



**CITY OF PHOENIX AND
REGIONAL PUBLIC TRANSPORTATION AUTHORITY (VALLEY METRO)
JOINT BUS PROCUREMENT**

**REQUEST FOR PROPOSALS
RFP PTD20-002**

BUS OPERATOR PROTECTIVE BARRIERS

**Procurement Officer:
Enrique Rivera
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-6249
enrique.rivera@phoenix.gov**

Issue Date: May 20, 2020



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PUBLIC TRANSIT DEPARTMENT**

**302 N. 1st Avenue, Suite 900
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**SECTION I – SOLICITATION
INSTRUCTIONS**

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**302 N. 1st Avenue, Suite 900
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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) and the Regional Public Transportation Authority (RPTA/Valley Metro) (collectively, “purchasing agencies”) request proposals for the manufacture and delivery of Bus Operator Protective Barriers in accordance with the terms and conditions set forth in Request for Proposals (RFP) PTD20-002. This is a competitive negotiated procurement to award a Firm, Fixed-Price (FFP) contract, commencing on or about September 1, 2020.

The City of Phoenix is the Federal Transit Administration (FTA) designated recipient of FTA funds for the region, and RPTA is a sub-recipient of those funds. The FTA encourage agencies to procure goods and services jointly with other recipients and sub-recipients to obtain better pricing through larger purchases. Joint procurements offer the advantage of being able to obtain goods and services that may match each participating recipient’s requirements better than those likely to be available through an assignment of another recipient’s contract rights.

This solicitation represents a joint procurement by the CITY on behalf of itself and RPTA/Valley Metro. The CITY and RPTA/Valley Metro are sometimes referred to collectively as “Purchasing Agencies” and individually as a “Purchasing Agency.” Each purchasing agency shall enter into its own contract(s) with the successful Offeror(s) and each shall be solely responsible for meeting FTA requirements and for their own performance under their respective contract(s), and neither shall be responsible or liable for the contract(s) of another.

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 must be registered in the City’s procurePHX Self-Registration System at www.phoenix.gov/financesite/Pages/EProc-help.aspx to respond to solicitations and access procurement information. The CITY may, at its sole discretion, reject any offer from an Offeror who has not registered.

1.3. SCHEDULE OF EVENTS

ACTIVITY <i>(All times are local Phoenix time)</i>	DATE
Pre-Offer Conference - (Site Visit To-be-Determined) <i>When it's time, join your Webex meeting here.</i> <i>Meeting number (access code): TBD</i> <i>Meeting password: TBD</i>	May 27, 2020 at 8:00 AM MST City of Phoenix Public Transit Department 302 N. 1 st Ave., Suite 900 Phoenix, AZ 85003

	<p align="center">SECTION I – SOLICITATION INSTRUCTIONS</p>	<p align="center">CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT</p> <p align="center">302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003</p>
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	<p align="center">Conference Room 9A</p>
<p>Written Inquiries Due Date</p>	<p align="center">June 1, 2020 at 2:00 PM MST</p> <p align="center">enrique.rivera@phoenix.gov</p>
<p>Offer Due Date and Submittal Location</p>	<p align="center">June 16, 2020 at 2:00 PM MST</p> <p align="center">City of Phoenix Public Transit Department 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003</p>

If the City determines a site visit is necessary, an addendum will be issued before the pre-offer due date. 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. PREPARATION OF OFFER

- 1.4.1. All forms provided in **Section VII – Submittals**, must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 1.4.2. It is permissible to copy Submittal 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 date and time. The CITY is not responsible for Offeror’s errors or omissions.
- 1.4.3. All time periods stated as a number of days will be calendar days.
- 1.4.4. 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 no right of withdrawal after due date and time. Offerors are strongly encouraged to:
 - 1.4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 1.4.4.2. Study and carefully correlate Offeror’s knowledge and observations with

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the RFP document and other related data.

- 1.4.4.3. Promptly notify the CITY of all conflicts, errors, ambiguities, or discrepancies which an offeror has discovered in or between the RFP document and such other related documents.
- 1.4.4.4. 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 Purchasing Agency and will not be returned.
- 1.4.4.5. 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. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 1.4.4.6. *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.
- 1.4.4.7. Prices shall 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 shall prevail unless obviously in error.
- 1.4.5. Unless the solicitation specifically allows, omissions or alterations of electronic spreadsheet price proposals will be sufficient grounds for the CITY to consider an offeror's proposal to be non-responsive.

1.5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested Offerors may download the complete solicitation and addenda from solicitations.phoenix.gov. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their offer.

1.6. OFFEROR EXCEPTIONS



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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 rather than including exceptions in their Offer.

1.7. INQUIRIES

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer (*see cover page*) and must be received by the due date indicated in the Schedule of Events. The CITY will 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 City Council awards the contract. All questions concerning or issues related to this solicitation must be presented **in writing**, and should be submitted using the Inquiries Form provided on the website (Inquiries Form_PTD20-002 Bus Operator Protective Barrier.xls).

The Procurement Officer will provide answers to written inquiries in an addendum and publish any addendums on the Procurement Website.

1.8. 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.

1.9. 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.

1.10. LICENSES

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.

1.11. CERTIFICATION

By signature in the offer section of the Offer page (Section 7, Sub-section 5), Offeror certifies:

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- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror shall 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.

1.12. SUBMISSION OF OFFER

Offers must be in possession of the Department 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 date stamp clock on the front desk at the Proposal Submittal Location.

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

- Offeror’s Name
- Offeror’s Address (as shown on the Certification 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 the Submittal section.

1.13. MODIFICATION OR WITHDRAWAL OF OFFER

An offer may not be modified, withdrawn or canceled by an Offeror for 180 calendar days following the offer submission deadline and, by submitting an offer, each Offeror agrees to keep the offer firm for that period of time. 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.

1.14. 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 may be read. Offers and 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, solicitations.phoenix.gov/Awards, within five calendar days of the offer 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

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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.

1.15. AWARD OF CONTRACT

1.15.1. Unless otherwise indicated, award will be made to the overall highest scoring Offeror providing the **Best Value** to the Purchasing Agencies, based on a consensus source selection score, using the evaluation criteria and sub-criteria described in the solicitation.

1.15.2. 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.

1.15.3. A response to a solicitation is an offer to contract with the CITY for its respective fleet, and to contract with RPTA/Valley Metro for its respective fleet, based upon the terms, conditions, and specifications contained in the City’s joint solicitation. Offers do not become contracts until they are executed by the Department Director for a contract with Phoenix, and the Chief Executive Officer for a contract with RPTA/Valley Metro. 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.

1.16. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

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 or any court.

1.17. SOLICITATION TRANSPARENCY POLICY

1.17.1. Commencing on the date the solicitation is issued and until the date the Contract is awarded or the solicitation withdrawn, all persons or entities that respond to RFP PTD20-002 to supply and install Bus Operator Protective Barriers, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venture(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offeror shall refrain from any direct or indirect contact with any person (other than the designated Procurement Officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council, Valley Metro Board of Directors, CEO, and Agency Staff.

1.17.2. As long as the solicitation is not discussed, Offerors may continue to conduct

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business with the CITY and the RPTA and discuss business that is unrelated to this solicitation with CITY and RPTA staff. Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council and Valley Metro’s CEO or Designees, provided such meetings are scheduled through the Procurement Officer, Mr. Enrique Rivera, conducted in person at 302 N. 1st Avenue, Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice will identify the participants and the subject matter, as well as invite the public to participate.

- 1.17.3. 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 proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 1.17.4. 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 by the CITY for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 1.17.5. “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 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.

1.18. PROTEST PROCESS

- 1.18.1. 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.
- 1.18.2. 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.
- 1.18.3. Offeror may protest an adverse determination issued by the CITY regarding

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responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

1.18.4. 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.

1.18.5. 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.

1.18.6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The CITY will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City’s Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

1.19. PUBLIC RECORD

All Offers submitted in response to this solicitation will become the property of the Purchasing Agency and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response 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 Purchasing Agency 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 Purchasing Agency will not make any information identified by the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Purchasing Agency will notify the Offeror in writing of any request to view any portion of its Offer marked “confidential.” 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

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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 Purchasing Agency a court order prohibiting disclosure of the requested documents within seven days after receiving notice of the request for disclosure, the Purchasing Agency will deem the document provider to have consented to the disclosure, and the requested documents or information may be disclosed by the Purchasing Agency.

1.20. LATE OFFERS

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department 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.

1.21. 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 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. 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.

1.22. 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.

1.23. DETERMINING RESPONSIVENESS AND RESPONSIBILITY

1.23.1. 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.

1.23.2. 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.

1.23.3. 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

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fails to do so in writing, the CITY may determine the Offer to be nonresponsive.

- 1.23.4. 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.
- 1.23.5. 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 necessary. A review of responsibility may occur up to contract award.
- 1.23.6. 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.

1.24. CLARIFICATIONS

The CITY may request written clarifications for such purposes as information gathering or eliminating minor informalities in offers. Clarifications shall not otherwise afford the Offerors the opportunity to alter or change their offers.

1.25. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE

The CITY will appoint an Evaluation Panel, which may consist of CITY staff, staff from other CITY departments or transit agencies, and other persons. The CITY may also appoint a Technical Advisory Team to provide technical assistance to the Evaluation Panel. The Technical Advisory Team may consist of CITY staff, staff from other CITY departments or transit agencies, and other persons. The Technical Advisory Team will evaluate the technical portion of each offer for compliance with the RFP specifications. The Procurement Officer will chair the Evaluation Panel, serving in a non-voting capacity.

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings, and which Offers are within the Competitive Range, when appropriate.

