City.

### 5.6.3 Work Protection

Protect all work performed under this contract until each location is inspected and accepted by the CITY. Contractor shall repair or replace any damage or vandalism that occurs prior to acceptance at no additional cost to the CITY.

### 5.6.4 Temporary Bus Stop

Establish and maintain, when necessary to continue service, a temporary bus stop, including signage, when an existing bus stop is deemed unusable because of the work. The temporary bus stop location must be approved by the CITY in writing before any interruption of service.

### 5.6.5 NEXTRIDE

Remove and replace any existing “NEXTRIDE” signage attached to existing transit furniture or sign poles. NEXTRIDE signage will remain at its designated location.

### 5.6.6 Traffic Barricade

Provide sufficient number of advance warning signs and barricade devices to protect the public from hazards due to construction activities. All work areas must be kept clean and safe and be maintained on a daily basis.

Follow the guidelines outlined in the latest edition of the City of Phoenix Traffic Barricade Manual and pursuant to the Phoenix City Code, Article XV and/or latest revisions to this City Code; Contractor must comply with the CITY Right-of-Way Management Program.

### 5.6.7 Final Inspection

A final inspection with the CITY and Contractor is required before each location will be accepted. The location must be accepted and signed off prior to final payment.

## 5.7 SUPERVISION AND INSPECTIONS



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Appoint a responsible person for crew supervision and work coordination with the CITY. Prior to beginning work, provide a schedule detailing the progression of work for each site. Contractor's responsible person shall advise the CITY immediately of any changes to the schedule, equipment breakdown, or other delays affecting the progress of the work and will provide an updated schedule within 24 hours of each incident.

Work will be inspected for quality of workmanship, material standards, and adherence to MAG Standards and Details and the City Supplemental Standard. Contractor will be required to correct any work deemed unacceptable by the CITY, at no additional cost to the CITY, prior to continuation of any additional work.

### **5.8 MATERIAL DISPOSAL**

Dispose of all waste material in full compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, codes, and ordinances, regardless of whether or not they are referred to in this contract, at no additional cost to the CITY.

### **5.9 UTILITIES**

#### **5.9.1 Location of Underground Utilities.**

Notify all potentially impacted "Utilities" prior to the start of work and ascertain the location of the various underground utilities that may be brought to Contractor's attention. Contractor will call Arizona 811, (formerly Arizona Blue Stake, Inc.) at 602-659-7500. The exact location of these underground utilities will be determined by excavations made at Contractor's expense prior to any work.

#### **5.9.2 Damage to Existing Utilities and Equipment.**

Assume full responsibility for any and all damage to utilities, utility boxes, lids, vaults, poles, or pedestals due to Contractor's operation. Repair the damaged utilities as required by the regulating utility agency or CITY directive, at Contractor's own and sole expense.

### **5.10 WARRANTY**

Unless otherwise specified, all furniture and concrete shall be guaranteed for one year and the lighting system shall be guaranteed for three years from date of acceptance by the CITY against defects in material and workmanship. At any time during the period, if a defect should occur on any item, that item shall be repaired or replaced by the Contractor at no cost to the CITY, except where it to be shown that the defect was caused by misuse.

Any defects discovered shall be corrected within 15 business days.

Contractor will not be responsible for repair, replacement, and refurbishment of furniture after expiration of the warranty period.





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### **5.11 QUALITY ASSURANCE**

The CITY reserves the right to inspect and test, or cause to be inspected or tested, by an entity of the CITY's choosing, any and all aspects of manufacturing and installation processes, including welds and welding procedures. This may be done at various times to assure quality products. All fabrication finish work must be free of any sharp edges, defects or protrusions that could cause injury.

### **5.12 PRICING AND INVOICING**

Pricing for all work is in unit form and includes demolition and disposal. Submit one invoice per month for all work performed in the billing period. The CITY will not be responsible for additional charges

#### **5.12.1 Concrete Work**

Concrete is priced per square foot for flat work ranging from 4" to 6" in depth. All other miscellaneous items necessary to perform the work shall be paid under additional services as approved by the CITY.

#### **5.12.2 Concrete Removal**

Concrete removal is priced per square foot. All other miscellaneous items necessary to perform the work shall be paid under additional services as approved by the CITY.

