

**TUCSON TRANSIT MANAGEMENT LLC**  
**dba**  
**SUN TRAN**  
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 21-22-06  
PROPOSAL DUE DATE: April 5, 2022 @ 2:00 P.M. Local AZ Time  
PROPOSAL SUBMITTAL LOCATION: Sun Tran Main Lobby  
3920 N. Sun Tran Blvd., Tucson, AZ 85705

MATERIAL OR SERVICE: Transit Center Pressure Washing and Cleaning Services

PRE-PROPOSAL CONFERENCE DATE: March 22, 2022

TIME: 1:00 PM

LOCATION: Microsoft Teams Meeting:  
[Click here to join the meeting](#)

SENIOR BUYER: Michele Taylor  
TELEPHONE NUMBER: (520) 206-8805  
EMAIL: Michele.taylor@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our internet site at: <http://www.suntran.com> by selecting the Opportunities link, click on Procurement, then click on Current Solicitations and finally the associated solicitation number. Sun Tran does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.suntran.com](http://www.suntran.com), click on the Opportunities link, then click on Procurement and finally Vendor Registration. To update an existing record, use the same process as if registering. You may also call (520) 206-8805 or email [Michele.taylor@tucsonaz.gov](mailto:Michele.taylor@tucsonaz.gov) if you have questions.

Competitive sealed proposals for the specified material or service shall be received by Sun Tran, 3920 N. Sun Tran Blvd., Tucson, Arizona 85705, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be Sun Tran's Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Senior Buyer listed above.

**PUBLISH DATE: March 15, 2022**

**THIS PROPOSAL IS OFFERED BY:** \_\_\_\_\_

## INTRODUCTION

Tucson Transit Management dba Sun Tran is seeking proposals from qualified firms to provide hot water pressure cleaning services to three (3) transit centers located at:

Ronstadt Transit Center - 215 E Congress St Tucson, AZ 85701  
Roy Laos Transit Center - 205 W. Irvington Road Tucson, AZ 85706  
Tohono Transit Center - 4540 N Stone Ave Tucson, AZ 85705

## SCOPE OF WORK

### 1. GENERAL REQUIREMENTS

- A. Equipment and Cleaning Supplies: Contractor will provide all necessary equipment and cleaning supplies required for this Contract and must be used according to manufacturer instructions. Detergents, degreasers and other chemicals used must be appropriate for the surface being cleaned. Safety Data Sheets (SDS) for any cleaning supplies must be provided and approved by Sun Tran prior to use. Compensation for cost of supplies, the time to procure, deliver is included in the Flat Rate Fee for services.
- B. The Contractor shall have the capability to provide their own water source if needed or arrangements shall be made to use public or private sources.
- C. The Contractor is responsible for ensuring the pressure washing conforms to all applicable governing laws and regulations, including federal, state and local laws governing storm water disposal.
- D. Water Collections: All water collections and removals of gray (dirty) water is the responsibility of the Contractor. The Contractor will not divert any gray water to storm drain systems. Gray water shall not be diverted to on site sanitary sewer system. Removal of gray water also includes removal of large pools of water due to the service being performed.

The Contractor shall adhere to all OSHA, state, city, county and EPA regulations regarding discharges of pollutants to U.S. Waters. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be born solely by the Contractor.

The processing of gray water collection and or offsite disposal processing is the responsibility of the Contractor, such as Recovery/Reuse, or Mechanical Vacuum collection with off-site disposal or any other processes is the Contractor's sole financial burden. Common equipment used for collecting wastewater generated during pressure washing activities (booms, portable containment areas, berms, dikes and vacuum systems) must be approved for wastewater collection processes.

- E. Personnel Supervision: The Contractor shall provide supervision, and all training necessary as required to assure competent performance of the work to the highest standards of the industry. The Contractor's Supervisor shall make sufficient routine inspections to ensure that the work is performed as required by this Contract.
- F. Protection of Existing Facilities: The Contractor shall take every precaution to protect all public and private property during the performance of this Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or promptly replaced.
- G. Safety: The Contractor shall always ensure that the work they are doing does not endanger or cause harm to any member of the public in the general vicinity. Contractor is responsible for ensuring that their employees are courteous when dealing with members of the public. The Contractor shall provide barricades, delineators, and

or caution signs on/in driveways, sidewalk and or platform when work is being performed with a heightened awareness when pedestrians are present, or when deemed necessary for safety. The Contractor shall adhere to all OSHA guidelines.