1.26. OFFERS NOT WITHIN THE COMPETITIVE RANGE

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The CITY may notify Offerors of Offers that the CITY determined are not in the Competitive Range.

1.27. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE

- 1.27.1. The CITY will notify each Offeror whose Offer is in the Competitive Range or made the “short list” and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the CITY and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.
- 1.27.2. Demonstrations: Offerors in the competitive range may be invited to provide or construct a hands-on sample or presentation of their solution at the CITY. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The CITY may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 1.27.3. If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the CITY may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the CITY in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the CITY may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the CITY may determine the Offer is nonresponsive, and the CITY may revoke its determination that the Offer is in the Competitive Range.
- 1.27.4. To the fullest extent permitted by law, the CITY will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the CITY will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The CITY may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

1.28. BEST AND FINAL OFFERS (BAFO)

- 1.28.1. BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the CITY’s sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

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- 1.28.2. If an Offeror’s BAFO modifies its initial offer, the BAFO should include a “Change Log” identifying all modifications made to the Offer. The CITY will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The CITY will adjust appropriately, at its sole discretion, the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the CITY will then perform final scoring and prepare final rankings.
- 1.28.3. The Evaluation Panel will recommend the Offer that is the most advantageous to the Purchasing Agencies based on the evaluation criteria.
- 1.28.4. The CITY reserves the right to make an award to an Offeror whose Offer is the highest rated and most advantageous to the CITY based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

1.29. OFFER SUBMITTAL FORMAT

The written offer may not exceed **50** single-sided pages, exclusive of the following items:

- a. Cover Letter
- b. Technical Proposal – **Tabs 1-5** (*including required submittal forms*)
- c. Price Proposal – **Tab 6**
- d. Required Submittal Forms

Additionally, the written offer should be:

- 1.29.1. Typewritten for ease of evaluation;
- 1.29.2. Signed by an authorized representative of the Offeror;
- 1.29.3. Submitted with contact information for the individual(s) authorized to negotiate with the City;
- 1.29.4. Submitted in a binder, preferably using double-sided copying and at least 30% post-consumer content paper;
- 1.29.5. Each offer package submitted must contain the following **separately sealed portions**:
 - Technical Proposal. (Labeled as Tabs 1-5)
 - Price Proposal and Financial Information. (Labeled as Tab 6)

1.30. TECHNICAL PROPOSALS

The Technical Proposal must be organized in a tabular format and divided by sections, in accordance with the outline below. If the Offeror fails to provide all data requested, the CITY may deem the Offer non-responsive.

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In the Technical Proposal, the Offeror shall demonstrate evidence of satisfactory past performance of contracts of similar size, scope and complexity. The Offeror shall also reasonably demonstrate evidence that its human and physical resources are sufficient to meet the requirements of the Contract, as specified, and to ensure the level of service required, including sufficient personnel in the requisite disciplines and all necessary licenses, skills, experience and equipment to complete the Contract as required.

Tab 1 – Introduction (unscored)

Offeror shall provide the following information:

1. a letter of introduction identifying the Offeror, including the name, title, address, telephone number and e-mail address of the Offeror’s authorized representative, and signed by a representative authorized to bind the Offeror to the terms of the Offer;
2. the name, title, address, telephone number and e-mail address of the Offeror’s authorized representative during the evaluation process, and the Offeror’s contact during any resultant Contract;
3. a statement indicating the number of days from the submitted date for which the Offer remains valid. The minimum number of days is 180 calendar days;
4. a detailed Table of Contents for the Offer;
5. a brief description of the firm’s history;
6. the Offeror’s present workload capacity and provide confirmation that the Offeror can meet the Contract start date;
7. a management summary containing an overview of the Offer.

Tab 2 (Evaluation Criterion #1) – Barrier Specifications (250 Points)

Required Components

Submit plans and/or item specifications for the protective barrier which provide the following minimum acceptable standards (refer to Scope of Work, Section 5, for details):

- barrier must be of quality fit and finish, with a stainless-steel metal frame;
- shall be mounted securely to the bus with a single-hinge post;
- once installed, barrier shall preserve the look and finish of existing surfaces;
- designed to protect the operator and sustain impact from physical assaults
- be lockable;
- includes an electrically operated window;
- allows sufficient operator area airflow to ensure effective use of operator’s HVAC;
- allows operator to maintain visual contact with the passenger area of the bus;

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- does not obstruct views or cause reflective blind spots for bus mirrors or on-board cameras;
- must not impede the operator’s view of the road in any direction;
- must not impede passenger flow while boarding or alighting
- complies with ADA regulations for wheelchair and mobility device accessibility.

Tab 3 (Evaluation Criterion #2) – Qualifications and Experience of the Firm and its Key Project Personnel (250 Points)

Required Components

Provide, a detailed description of your firm’s experience with contracts of similar size and scope during the past five (5) years. This includes both corporate and key personnel knowledge and expertise:

- Identify proposed key staff, to include resumes.
- Include levels of training/certifications.

Include no more than three projects, with the name of client, contact person, current telephone number, performance period, and provide the following details on each project:

- Quality Control and Quality Assurance techniques,
- Quality management and project planning,
- Experience with heavy duty transit bus maintenance, repair and modifications.

As a sub-text to the above key factors, include:

- Location(s) and scope of work,
- Demonstrated timeliness and adherence to schedule,
- Achievement of project performance metrics,
- Customer feedback,
- Explanation of any performance issues and how they were resolved.

Tab 4 (Evaluation Criterion #3) – Milestone Plan (200 Points)

Required Components

Provide a comprehensive, detailed plan for scheduled delivery and installation of barrier retrofits, to include coordination efforts at all City and RPTA/Valley Metro facilities. The

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plan should show how all start-up tasks will be completed before commencement of deliveries. The plan must include a detailed chronology/calendar and explanation of all major milestones listed.

Tab 5 - Required Submittal Forms

- Payment Terms (Section 7, Sub-section 2)
- Addenda Certification (Section 7, Sub-section 3)
- Contract Disclosure Form (Section 7, Sub-section 4)
- Offer Form (Section 7, Sub-section 5)

1.31. PRICE PROPOSAL AND FINANCIAL INFORMATION

Tab 6 (Evaluation Criterion #4) – Price Proposal (300 Points)

The Procurement Officer will review and score Price Proposals. The Offeror proposing the lowest total cost will receive the maximum points allocated for price. All other Offerors will receive points based on the mathematical relationship between their proposed price and the lowest Offeror’s price.

Required Components

1. Complete Attachment 1 – *PTD20-002 Price Proposal*.

Tab 7 – Financial Information (unscored)

The CITY Auditor or other designated personnel will independently review this category. This category will not be scored but will be reviewed to determine the financial responsibility of the Offeror. Unless an Offeror’s financial responsibility can be fully verified and documented, the CITY will deem its offer non-responsive. Each Offeror shall submit the following financial information with its Price Proposal.

Required Components

Offers received without the required documents may be considered non-responsive.

1. State whether any participant in the offer has ever filed bankruptcy proceedings. If so, state the date, jurisdiction, amount of liabilities, and amount of assets. Provide this information on a separate statement with the heading "BANKRUPTCY INFORMATION."
2. Provide detailed information regarding litigation, liens, or claims that exceed \$10,000 and may result in litigation against any participant.
3. Provide the Offeror’s audited financial statements for the last three (3) years. If Offeror

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is a partnership, submit financial statements for each partner.

The financial statements must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Offeror is domiciled and which statements must be audited by an independent, certified public accountant.

If audited statements are not available, the CITY may require Offeror to submit other reliable financial information satisfactory to the CITY.

4. Provide evidence of Offeror’s ability to obtain the specified amounts of insurance from an insurance company with an “A.M. Best” rating of not less than B+ VI authorized to do business in Arizona.
5. Describe financial capacity to perform the required services, strength and stability of the firm.


1.32. OFFER EVALUATION CRITERIA

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible offeror whose offer is determined in writing to be the best value to the CITY based upon the evaluation criteria listed below.

All evaluation criteria are shown in the table below. The technical evaluation criteria are listed in the relative order of importance. Technical evaluation sub-factors are shown in bullet points in Sub-section 1.30.


Evaluation Criteria (Max 1000 points)	Points
1. Barrier Specifications	0-250 Pts
2. Qualifications and Experience of the Firm and its Key Project Personnel	0-250 Pts
3. Implementation and Milestone Plan	0-200 Pts
4. Price Proposal	0-300 Pts

Sub-factors are examples of information that may be attributed to the Evaluation Criteria, but in no way limit the content the Evaluation Panel may consider under individual Evaluation Criterion. The Evaluation Panel will evaluate the entirety of the Technical Proposals’ content against the Evaluation Criteria above.

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2.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must:	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
Should:	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the CITY may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.
May:	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
"A.R."	City of Phoenix Administrative Regulation
"A.R.S."	Arizona Revised Statute
"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.
"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.
"Offer"	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 bid, proposal, quotation or tender.
"Offeror"	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
"Phoenix Public Transit Department"	A department within the City of Phoenix that owns and operates

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	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"	Means this Request for Proposal (RFP).
"Suppliers"	Firms, entities or individuals furnishing goods or services directly to the City.
"Vendor or Seller"	A seller of goods or services.
"Working Days"	Normal business days of City offices, unless otherwise specifically noted.

2.2. CONTRACT INTERPRETATION

2.2.1. APPLICABLE LAW

These Contracts will be governed by the law of the State of Arizona, and suits pertaining to these Contracts 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 either of these Contracts, as accepted by the Purchasing Agencies, 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
- 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 Contracts resulting hereunder are 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 will be only those expressly set forth in the Contracts. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under these Contracts are considered to be Purchasing Agency's employees and that no rights of that Purchasing Agency's civil service, retirement or personnel rules accrue to such persons. The Contractor will 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 will save and hold the CITY harmless with

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respect thereto.