#### **5.12.3 Demolition**

Cost of all demolition work is included in the pricing for concrete work. All material such as asphalt, soil, waste, vegetation, and debris must be removed from the site and properly disposed of at Contractor's expense the day of the demolition.

#### **5.12.4 Landscape Restoration**

The cost of landscape restoration associated with all work in the affected area shall be paid under additional services as approved by the CITY.

#### **5.12.5 Barricades**

Costs for advance warning signs and barricade devices is included in the contract pricing for all work and shall not be a separate charge to the CITY.

#### **5.12.6 Police Officers**



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Officers are generally not required for each temporary traffic control set-up. However, if and only when required, Contractor shall pass the actual cost through to the CITY as a separate invoice line item with supporting documentation.

### 5.12.7 Additional Services

Additional services shall be itemized by the cost of material with proposed mark-up rate. Contractor shall not incur any costs until Contractor has provided a cost proposal for the additional service to the CITY and the cost proposal has been approved by the CITY in writing. The cost proposal will detail the cost of materials and labor sufficient for the CITY to perform a cost/price analysis to determine if the proposal is fair and reasonable. Contractor will quote labor hours appropriate for the work and endeavor to obtain materials at the most economical price for the purpose, quality and quantity required.

Contractor shall not exceed the amount of the approved quote unless an increased amount is approved by the CITY in writing.

Provide proof of purchase (copy of the supplier's original invoice) with the monthly invoice to be reimbursed for the cost of materials associated with the additional services.

## 5.13 REPORTING AND SCHEDULING

### 5.13.1 Work Schedule

Schedule all work requested by the CITY on an Excel spreadsheet to identify the bus stop location, date of request, type of work performed, start date, and completion date. Locations and furniture types to be installed will be provided to the City.

Submit the work schedule to the CITY weekly (every Thursday no later than 5:00pm) for the following week's work (beginning on Monday). Advise the CITY 48 hours in advance of each installation via email to the CITY.

### 5.13.2 Work Completed Report.

Provide a report for the previous week's work with the following information: date of request; bus stop ID number; bus stop location; description of work; completion date; associated costs/amount billed. Submit the report to the CITY no later than 5:00pm Tuesday of each week.



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### 6.1 COPIES:

Please submit one original, one copy, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation.

**Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

### 6.2 OFFER SUBMITTAL FORMAT

The written offer should be:

- Typewritten for ease of evaluation;
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;

### 6.3 PAYMENT TERMS & OPTIONS

Vendors must choose an option, if a box is not checked, the City will **default to 0% - net 45 days**:

- Contractor offers a prompt payment discount of \_\_\_\_\_% \_\_\_\_\_ days to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

Payment discounts will be computed from date of receipt of an accurate invoice or final acceptance of the products (invoice approval), whichever date is later.

- Contractor does not offer a prompt payment discount and accepts payment terms of net 45, effective upon receipt of an accurate invoice or final acceptance of the products (invoice approval), whichever date is later.
- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to [mailbox.sua@phoenix.gov](mailto:mailbox.sua@phoenix.gov).**



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**6.4 PRICING**

1. Submit a unit price for each item listed in the pricing schedule below. Provide an extended price based on the estimated quantities listed. If a discrepancy occurs between the unit price and the extended price, the unit price will prevail.
2. All expenses must be included in the unit price, including labor, materials, equipment, shipping, handling, administration, transportation, mileage, etc.

**PRICING SCHEDULE – ALL OR NONE**

<b>Item No.</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Est. Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	T2050 Standard with Installation	Each	140		
2	T2050 Deluxe with Installation	Each	24		
3	T2050 Accessory with Installation	Each	30		
4	Concrete Sidewalk Installation (Detail P1230)	Square Feet	7,500		
5	Concrete Transit Pad Installation (Detail P1260)	Square Feet	41,600		
6	Concrete Transit Pad Installation (Detail P1262)	Square Feet	8,000		
7	Removal of 4" Concrete	Square Feet	30,000		
8	Removal of 6" Concrete	Square Feet	1,000		
9	Concrete Curb Installation (MAG Detail No. 222 Type B)	Linear Feet	1,200		
10	Schedule 40 PVC 3"	Linear Feet	840		
<b>GRAND TOTAL</b>					

**ADDITIONAL SERVICES – OPTIONAL**

<b>Item No.</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
1	Labor Hourly Rate	Hour	
2	Mark Up Percentage on Material	Percent	



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**6.5 YEARS IN BUSINESS**

Contractor certifies that they have provided complete metal fabrication and concrete work comparable in size, quantity and type as that listed in this solicitation for a period of three or more years.