2.2.4. SEVERABILITY

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

2.2.5. NON-WAIVER OF LIABILITY

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

2.2.6. PAROL EVIDENCE

These Contracts are 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 these Contracts. 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 these Contracts. Acceptance or acquiescence in a course of performance rendered under these Contracts will not be relevant to determine the meaning of these Contracts 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

2.3.1. RECORDS

All books, accounts, reports, files and other records relating to the Contracts will be subject at all reasonable times to inspection and audit by the Purchasing Agencies for five years after completion of the Contracts. Such records will be produced at the Purchasing Agency’s office as designated by that Purchasing Agency. Confidentiality will be maintained, and the Purchasing Agency will not violate any proprietary or other confidentiality agreements Contractor 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



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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 Contract 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 Contract 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 incorporated in all subcontracts related to this Contract that involve 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, Contractor agreements or subleases of this Contract entered into by supplier/lessee.

For a Contractor with more than 35 employees: Contractor in performing under this Contract 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, 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. The 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



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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 Contract entered into by supplier/lessee. The 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.

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

2.3.3.2. 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 Purchasing Agencies are prohibited by A.R.S. § 41-4401 from awarding the Contracts to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

2.3.4.1. 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.

2.3.4.2. A breach of a warranty under paragraph 2.3.4.1 will be deemed a material breach of the Contracts that is subject to penalties up to and including termination of the Contracts.

2.3.4.3. The Purchasing Agencies retain the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contracts to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 2.3.4.1.

2.3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The 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 Purchasing Agencies.

At the request of a Purchasing Agency's representatives, the Contractor shall provide that Purchasing Agency:

2.3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract



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

2.3.6. COMPLIANCE WITH LAWS

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

Because the contractor will be acting as an independent contractor, the Purchasing Agencies assume no responsibility for the Contractor's acts.

2.3.7. LAWFUL PRESENCE REQUIREMENT


Pursuant to A.R.S. §§ 1-501 and -502, the Purchasing Agencies are prohibited from awarding the Contracts 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 Purchasing Agency-provided affidavit 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 Purchasing Agency 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 Contracts, the 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 Purchasing Agency 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 the Contractor.

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2.4. COSTS AND PAYMENTS

2.4.1. GENERAL

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the Purchasing Agency for the payment of goods or services received. The Purchasing Agency will make every effort to process payment for the purchase of material or services within 30 to 45 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 the Contractor from the CITY.

2.4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR

The Purchasing Agency 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.

2.4.6. FUND APPROPRIATION CONTINGENCY

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

2.4.7. MAXIMUM PRICES

The Purchasing Agency 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

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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 Purchasing Agency 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 the Contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the Purchasing Agency either before or after execution of the Contracts, will affect or modify any of the terms or obligations contained or to be contained in the Contracts. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the Purchasing Agency or the 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 these Contracts nor monies due hereunder will be assigned in whole or in part without written permission of the Purchasing Agency, and no delegation of any duty of Contractor will be made without prior written permission of the Purchasing Agency, 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

Any Contracts resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the Purchasing Agencies. The Purchasing Agencies reserve 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 Purchasing Agency until the Purchasing Agency 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 Purchasing Agency. Material or service failing to conform to the specifications of these Contracts will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.



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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 these Contracts.

2.6.4. LOSS OF MATERIALS

The Purchasing Agency does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the Contract operations have commenced until Contract expiration. Any such loss, injury or destruction will not release Contractor from any obligations under the Contract.

2.6.5. CONTRACT PERFORMANCE

Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the Purchasing Agency facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in these Contracts. The Purchasing Agency 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 Purchasing Agency, performance becomes unsatisfactory, the Purchasing Agency 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 Contract. In the event the unsatisfactory performance is not corrected within the time specified, the Purchasing Agency 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 Contract for default.

2.6.6. DAMAGE TO PURCHASING AGENCY PROPERTY



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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 Purchasing Agency at no cost to that Purchasing Agency.

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 Purchasing Agency at Contractor's expense.

2.7. PURCHASING AGENCY'S CONTRACTUAL RIGHTS

2.7.1. RIGHT TO ASSURANCE

Whenever one party to the 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 the Contract.

2.7.2. NON-EXCLUSIVE REMEDIES

The rights and remedies of the Purchasing Agencies under these Contracts are non-exclusive.

2.7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH

Each installment or lot of the Contract 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 Contract and constitutes a total breach of the Contract as a whole.

2.7.4. ON-TIME DELIVERY


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

2.7.5. DEFAULT

In case of default by the Contractor, the Purchasing Agency may, by written notice, cancel the Contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid 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 the 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 Contractor for the purpose of securing business. For breach or violation of this warranty, the Purchasing Agency will have the right to annul the Contract without

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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 Purchasing Agency may require that the Contractor submit a cost proposal in sufficient detail for that Purchasing Agency 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 the Contract belongs to the Purchasing Agency and must be delivered to that Purchasing Agency at its request upon termination of the Contract. Contractor agrees to assign to Purchasing Agency all rights and interests Contractor may have in materials prepared under the 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 Purchasing Agency may, by written notice to the Contractor, cancel the 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 Purchasing Agency making any determinations with respect to the performing of such Contract. In the event the Contract is canceled by the Purchasing Agency pursuant to this provision, that Purchasing Agency 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. The Contract may be terminated at any time by mutual written consent, or by the Purchasing Agency, with or without cause, upon giving 30-day written notice to Contractor. The Purchasing Agency at its convenience, by written notice, may terminate the Contract, in whole or in part. If the Contract is terminated, the Purchasing Agency will be liable only for payment under the payment provisions of the Contract for services rendered and accepted material received by that Purchasing Agency before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the Purchasing Agency after costs are claimed and allowed. The Contractor will submit detailed cost claims in an acceptable manner and will permit the Purchasing Agency to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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2.8.2.2. The Purchasing Agency reserves the right to cancel the whole or any part of the Contract due to failure of Contractor to carry out any term, promise, or condition of the Contract. The Purchasing Agency 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 Purchasing Agency, Contractor provides personnel who do not meet the requirements of the Contract;
- In the opinion of the Purchasing Agency, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the Contract;
- In the opinion of the Purchasing Agency, Contractor attempts to impose on the Purchasing Agency 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 Purchasing Agency, Contractor fails to make progress in the performance of the requirements of the Contract and/or give the Purchasing Agency 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 the Contract is subject to cancellation by the Purchasing Agency 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 is on the person who is conducting business in Arizona and a municipal jurisdiction. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by the Contractor to collect applicable taxes from the Purchasing Agency shall not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective Offeror to determine any applicable taxes. The Purchasing Agency 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 Purchasing Agency provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at [Phoenix Tax Division](#) or [State of AZ Department of Revenue](#) 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 Purchasing Agency finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the Purchasing Agency for that amount, and by

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contracting with the Purchasing Agency agrees to remit any overpayments back to the Purchasing Agency for miscalculations on taxes included in an Offer price.

2.10. TAX INDEMNIFICATION

Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, hold the Purchasing Agency 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 Purchasing Agency, that any and all fees and taxes due to a municipal jurisdiction 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’s 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’s Finance Department, to the finance departments of other cities with taxing jurisdiction, 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 in evaluating Contractor’s qualifications for and compliance with Contract for duration of the Contract’s term.

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3.1. TERM OF CONTRACT AND OPTION TO EXTEND

The initial Contract shall commence on or about **September 1, 2020**, and end on or about **August 31, 2022**. Earlier start- or end-dates are possible based on a firm’s ability to start and complete the project, as outlined in the firm’s proposal.

3.2. FREE ON BOARD (FOB):

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): (See Scope of Work, Section 6, Sub-section 8 for details)

3.3. PRICING

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

Contract pricing is all-inclusive, with the exception of tax. Costs of contract management, overtime (if required), equipment, lost badges, background screening, supplies, overhead, etc. are included in the contracted item pricing. Additional charges will not be paid. Invoices will be processed for Contract prices only.

3.4. METHOD OF ORDERING

Contractor shall deliver services and equipment only upon receipt of a written purchase order. All Contractor invoices must include the Purchasing Agency’s purchase order number.

3.5. METHOD OF INVOICING AND PAYMENT

Payment to be made from Contractor’s invoice and a copy of the signed delivery/service ticket submitted to cover items/service received and accepted during the billing period.

The Purchasing Agency shall make every effort to process payment for the purchase of services and equipment within 45 calendar days after receipt and approval of a correct invoice. Any prompt payment terms offered must be clearly noted by Contractor on all invoices submitted to the Purchasing Agency, and confirmed by Purchasing Agency staff that prompt payment terms can be achieved. Invoices must be sent for review to:

City of Phoenix, Public Transit Department
 Attn: Rodney Merrill - Equipment Analyst, Operations Division
 302 North First Avenue, Suite 900
 Phoenix, Arizona 85003

or

RPTA/Valley Metro
 Attn: Larry Joyner – Fleet and Facilities Supervisor, Operations Division
 101 North First Avenue, Suite 1400
 Phoenix, Arizona 85003

Invoices must contain the following information, at a minimum:

- A. Purchasing Agency purchase order number or Contract number.

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- B. Description of services and/or equipment provided, to include location and dates of services rendered or equipment delivered.
- C. If services - Hourly rates, extended and totaled; if equipment – quantity, unit price, extended price.
- D. Applicable tax.
- E. Invoice number and date.
- F. Payment terms.
- G. Remit to address

Payment of invoice will be delayed if the invoice or supporting documentation submitted is incorrect or incomplete.

Following approval by the Public Transit Department’s Equipment Analyst, Contractor will email the invoice in PDF format to 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.). 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 www.phoenix.gov/procure.

Following approval by RPTA/Valley Metro’s Fleet and Facilities Supervisor, Contractor will email the invoice in PDF format to ljoyner@Valleymetro.org. 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.). A “remit to” address must also be on the invoice and must match the address on file with Valley Metro.

Advance payments are not authorized. Payment will be made only for actual services that have been received and approved and/or equipment which has been accepted by an authorized Purchasing Agency representative. The Contractor shall operate within the budgetary limitations established by the Purchasing Agency under the direction of its designee.

3.6. SUPPLIER PROFILE CHANGES

It is the responsibility of the Contractor to promptly update their profile in procurePHX at 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.

3.7. ESTIMATED QUANTITIES OR DOLLAR AMOUNTS

Quantities and dollar amounts listed in this work scope and on the price proposal form are the Purchasing Agencies’ best estimate and do not obligate the Purchasing Agencies to order or accept more than their actual requirements during the period of these Contracts, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the Contracts are to supply the Purchasing Agencies with their actual requirements for the Contract period.

3.8. ADDITION OR DELETION OF SERVICES



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The Purchasing Agencies reserves the right to add and/or delete services under the Contracts. If service levels increase or decrease, the cost will be adjusted in accordance with the Contract price.

All Contract changes may be incorporated into written and signed change orders to each Contract at the sole discretion of the respective Purchasing Agency. If applicable, each change order will state any increase or decrease in the amount of the compensation due to Contractor for the change in service. Oral changes to the Contract are not authorized, but the Purchasing Agency may provide changes by written notification to Contractor.

3.9 AUTHORIZED CHANGES:

The Purchasing Agency 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 extensions of delivery time will not be binding on the Purchasing Agency unless evidenced in writing and approved by that Purchasing Agency prior to the institution of the change.

3.10. SUSPENSIONS OF WORK

The Purchasing Agency and its project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the Purchasing Agency. 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 the Contract shall be coordinated with the Equipment Analyst. Any changes to the established schedule must have prior written approval by the Equipment Analyst.

3.12. POST AWARD CONFERENCE

Contractor shall attend a post-award conference to be held by the Equipment Analyst 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 Purchasing Agency's Equipment Analyst immediately of any occurrence and/or condition that interferes with the full performance of the Contract and confirm it in writing within 24 hours.

3.14. ADVERTISING

Contractor will not advertise or publish news releases concerning the Contract without the prior written consent of the Purchasing Agency, and the Purchasing Agency will not unreasonably withhold permission.



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3.15. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports, and other deliverables that may be created under the Contract are the sole property of the Purchasing Agency and will not be used by the Contractor or any other person except with prior written permission by the Purchasing Agency.

3.16. STRICT PERFORMANCE

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 the 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 the Contract.

3.18. LIQUIDATED DAMAGES

Performance Standards and Liquidated Damages:

All performance standards and liquidated damages will be strictly enforced. The Purchasing Agency reserves the right to monitor the Contractor in its performance of the Contract to ensure adherence to all performance specifications. The Purchasing Agency also reserves the right to review and modify these performance requirements and metrics as deemed necessary to facilitate continuous improvement.

The Contractor shall pay the Purchasing Agency liquidated damages for non-compliance with the performance specifications of the Contract. The Contractor agrees that any breach to the Contract will result in the Purchasing Agency suffering damages that are impractical or impossible to determine. The Contractor agrees that the assessments constitute a reasonable approximation of these damages, and the assessments are not a penalty. The Purchasing Agency may deduct liquidated damage payment's from the Contractor's total monthly invoice amount.

For each missed milestone, the Purchasing Agency may deduct the liquidated damages from monies due to or to become due to the Contractor, not as forfeit or penalty but as liquidated damages. Permitting the Contractor to continue and finish the milestone or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, will in no way operate as a waiver on the part of the Purchasing Agency of any of its rights under the Contract.

Failure to meet the agreed upon installation milestone timeframe.

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In lieu of actual damages, the Contractor shall pay to the Purchasing Agency as fixed, agreed-upon liquidated damages the amount of **\$250 per day**.

3.19. PROCUREMENT REPORTS

Contractor shall submit procurement reports upon request in an electronic format acceptable to the Purchasing Agency during the term of the Contract commencing one month after start period.

3.20. COMMUNICATION IN ENGLISH

It is mandatory that the Contractor’s lead person assigned to any Purchasing Agency facility can speak, read, and write in English to effectively communicate with the Purchasing Agency’s staff.

3.21. CONTRACTOR ASSIGNMENTS

The Contractor hereby agrees that any of its employees who may be assigned to a Purchasing Agency site to satisfy obligations under the Contract shall be used exclusively for that purpose during the hours when they are working in areas covered by the Contract and shall perform no work at the Purchasing Agency’s other facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Purchasing Agency or its authorized representative, the Contractor may be requested to perform the additional or special service.

3.22. TRANSITION OF CONTRACT

Contractor will, without limitation, provide important information to a successor Contractor and the Purchasing Agency to ensure continuity of service at the required level of proficiency and agrees to provide to the Purchasing Agency all files, supplies, data, records, and any other properties or materials of the Purchasing Agency, which the Purchasing Agency owns or has rights to pursuant to the Contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of the Contract.

3.23. BACKGROUND SCREENING:

Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contract Worker(s)”) pursuant to these Contracts will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise provided for in the scope of work. Contractor’s background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The Purchasing Agency requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

3.23.1. Background Screening Risk Level: The Purchasing Agencies have established two levels of risk: Standard and Maximum risk. If the scope of work changes, the Purchasing Agency may amend the level of risk, which could require the Contractor to incur additional Contract costs to obtain background screens or badges.

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3.23.2. Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts: Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under these Contracts.

3.23.3. Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to the Purchasing Agency’s entry into this Contract and any breach of these provisions will be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in this Contract, Contractor will defend, indemnify and hold harmless the Purchasing Agency for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Contract. The Purchasing Agency in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor’s services under this Contract or Contractor’s failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Contract.

3.23.4. Continuing Duty; Audit: Contractor’s obligations and requirements will continue throughout the entire term of this Contract. Contractor will maintain all records and documents related to all background screenings and the Purchasing Agency reserves the right to audit Contractor’s records.

3.23.5. Contractor’s Default; Liquidated Damages; Reservation of Remedies for Material Breach: If Contractor is required to access any Purchasing Agency facilities without an escort, Purchasing Agency badging is required. Contractor’s default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a Purchasing Agency facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a Purchasing Agency facility;
- Contract Worker commences services under this Contract without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the Purchasing Agency to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker’s badge or key upon termination of Contract Worker’s employment, reassignment of Contract Worker to another Purchasing Agency facility or upon the expiration, cancellation or termination of this Contract.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and Purchasing Agency holidays) from the date notice of default is sent by the



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Purchasing Agency. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the Purchasing Agency at law or in equity, the Contractor will be liable for and pay to the Purchasing Agency the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the Purchasing Agency at the time and making of this Contract if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the Purchasing Agency's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this Contract by Contractor and the Purchasing Agency expressly reserves all of its rights, remedies and interests under this Contract, at law and in equity including, but not limited to, termination of this Contract.

3.23.6. Employee Identification and Access: Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the Purchasing Agency's authorized representative.

Only authorized Contract Workers are allowed on the premises of the Purchasing Agency facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must **always** have Purchasing Agency issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

3.23.7. Key Access Procedures: If the Contractor Worker's services require keyed access to enter a Purchasing Agency facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

3.23.8. Stolen or Lost Badges or Keys: Contractor must immediately report lost or stolen badges or keys to the Purchasing Agency's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or

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key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

3.23.9. Return of Badge or Key: All badges and keys are the property of the Purchasing Agency and must be returned to the Purchasing Agency at the badging office within one business day (excluding weekends and Purchasing Agency holidays) of when the Contract Worker’s access to a Purchasing Agency facility is no longer required to furnish the services under this Contract. Contractor will collect a Contract Worker’s badge and key(s) upon the termination of the Contract Worker’s employment; when the Contractor Worker’s services are no longer required at a Purchasing Agency facility(s); or upon termination, cancellation or expiration of this Contract.

3.23.10. Badge and Key Fees: The following constitute the badge and key fees under this Contract. The Purchasing Agency reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Replacement Badge Fee:	\$55.00 per badge
Lost/Stolen Badge Fee:	\$55.00 per badge
Replacement Key Fee:	\$55.00 per key
Replacement Locks:	\$55.00 per lock

3.24. BACKGROUND SCREENING – MAXIMUM RISK

3.24.1. The current risk level and background screening required is **MAXIMUM RISK**.

3.24.2. Maximum Risk Level: A maximum risk background screening will be performed every five years when the Contract Worker’s work assignment will:

- work directly with vulnerable adults or children, (under age 18); or
- any responsibility for the receipt of payment of Purchasing Agency funds or control of inventories, assets, or records that are at risk of misappropriation; or
- unescorted access to:
 - Purchasing Agency data centers, money rooms, high-value equipment rooms; or
 - unescorted access to private residences; or
 - access to critical infrastructure sites/facilities; or
 - direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

3.24.3. Requirements: The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker’s proposed date of hire. In addition, Maximum screening levels may require additional checks as included

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herein, depending on the scope of work, and may be amended if the scope of work changes.