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**6.6 REFERENCES**

Offeror shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the offeror is currently furnishing, or has furnished in the past, similar services for both metal fabrication and concrete work.

**Company Name** \_\_\_\_\_ **Dates of Service** \_\_\_\_\_

**Address** \_\_\_\_\_ **Contact Name** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_ **Email address** \_\_\_\_\_

Indicate how this work is comparable in size, quantity and type as stated in this scope of work \_\_\_\_\_  
\_\_\_\_\_

**Company Name** \_\_\_\_\_ **Dates of Service** \_\_\_\_\_

**Address** \_\_\_\_\_ **Contact Name** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_ **Email address** \_\_\_\_\_

Indicate how this work is comparable in size, quantity and type as stated in this scope of work \_\_\_\_\_  
\_\_\_\_\_

**Company Name** \_\_\_\_\_ **Dates of Service** \_\_\_\_\_

**Address** \_\_\_\_\_ **Contact Name** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_ **Email address** \_\_\_\_\_

Indicate how this work is comparable in size, quantity and type as stated in this scope of work \_\_\_\_\_  
\_\_\_\_\_



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**6.7 EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT**

Primary Contact Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Secondary Contact Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_



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**6.8 CONTRACTOR’S LICENSE INFORMATION**

Offerors shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1151, and unless otherwise exempted by A.R.S. 32-1121, offerors should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The offeror certifies possession of the following license(s):

Licensed Contractor’s Name \_\_\_\_\_

Class \_\_\_\_\_

License Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Licensed Contractor’s Name \_\_\_\_\_

Class \_\_\_\_\_

License Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Licensed Contractor’s Name \_\_\_\_\_

Class \_\_\_\_\_

License Number \_\_\_\_\_

Expiration Date \_\_\_\_\_





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6.9 CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY DISCLOSURE FORM

This form must be signed and submitted with your proposal and all questions must be answered or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
-------	----	------	--------

2. Contract Information

Solicitation # or Name:

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- Subcontractors may be retained, but not as of the time of this submission
- List of subcontracts, including the name of the owner(s) and business name:

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.



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**7. Disclosure of conflict of interest:**

**A. City Code Section 43-34**

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under Section 43-34 of the City Code.
- I am aware of the following potential or actual conflict(s) of interest:

**B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11**

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at [www.azleg.gov](http://www.azleg.gov)).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:



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<b>8. Acknowledgements</b>	
<b>A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation</b>	
<input type="checkbox"/> I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.	
<input type="checkbox"/> This “no-contact” provision only concludes when the contract is awarded at a Phoenix City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to <b>disqualification</b> .	
<b>B. Fraud Prevention and Reporting Policy</b>	
<input type="checkbox"/> I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or <a href="mailto:aud.integrity.line@phoenix.gov">aud.integrity.line@phoenix.gov</a> .	
<p>The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.</p>	
<b>OATH</b>	
<p>I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.</p> <p>Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.</p>	
PRINT NAME	TITLE
SIGNATURE	DATE
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA	



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6.10 OFFER

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. \_\_\_\_\_  
Use Tax No. for Out-of State Suppliers \_\_\_\_\_  
City of Phoenix Sales Tax No. \_\_\_\_\_  
Arizona Corporation Commission File No. \_\_\_\_\_

Taxpayer's Federal Identification No.: If recommended for contract award, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Bidder provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number  
Located at City's eProcurement website (see SECTION I  
– INSTRUCTIONS - CITY'S REGISTRATION)

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(LLC, Inc., Sole Proprietor)

\_\_\_\_\_  
Printed Name and Title  
(Member, Manager, President)

Address \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Company's Fax Number \_\_\_\_\_  
Company's Toll Free # \_\_\_\_\_  
Email Address \_\_\_\_\_



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**6.11 ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor’s Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

**CITY OF PHOENIX**  
A Municipal Corporation  
Ed Zuercher, City Manager

\_\_\_\_\_ Awarded this \_\_\_\_ day of \_\_\_\_\_ 2020  
Jesús Sapien, Public Transit Department

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

APPROVED BY CITY COUNCIL ORDINANCE NO. \_\_\_\_\_ on \_\_\_\_\_