3.24.4. Contractor Certification; Purchasing Agency Approval of Maximum Risk Background Screening: Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the Purchasing Agency for maximum risk level background checks; and,
- submitting pass/fail results to the Purchasing Agency for approval; and,
- reviewing the results of the background check every three to five years, dependent on scope; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department; and,
- If, upon review of the background information, the Purchasing Agency will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Contract apply.
- By executing this Contract, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the Purchasing Agency is accurate and current.
- The Purchasing Agency final documented decision will be an “approve” or “deny” for identified Contract Workers.
- The Purchasing Agency will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the Purchasing Agency’s completed review.
- By executing this Contract, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- Contract Workers will not apply for the appropriate Purchasing Agency identification and access badge or keys until Contractor has received the Purchasing Agency’s written acceptance of Contract Worker’s maximum risk background screening. The Purchasing Agency may, in its sole discretion, accept or reject any or all the Contract Workers proposed by



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Contractor for performing work under this Contract. A Contract Worker rejected for work at a maximum risk level under this Contract will not be proposed to perform work under other Purchasing Agency contracts or engagements without that Purchasing Agency's prior written approval.

3.25. WARRANTY

All equipment supplied under the Contract shall be fully guaranteed by the Contractor for a minimum period of two (2) years from the date of acceptance by the Purchasing Agency. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by the Contractor (including parts and labor) without cost to the Purchasing Agency.

3.26. 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. The work area shall be cleaned at the end of each work day.

The Purchasing Agency 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 Purchasing Agency's Transit Facilities Contract Manager will be consulted.

3.27. DAMAGE TO PURCHASING AGENCY PROPERTY

Contractor shall perform all work so that no damage to the Purchasing Agency building or grounds results. Contractor shall repair any damage caused to the Purchasing Agency's satisfaction at no cost to the Purchasing Agency.

Contractor shall exercise care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing materials as approved by the Purchasing Agency at Contractor's expense.

3.28. EQUIPMENT INSTALLATION

All equipment shall be completely assembled and installed by the Contractor and ready for use on the Purchasing Agency's property at the locations noted in the Scope of Work, Section 5, sub-section 10.

3.29 EVALUATION LITERATURE

Bids submitted for products considered by the Contractor to be equal or better than the products specified herein must be submitted with technical literature and/or product brochures for the Purchasing Agency's use to evaluate the offered products. Complete specifications, literature, illustrations, blueprints, photos etc. describing the offered product shall be included with the Offer. Contractor shall indicate any variation between the product offered and the literature submitted.

3.30 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

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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.

The term “heavy duty” if used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production items and shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variations if, in the opinion of the PTD Project Manager, the basic unit meets the general intent of these specifications.

The product offered shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the Contractor shall so notify the City prior to the Offer due date.

3.31 INSPECTION AND ACCEPTANCE

Each product delivered shall be subject to complete inspection by the Purchasing Agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Three business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional three business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor’s responsibility to pick up unacceptable products, correct the deficiencies, and return the product following the corrections.



SECTION IV – INSURANCE AND INDEMNIFICATION

**CITY OF PHOENIX
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Purchase and Installation of Equipment

4.1 INDEMNIFICATION CLAUSE:

Contractor (Indemnitor) must indemnify, defend, save and hold harmless the Purchasing Agency 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, errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. 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 agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the Purchasing Agency. 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 subconsultants. 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 Purchasing Agency 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 and XCU coverage.

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

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The policy must be endorsed to include the following additional insured language: “The City of Phoenix [or RPTA/Valley Metro, respectively] 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
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The policy must be endorsed to include the following additional insured language: “The City of Phoenix [or RPTA/Valley Metro, respectively] 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 Purchasing Agency.
- 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.

4.2.1.4 Installation Floater

In an amount equal to the initial Contract Amount.

- The Purchasing Agency, Contractor, subcontractor and any others with an insurable interest in the work must be Insureds on the policy.
- Coverage must be written on an all risk, replacement cost basis and must include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.
- Policy must be maintained until whichever of the following must first occur: (1) final payment has been made; or, (2) until no person or entity, other than the Purchasing Agency, has an insurable interest in the property required to be covered.
- Policy must be endorsed such that the insurance must not be canceled or lapse because of any partial use or occupancy by the Purchasing Agency.

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- The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and must continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- Policy must contain a waiver of subrogation against the Purchasing Agency.
- Contractor is responsible for the payment of all deductibles under the Installation Floater policy.

4.3 ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:

4.3.1 On insurance policies where the Purchasing Agency is named as an additional insured, the Purchasing Agency 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.

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

4.4 NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the Purchasing Agency, 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 **(Purchasing Agency Representative’s Name & Address & Fax Number)**.

4.5 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 Purchasing Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

4.6 VERIFICATION OF COVERAGE: Contractor must furnish the Purchasing Agency with certificates of insurance (ACORD form or equivalent approved by the Purchasing Agency) 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 Purchasing Agency 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 **(Purchasing Agency Representative’s Name and Address)**. The Purchasing Agency project/contract number and project description are to be noted on the certificate of insurance. The Purchasing Agency 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 PURCHASING**

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AGENCY’S RISK MANAGEMENT DIVISION.

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

4.8 APPROVAL: 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.

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FEDERAL TRANSIT ADMINISTRATION CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchasing Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Purchasing Agency, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

- A. **Record Retention:** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

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- B. **Retention Period:** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records:** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.
- D. **Access to the Sites of Performance:** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

4. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the Purchasing Agency and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

5. CIVIL RIGHTS LAWS AND REGULATIONS

The Purchasing Agency is an Equal Opportunity Employer. As such, the Purchasing Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Purchasing Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- A. **Nondiscrimination:** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. **Race, Color, Religion, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it,



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referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. **Age:** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

D. **Disabilities:** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. TERMINATION

A. **Termination for Convenience.** This Contract may be terminated at any time by mutual written consent, or by the Purchasing Agency, with or without cause, upon giving 30 days’ written notice to Contractor. The Purchasing Agency at its convenience, by written notice, may terminate this Contract, in whole or in part. Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the date of termination. Contractor shall promptly submit these costs to Purchasing Agency for payment together with such supporting documentation as Purchasing Agency may require. If Contractor has any property in its possession belonging to Purchasing Agency, Contractor shall account for and return or dispose of the property as Purchasing Agency directs.

When Notice of Termination is received, Contractor shall immediately consult with Purchasing Agency about the goods and materials on order then or that are in place and about Contractor’s plan to proceed with the work had the Contract not been terminated. After this consultation, Contractor shall take whatever action Purchasing Agency may direct related to the Contract, including cancelling orders; retaining, selling or otherwise disposing of goods and materials; and winding up work or continuing to prosecute it.



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- B. Termination for Cause. Subject to Contractor's right to cure under the provisions of Section 11(D), Opportunity to Cure, if Contractor: (a) fails to provide any of the deliverables specified in this Contract within the time specified or any extension; or (b) fails to perform any other material provision of this Contract, Purchasing Agency may terminate the Contract for cause. Failure to perform includes any attempt by Contractor to use unacceptable personnel or supply materials, defective products or workmanship or to furnish the required service and/or product later than the time set forth in the Contract.

If, after termination for cause, it is determined that Contractor was not in default or that a delay was excusable, then the termination shall be deemed a termination for convenience, and Purchasing Agency may, in its sole discretion, require Contractor to continue performance of this Contract and, if appropriate under the circumstances, allow additional time for performance to be completed, and pay Contractor its costs of delay, demobilization and remobilization, if appropriate.

- C. Notice of Termination. Purchasing Agency shall give Contractor thirty (30) days' written notice before terminating Contractor for convenience or for cause. To effect either termination, Purchasing Agency shall deliver a Notice of Termination to Contractor specifying: (a) the nature of the default, if any; (b) the nature of the termination, i.e., whether for convenience or cause; (c) the date upon which the termination takes effect.
- D. Opportunity to Cure. Before termination for cause, the Procurement Officer, after consultation with Contractor, will deliver to Contractor a notice to cure and allow Contractor thirty (30) calendar days (or such other period agreed to between Contractor and Purchasing Agency) within which Contractor shall correct and cure the defect. Upon receiving the cure notice, Contractor shall diligently pursue the cure to completion. The notice will state the time period within which cure is permitted together with other reasonable conditions.

If Contractor fails to correct and cure the breach or default of any of the terms, covenants, or conditions of this Contract within thirty (30) calendar days (or such other period agreed to between Contractor and Purchasing Agency) after Contractor's receipt of the notice to cure specifying the nature of the default or breach, then Purchasing Agency may terminate this Contract by delivering a notice of termination for cause in accordance with Section 11(B), Termination for Cause.

Any termination for cause will not preclude Purchasing Agency from also pursuing all other available remedies against Contractor and its sureties for the default or breach.



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7. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the Purchasing Agency that would cause the Purchasing Agency to be in violation of the FTA terms and conditions.

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or Purchasing Agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its offer, the Offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Purchasing Agency. If it is later determined by the Purchasing Agency that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been

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granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor, as a condition of responsiveness, shall complete and submit the “Buy America” Certification Form **(Exhibit C)** with their bid.

10. VIOLATION AND BREACH OF CONTRACT

Dispute Resolution: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the Contracts Specialist II Lead or her designee. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Public Transit Director or the Director’s designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Public Transit Director or the Director’s designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Purchasing Agency or the Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

11. LOBBYING RESTRICTIONS

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The "Lobbying Certification" form, **(Exhibit D)**, must be completed, signed and submitted with Contractor’s offer.

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12. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

The Contractor shall also include these requirements in each subcontract exceeding \$150,000 financed in whole or part with federal assistance provided by FTA.

13. CARGO PREFERENCE REQUIREMENTS

Cargo Preference - Use of United States-Flag Vessels - The Contractor agrees:

- A. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

14. FLY AMERICA

Fly America Requirements

- A. *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

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- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, the Contractor, in performing work under this Contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

- E. The Contractor shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this Contract that may involve international air transportation.

15. SAFE OPERATIONS OF MOTOR VEHICLES

Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Purchasing Agency.

Distracted Driving - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

16. ENERGY CONSERVATION

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy

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Policy and Conservation Act.

17. RECYCLED PRODUCTS

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Phoenix is one of the fastest growing, multicultural cities in the country and has shown a historical commitment to business diversity. The Purchasing Agency and its partners strive to advance the economic growth of small businesses through its Disadvantaged Business Enterprise (DBE) Program.

The City of Phoenix DBE Program is managed and administered by the Purchasing Agency’s Equal Opportunity Department, Contract Compliance Division. Through a coordinated effort among several City departments and partner agencies, the DBE Program provides certification and opportunities in construction, purchasing, management and technical assistance, educational services, and networking.

SECTION I. DEFINITIONS

Agency means the City of Phoenix for purposes of this Contract.

Arizona Unified Certification Program (AZUCP) means a consortium of government agencies organized to provide reciprocal DBE certification within Arizona pursuant to 49 Code of Federal Regulations (CFR) Part 26. The official DBE database containing eligible DBE firms certified by AZUCP can be accessed at: <https://utracs.azdot.gov>. The certification system is called the Arizona Unified Transportation Registration and Certification System (AZ UTRACS).

Business to Government Now (B2G) means the web based certification and compliance system used to track and monitor DBE and Small Business Participation. The B2G system can be accessed at: <https://phoenix.diversitycompliance.com>

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including construction and professional services) and the buyer to pay for them.

DBE Compliance Specialist means an Agency employee responsible for compliance with this DBE Contract Clause.

EOD means the City of Phoenix Equal Opportunity Department.

Joint Venture (JV) means an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity. The JV is limited in scope and duration to this Contract. The resources, asset, and labor of the

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participants must be combined in an effort to accrue profit.

Outreach Efforts means the diligent and good faith efforts demonstrated by an Offeror to solicit participation from interested and qualified DBEs and other Small Businesses. Offeror shall identify and document potential business opportunities for DBEs and other Small Businesses, describe what efforts were undertaken to solicit DBE and Small Business participation, disclose results of negotiations with DBEs and Small Businesses, and communicate and record Offeror’s selection decisions relating to DBE and Small Business participants.

Disadvantaged Business Enterprise (DBE) means a Small Business Concern that has successfully completed the DBE certification process and has been granted DBE status by an AZUCP member pursuant to the criteria contained in 49 CFR Part 26.

Commercially Useful Function means that a DBE is responsible for executing the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its Contract with its own work force, or if the DBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE is presumed not to be performing a Commercially Useful Function.

Goods and Services Providers are firms that provide goods and services that represent a Commercially Useful Function directly to Transit as a DBE or Small Business.

Manufacturer means a firm that owns, operates or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the recipient, successful Offeror, or Transit Vehicle Manufacturer.

Regular dealer/broker is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or released to the public in the usual course of business.

Supplier means a firm that engages in, as its principal business, the purchase and sale of material or supplies required for the performance of a contract. The firm must own, operate, and maintain a store, warehouse or other establishment where the supplies are bought, kept in stock, and regularly sold to the public in the usual course of business.

Small Business Concern (SBC) means, with respect to firms seeking to participate in contracts funded by the U.S. Department of Transportation (US DOT), a Small Business Concern as defined in section 3 of the Small Business Act and Small Business Administration regulations implementing the Act (13 CFR part 121), which Small Business Concern does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b). “Small Business” and “Small Business Concern” are used interchangeably in this DBE Contract Clause.

Small Business Enterprise (SBE) means a small business that has been determined to

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meet the requirements for SBE certification with the City of Phoenix and whose certification is in force at the time of the award of business by the City. A directory of currently certified SBE firms is located at <https://phoenix.diversitycompliance.com> .

Race- and Gender-Neutral (RGN) Measures means a measure or program that is, or can be used to assist all Small Businesses.

Subcontract means a contract at any tier below the prime contract, including a purchase order.

Subcontractor means an individual, partnership, JV, corporation or firm that holds a contract at any tier below the prime contract, including a vendor under a purchase order.

Offeror means an individual, partnership, JV, contractor, corporation, or firm that tenders a submittal to the Agency to perform services requested by a solicitation or procurement. The submittal may be direct or through an authorized representative. (Offeror is inclusive of the terms: *Bidder, Offeror, Proposer, Respondent*, etc.)

Responsive Offeror means a firm that has met the minimum program requirements as outlined in the solicitation and due at the time of submittal.

Successful Offeror means a firm that has been awarded the contract by the Agency to perform services or furnish supplies requested by a solicitation or procurement.

Responsible Offeror means a firm that has been selected to continue in the procurement process by the Agency.

Transit Vehicle Manufacturers (TVMs) means any manufacturer whose primary business purpose is to manufacture vehicles specifically built for public mass transportation. Such vehicles include, but are not limited to: buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes (e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered transit vehicle manufacturers. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale “off the lot” are not considered transit vehicle manufacturers.

Transit Vehicle Manufacturers Goals for FTA recipients each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26.49.

SECTION II: GENERAL REQUIREMENTS

A. Applicable Federal Regulations

This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Agency must track and report DBE participation that occurs as a result of any procurement, JV, goods/services, or other arrangement involving a DBE. For this reason,

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the Successful Offeror shall provide all relevant information to enable the required reporting.

B. DBE Participation

For this solicitation, the Agency has *not* established a race- or gender-*conscious* DBE participation goal. The Agency extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Agency uses race- and gender-*neutral* measures to facilitate participation by DBEs and Small Businesses. The Agency *encourages* each Offeror to voluntarily subcontract with DBEs and Small Businesses to perform part of the work—a Commercially Useful Function—that Offeror might otherwise perform with its own forces.

C. Small Business Participation

The Agency will track the participation of all approved businesses throughout the life of this Contract. The Agency will count Small Business participation as authorized by federal regulations. A summary of these regulations can be found at www.ecfr.gov (49 CFR Part 26.39).

D. DBE Certification

Only firms (1) certified by the Agency or another AZUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from RGN measures on this Contract. This DBE determination affects the Agency’s tracking and reporting obligations to USDOT.

E. Civil Rights Assurances

As a recipient of USDOT funding, the Agency has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Agency and the Successful Offeror, and each Subcontract signed by the Successful Offeror and a Subcontractor, must include the following assurance *verbatim*:

“The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, sex, or creed in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Parts 21 and 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Phoenix deems appropriate.”

Note: For purposes of the required Contract and Subcontract language above, Successful Offeror is the “contractor” awarded the Contract.

SECTION III: PRE-AWARD SUBMITTAL REQUIREMENTS

Documentation due with initial qualifications-based submittal.

A. Form EO1 – Statement of Outreach Commitment

Each Offeror shall sign, date and submit a completed Form EO1 - Statement of Outreach Commitment (**Exhibit E**), with its initial qualifications-based submittal.

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B. Failure to Submit Form EO1

Submittals that do not have this form completed and signed will be deemed nonresponsive. A nonresponsive submittal will be disqualified from further evaluation.

SECTION IV: POST-AWARD SUBMITTAL REQUIREMENTS

The Agency has implemented outreach requirements for this Contract. Specifically, the Successful Offeror shall: (1) identify small-business-participation opportunities, including Commercially Useful Functions; (2) actively solicit proposals from small businesses; (3) evaluate small-business proposals; and (4) communicate selection decisions to small businesses, including each rejection of a small-business proposal.

Following the award of the Contract and prior to the execution of each phase, as a matter of compliance, the documentation of outreach efforts **must be submitted and approved on a date to be determined by Contract Owner:**

A. Form EO2 - Small Business Outreach Efforts

Due within three (3) business days. Successful Offeror shall complete and submit **Form EO2 - Small Business Outreach Efforts (Exhibit F)**, documenting its diligent, earnest outreach efforts for professional services, as described in this clause.

Successful Offeror shall list **All DBEs and Small Businesses** contacted by the Successful Offeror. Successful Offeror shall also provide the following minimum information to document its Outreach Efforts in the designated columns within Form EO2:

1. Column A - Small Business Name and Contact Information

Must list each business's full legal name and contact information. Successful Offeror shall inquire to obtain the following: the number of its employees, number of years in business and its estimated range of annual gross receipts.

2. Column B - Business Status

Indicate the business status. Check all that apply, if known.

- The official DBE database containing eligible DBE and SBC firms can be accessed at: utracs.azdot.gov
- City of Phoenix SBE Certification Directory can be accessed at: phoenix.diversitycompliance.com

3. Column C - Scope(s) of Work Solicited

List the scope(s) of work solicited for which the small business was considered for participation in the proposal. The solicitation shall include a description of the scope(s) of work being requested.

4. Column D - Solicitation Method

Indicate the solicitation method by which each small business was contacted for your outreach efforts, and provide supporting documentation. Supporting documentation must include a copy of the actual solicitation sent to DBEs and Small Businesses. The

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solicitation may be in the form of letters or attachments to email, phone logs, newspapers and trade papers, outreach events, etc. If using a log as supporting documentation, it must include:

- List the Solicitation Method
- Name of Offeror’s Representative
- Name of Company Contacted
- Name of Person Contacted
- Date and Time of Contact
- Details of the Communication

5. Column E - Selection Decision

Indicate the Successful Offerors selection decision for each small business that responded to the solicitation.

*If selected, indicate the Dollar Value.
If not selected, provide an explanation why firm was NOT selected.*

6. Column F - Method of Communication of Final Selection Outcome

The Successful Offeror must notify the final selection outcome to all small businesses that responded. The supporting documentation for this notification may be in the form of an email, letter, or a telephone log, etc. This documentation must show the following information regarding the final selection:

- List the Selection Outcome
- Name of Offeror’s Representative
- Name of Company Contacted
- Name of Person Contacted
- Date and Time of Contact
- Details of the Communication

*Successful Offeror shall provide supporting documentation that shows Offeror has communicated its final selection decisions and outcomes to all DBE’s and Small Businesses, including those not chosen to participate in this Contract.

B. Form EO3 - Small Business Utilization Commitment

Due within three (3) business days. The Successful Offeror shall complete, sign, date and submit EO3 - Small Business Utilization Commitment (**Exhibit F**), which commits Successful Offeror to the Agency as follows:

1. The firms indicated as “Selected” on Form EO2 Small Business Outreach Efforts, will participate in this Contract;
2. The Successful Offeror will comply with the Race- and Gender-Neutral post-award compliance requirements as stated in the DBE contract clause;

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3. Successful Offeror understands and agrees that any and all changes or substitutions to subcontracts with DBE's and Small Businesses must be authorized by the Compliance Specialist for the Contract Owner prior to implementation; and
4. The following statement is true and correct: The proposed total participation of DBE, SBC and SBE firms on this Contract will be designated on Form EO3 by the Successful Offeror.

C. Failure To Meet Outreach Requirements

The DBE Compliance Specialist will determine, in writing, whether Successful Offeror has satisfied all small business outreach requirements. If the DBE Compliance Specialist determines that Successful Offeror has failed to satisfy the outreach requirements, then the DBE Compliance Specialist may determine that the submittal is noncompliant. The Agency shall send written notice to the Successful Offeror stating the basis for the DBE Compliance Specialist's decision. Failure to fulfill the small business outreach requirements is considered a breach of Contract and shall result in a non-compliance determination.

D. Administrative Reconsideration

If the DBE Compliance Specialist determines that Successful Offeror is non-responsive, the Agency will permit Successful Offeror to request EOD to reconsider this determination. In its request for reconsideration, Successful Offeror may clarify its DBE documentation. The Successful Offeror may not submit or refer to new or revised documents or information. EOD will only reconsider the original DBE documentation as clarified in the request for reconsideration.

If Successful Offeror requests EOD to reconsider the Compliance Specialist's determination, Successful Offeror must provide written notice to the Agency and EOD within three (3) business days of the Agency's notice of noncompliance to Successful Offeror. The request for reconsideration should be addressed to:

**City of Phoenix Equal Opportunity Department
Business Relations Division-Contract Compliance Section
200 West Washington Street, 15th Floor
Phoenix, AZ 85003**

with a *copy* e-mailed to the Procurement Officer and the DBE Compliance Specialist.

SECTION V: POST-AWARD GENERAL REQUIREMENTS

A. Subcontracting Commitment

The small business subcontractors identified and accepted in the Small Business Outreach documents must have an executed contract* in place prior to the performance of work.

Successful Offeror shall submit to Agency, through the B2G system, all executed contracts, purchase orders, subleases, JV agreements, and other arrangements

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formalizing agreements between Successful Offeror and all subcontractors, upon execution throughout the life of this contract.

The Successful Offeror shall not terminate any approved DBE or Small Business Subcontracts, nor shall the Successful Offeror alter the scope of work or reduce the Subcontract amount, without the DBE Compliance Specialist's prior written approval. Any request to alter a DBE or Small Business Subcontract must be submitted in writing to the DBE Compliance Specialist before any change is made. If the Successful Offeror fails to do so, the Agency may declare Successful Offeror in breach of contract.

*Executed contracts and all lower tier contracts must contain the required Civil Rights Assurances and Prompt Payment provisions.

B. Counting Small Business Participation

The prime contractor may only count expenditures to AZUCP certified DBE subcontractors that perform a commercially useful function on the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A DBE subcontractor must perform a minimum of 30% of its subcontract value with its own workforce and equipment before its participation can be counted. DBEs must manage and control the performance of its contract and not be dependent on the prime's personnel and equipment to complete its work. Scope(s) of work not covered in the DBE firm's certification description **will not** be counted as DBE participation.

Commercially Useful Function & Counting of DBE Trucking/Hauling:

49 CFR Part 26.55 Section (d) defines Commercially Useful Function and the counting of DBE participation Trucking/Hauling as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose achieving DBE participation.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on

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the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

- Amounts paid for dump fees or materials being hauled/dumped cannot be counted as DBE participation.

Counting DBE certified Manufactures, Suppliers, and Brokers:

49 CFR Part 26.55 Section (e) permits the counting of expenditures with DBEs for materials or supplies toward DBE participation as provided in the following:

- If the materials or supplies are obtained from a **DBE manufacturer**, count 100 percent of the cost of the materials or supplies toward DBE participation.
- If the materials or supplies are purchased from a **DBE regular dealer (supplier)**, count 60 percent of the cost of the materials or supplies toward DBE participation.
- If materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, **(broker or manufacturer’s rep.)** count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies toward DBE participation.

If an approved DBE allows its DBE certification to expire, or the certification is revoked during the course of the Subcontract, the Agency will consider all work performed by the DBE under the original contract to count as DBE participation. No increased scope of work negotiated after expiration or revocation of the DBE’s certification may be counted. Any work performed under a Contract extension granted by the Agency may not be counted as DBE participation.

C. Small Business Substitutions or Terminations

As set forth in 49 CFR Section 26.53 (f)(1)(2)(3) after Contract award, the Agency will not allow substitution or termination from the proposed Small Business utilization except in extraordinary circumstances. The Successful Offeror’s request to modify Small Business participation must be in writing to the Phoenix DBE Compliance Specialist.

Successful Offeror’s written request must set forth the amount of substitution or why termination is sought, evidence that demonstrates why it is necessary, and any additional relevant information that the Phoenix DBE Compliance Specialist should consider. The Successful Offeror shall include with the request all documentation of Offeror’s attempts to subcontract with the Small Business and any other action taken to locate and solicit a replacement Small Business.

If the Small Business was approved by the Agency, the Phoenix DBE Compliance Specialist will consider whether or not the Successful Offeror has exercised diligent and good-faith efforts to find another Small Business as a replacement. The Successful Offeror shall notify the Phoenix DBE Compliance Specialist in writing of the necessity to substitute a Small Business and provide specific reason(s) for the substitution or replacement. Actual substitution or replacement of a Small Business may not occur before the Phoenix DBE Compliance Specialist’s written approval has been obtained.

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D. Prompt Payment of Subcontractors

The prompt payment clause shall be included in every contract and subcontract.

Per A.R.S. § 32-1129.01 the Successful Offeror must promptly pay its subcontractors, subconsultants, or suppliers within seven (7) calendar days. If the Successful Offeror diverts any payment received for a DBE's, Small Business's, or other Subcontractor's work performed on the Contract or fails to reasonably account for the application or use of the payment, the Agency may declare the Successful Offeror in breach of contract.

Under the prompt-payment provisions of 49 CFR Part 26, the Successful Offeror must ensure prompt and full release of retentions to Subcontractors and suppliers when their scope of work is complete and the Agency has paid Successful Offeror for the work. The Successful Offeror shall pay each Subcontractor's and supplier's retention no later than 30 days after the Agency has paid for the scope(s) of work, regardless if there's outstanding retention held against the Successful Offeror. If the Agency reduces the Successful Offeror's retention, the Successful Offeror shall correspondingly reduce the retentions of Subcontractors and suppliers that have performed satisfactory work.

Nothing in this section prevents the Successful Offeror from enforcing its Subcontract with a Subcontractor or supplier for defective work, late performance, and other claims arising under the Subcontract.

E. Remedies

If the Successful Offeror fails to comply with these contract provisions and the requirements set forth in 49 CFR 26.101 and 26.103, the Agency may take any one or more of the following actions:

1. Withhold future payments, including retention, until the Successful Offeror is determined to be in compliance; and/or
2. Cancel the Contract

SECTION VI: RECORDS & REPORTING REQUIREMENTS

A. Records

During performance of the Contract, the Successful Offeror shall keep all records necessary to document Small Business participation. The Successful Offeror shall provide the records to the Agency within 72 hours of the Agency's request and at final completion of the Contract. The Agency will prescribe the form, manner, and content of reports. The required records include:

1. A complete listing of all Subcontractors and suppliers on the project;
2. Each Subcontractor's and supplier's scope performed;
3. The dollar value of all subcontracting work, services, and procurement;
4. Copies of all executed Subcontracts, purchase orders, and invoices;
5. Total operating expenses and total costs of goods sales; and
6. Copies of all payment documentation and Change Orders.

B. Reports

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Successful Offeror is required to file the following payment reports in the B2G system:

1. Progress Payments:

By the 15th of *each* month, the Successful Offeror must enter payment information and related supporting documentation into the Agency’s web-based certification and compliance reporting system.

- a. The total of all payments received from the Agency during the previous month.
- b. All payments made to Subcontractors during the previous month.

The Successful Offeror is responsible for ensuring that subcontractors confirm receipt of payment in the B2G system by the end of each month.

2. Final Payment:

Before the Agency processes the Successful Offeror’s final payment and/or outstanding retention held against the Successful Offeror, the Successful Offeror shall notate in the B2G system:

- a. The payment to each subcontractor is considered “Final.”
- b. Every subcontractor must confirm they have received full and “Final” payment in the B2G system.
- c. For federal reporting purposes, Exhibit F must be completed and signed by the Successful Offeror and DBE firm(s) prior to Successful Offeror receiving final payment.

The Successful Offeror is responsible for ensuring that subcontractors confirm the receipt of full and “Final” payment in the B2G system.

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**Operator Protective Barrier Retrofit
SCOPE OF WORK**

6.1. Background

City of Phoenix:

The City of Phoenix Public Transit Department (CITY) operates a fleet of approximately 483 heavy duty transit buses. The fleet consists of 40’ and 60’ units manufactured by Gillig and New Flyer. Model years range from 2013 to 2020, with wheelchair ramps located at the rear door for the entire fleet.

Regional Public Transportation Authority (RPTA):

RPTA operates a fleet of approximately 333 heavy duty and medium duty transit buses. The RPTA fleet consists of 30’, 40’, and 60’ units manufactured by EIDorado, Arboc, Gillig and New Flyer. Model years range from 2010 to 2020, with wheelchair ramps located at the rear for most buses and at the front on buses with only single doors.

In an effort to help improve operator health and safety, the CITY and RPTA will be retrofitting the fleet with commercially available operator barriers.

6.2. Project Overview

Contractor shall provide the labor and materials to install driver barriers. Installations are to be completed on-site at CITY and RPTA properties (transit garages) in a manner that minimizes disruption to the day-to-day operations of the CITY & RPTA fleet. The City & RPTA will coordinate with the contractor and/or installation team to provide vehicles for retrofits based on the availability resources.

6.3. Skills and Experience

Contractor (and its subcontractors, if applicable) shall possess thorough knowledge, expertise, skills and experience in the following:

- 6.3.1 Quality assurance techniques,
- 6.3.2 Quality control techniques,
- 6.3.3 Quality management and project planning,
- 6.3.4 ASE certification is highly desired,
- 6.3.5 Extensive experience in heavy duty transit bus maintenance, repair and modifications.

6.4. Driver Safety Barrier Requirements

Contractor shall provide all parts and labor to mount a commercially available driver barrier in each bus as directed. The barrier must meet quality and design standards as described throughout this work scope.

- 6.4.1 The barrier must be designed to protect the operator from physical assaults

	<p style="text-align: center;">SECTION VI – SCOPE OF WORK</p>	<p style="text-align: center;">CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT</p> <p style="text-align: center;">302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003</p>
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by passengers including thrown objects, spitting, punching, or other forms of physical altercations.

- 6.4.2 The barrier must be lockable to prevent entry by unwanted persons.
- 6.4.3 The barrier must include a window that can be opened by the operator to facilitate communication and interaction between the operator and passengers at the operator’s discretion. The window shall be electrically operated and must be automotive grade anti-glare laminated safety glass. ***Plexiglas will not be accepted.*** The electrically operated window shall include automatic-up and automatic-down features.
- 6.4.4 The barrier must allow sufficient airflow to the driver to ensure the HVAC works effectively in the operator’s area. To optimize air flow, the barrier shall incorporate one or more variable speed fans, controllable by the operator.
- 6.4.5 The barrier must allow the operator to maintain visual contact with the passenger area of the bus.
- 6.4.6 The barrier should not obstruct views or cause reflective blind spots for any on-board cameras.
- 6.4.6 The barrier must not impede the operator’s view of the road in any direction.
- 6.4.7 The barrier must not impede the operator’s view of the bus’s mirrors or create any blind spots during normal driving operations.
- 6.4.8 The barrier must not unduly encroach upon the operator’s work space.
- 6.4.9 The barrier must not impede the flow of passengers boarding or disembarking and shall comply with all ADA accessibility regulations for wheelchair access.
- 6.4.10 The barrier must be of quality fit and finish without rattles, vibrations, or stresses to other components at attachment points. Installation will preserve the look and finish of existing surfaces, bulkheads, stanchions and dashboard areas. Any exposed holes resulting from the removal of fasteners during modification shall be plugged. Wiring harnesses shall not be exposed and must be routed to minimize conflict during routine operation. The finished barrier design shall be free of sharp edges.
- 6.4.11 The frame of the barrier and any stanchions added for mounting/latching purposes must be stainless steel or powder-coated yellow.

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6.4.12 The barrier shall be mounted securely to the bus with a single hinge post. Individual strap hinges or piano-type hinges shall not be allowed.

6.4.13 The barrier and its ancillary components must not impede, interfere or obstruct any of the existing onboard technology, including the farebox, headsign, or CAD/AVL system and any associated wiring/harnesses.

6.5. Quality Assurance and Compliance

Contractor shall provide technical advice during project performance for evaluation of any approved changes and/or use of substitute materials or components. Changes and/or substituted parts cannot change warranty coverage. All materials must meet OEM quality standards and repairs shall be completed using factory-recommended procedures and equipment. Inspections shall be conducted during all phases of the project as deemed necessary by the CITY. Contractor shall be responsible for ensuring compliance with the above and all other applicable regulations prior to the acceptance and release of the vehicle to the CITY.

6.6. Warranty

All parts and labor shall be warranted for a minimum period of 24 months from the time of written acceptance by the CITY, regardless of miles.

6.7. Project Duration

Contractor shall submit a project schedule for CITY and RPTA review and approval before commencing any work. The contractor is also required to maintain and update the schedule as necessary to ensure timely project completion. The project schedule will be determined by an agreement with the CITY and RPTA, the Contractor and the CITY’s and RPTA’s transit operations contractors. Work shall commence only upon issuance of a Notice to Proceed. Contractor shall schedule work to minimize vehicle downtime.

6.8. Transporting Vehicles

No transporting of vehicles is expected, as the project is to be completed onsite at CITY and RPTA facilities. CITY and RPTA transit fleet locations are as follows:

North Transit Facility
2010 W. Desert Cove Ave.
Phoenix, AZ 85029

South Transit Facility
2225 W. Lower Buckeye Rd.
Phoenix, AZ 85009

West Transit Facility
405 N. 79th Avenue

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Phoenix, AZ 85043

RPTA Tempe Facility
2050 W. Rio Salado Parkway
Tempe, AZ 85281

RPTA Mesa Facility
3320 N. Greenfield Road
Mesa, AZ 85215

RPTA West Facility
12815 N. 39th Avenue
Phoenix, AZ 85029

6.9. Delivery Instructions

Once the work is complete, each installation will be inspected by CITY and RPTA staff for quality and completeness. Upon successful inspection, the authorized CITY and RPTA staff will approve the installation.

6.10. Estimated Quantities

Services shall be performed on approximately 483 CITY buses and 333 RPTA buses. Additional quantities of spare parts may be requested at the discretion of the CITY and RPTA. It is expressly understood and agreed that the resulting contract is to supply the CITY and RPTA with its actual requirements throughout the contract period.

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1. TECHNICAL AND PRICE PROPOSAL

Each Offeror shall submit one (1) original, four (4) printed copies and four (4) electronic copies (*searchable* PDF format on four (4) separate flash drives) of its Technical Proposal.

The Offeror’s Price Proposal and Financial Information must be submitted in a separate sealed envelope within the offer package. This envelope must be clearly marked “Price Proposal and Financial Information.” Each Offeror shall submit one original, two printed copies, and one electronic copy (*searchable* PDF format on one flash drive) of the Price Proposal and Financial Information.

The submitted flash drives must contain electronic file copies of **all** offer text, spreadsheets, and diagrams included in the original printed offer.

2. PAYMENT TERMS

Offerors must choose an option, however if a box is not checked, the CITY will default to payment terms of net 45 days.

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

Payment discounts will be computed from date of receiving acceptable services or a correct invoice, whichever is later, to date payment is mailed by the CITY.

- 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 offeror 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 offeror will owe the CITY all costs. Contractor may opt-out of the SUA program once, but then may not rejoin during the same contract term.



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**CITY OF PHOENIX
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**302 N. 1st Avenue, Suite 900
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3. ADDENDA CERTIFICATION

The undersigned acknowledges receipt of the following addenda to RFP PTD19-005:

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered not responsive to the RFP. Include the acknowledged receipt of each addendum with the technical proposal.

Authorized Official: _____

Title of Authorized Official: _____

Company Name: _____



SECTION VII – SUBMITTALS

**CITY OF PHOENIX
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4. CONTRACT DISCLOSURE FORM

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
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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 City Code Section 43-34.
- 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).

- 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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CITY OF PHOENIX
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8. Acknowledgements

A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- 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.
- This “no-contact” provision only concludes when the contract is awarded at a 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 **disqualification**.

B. Fraud Prevention and Reporting Policy

- 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 aud.integrity.line@phoenix.gov.

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.

OATH

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.
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.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



SECTION VII – SUBMITTALS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003**

5. 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, Offeror 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 Offeror 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. 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

Director or delegate, Department

_____ this ____ day of _____ 2020
City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



SECTION VII – SUBMITTALS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**302 N. 1st Avenue, Suite 900
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6. 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 Regional Public Transit Authority/Valley Metro.

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.

Regional Public Transit Authority
A Municipal Corporation

Director or delegate, Department

_____ this ____ day of _____ 2020
Chief Executive Officer



SECTION VIII – PRICE SCHEDULE

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003**

FOR UPLOAD OF AWARDED PRICE SCHEDULE



SECTION IX - EXHIBITS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003**

- **EXHIBIT A – CITY OF PHOENIX BUS INVENTORY**
- **EXHIBIT B – RPTA BUS INVENTORY**
- **EXHIBIT C – BUY AMERICA CERTIFICATION FORM**
- **EXHIBIT D – LOBBYING CERTIFICATION FORM**
- **EXHIBIT E – FORM EO1 – STATEMENT OF OUTREACH COMMITMENT**
- **EXHIBIT F – FORM EO2, SMALL BUSINESS OUTREACH EFFORTS /
 ▪ FORM EO3, SMALL BUSINESS UTILIZATION COMMITMENT**