## 2. SERVICES:

### A. Preparation of Site(s):

#### I. Trash Removal:

- Clean area by blowing/sweeping and removing loose trash - trash to be disposed in appropriate dumpsters.
- Removal of gum products.
- Graffiti, stickers, and hand-posted signs must be removed without damaging the surrounding.

#### II. Oil spot treatments:

- Contractor must use a degreaser product that is scrubbed into the oil or fluid contaminated area.
- Sun Tran will not accept any degreaser or cleaning products that are hazardous material (per SDS data sheets). Environmentally friendly ("green") products are preferred if cost effective.
- When cleaning oil spots, Contractor must allow the product to briefly soak into the concrete. The area must then be washed with hot water pressure washing equipment that produces a minimum of 3,500 to 4,000 psi (not to exceed 5,000 psi), with a water temperature of 200 degrees Fahrenheit or higher. Contractor must use a pressure wand in these areas, rather than using a surface scrubber(s).
- Oil spot treatment locations will be determined by a visual inspection by the Contractor's supervisor at the start of each visit.

### B. Pressure Washing Services General Requirements:

- I. Pressure cleaning must be done at a time of day that is convenient for business and property owners, from 11:30 PM – 4 AM.
- II. The work shall include a pressurized water treatment with temperatures not less than 180° Fahrenheit with and pressure of not less than 3,500 to 4000 psi (not in an excess of 5,000 psi) and a volume not less than 5 GPM to most surfaces.
- III. Cleaners chosen by Contractor must be designated for cleaning concrete. Biodegradable products are preferred, but not required.
- IV. Contractor shall be mindful of non-water resistant fixtures and should clean accordingly.

### C. Island Pressure Washing:

- I. Service areas of 4 feet and below shall be completed twice a week at all transit centers and accomplish the following:
  - Removal of dirt, oil spots and stains
  - Removal of human and animal waste and related stains
  - Removal of food waste and related stains
  - Removal of graffiti
  - Cleaning the base of trash cans (including the trash cans in the public right of way)
  - Removal of gum and other substances/objects stuck to surfaces
  - Cleaning of all areas 4 foot and below to include sidewalks, benches, poles, and structure sides.
  - All horizontal and vertical (structure poles/columns, wall, furniture, etc....) areas/surfaces must be pressure cleaned with a surface scrubber.
- II. Service areas of 4 feet and above shall be completed once every three months at all transit centers, and accomplish the following:
  - Removal of dirt and stains
  - Removal of human and animal waste and related stains
  - Removal of food waste and related stains
  - Removal of graffiti
  - Cleaning of all horizontal and vertical structure poles/columns and walls.

**D. Driveway Cleanings:**

- I. Services shall be completed twice a month, and shall accomplish the following:
- Removal of dirt, oil spots and stains
  - Removal of human and animal waste and related stains
  - Removal of food waste and related stains
  - Removal of graffiti
  - Removal of gum and other substances/objects stuck to surfaces

**E. Bathroom Cleanings:**

- I. Service shall include detailing, disinfecting, and sanitizing of all bathrooms located at the transit centers. Services shall be completed twice a week and accomplish the following:
- Floor to ceiling pressure cleaning to include all bathroom fixtures
  - Removal of dirt, oil spots and stains
  - Removal of human and animal waste and related stains
  - Removal of food waste and related stains
  - Removal of graffiti
  - Removal of gum and other substances/objects stuck to surfaces

**F. Emergency Cleanings:** Sun Tran may request emergency response for the pressure cleaning of the transit centers. Offeror shall provide pricing for performing emergency pressure cleaning services on an as requested basis. The Contractor agrees that in the event of such emergency cleanings, the Contractor shall comply with the following requirements:

- I. The Contractor may be required to respond to an emergency cleaning request without any advance notice. At all times, Contractor shall have sufficient personnel on call to accommodate this request.
- II. The Contractor shall be on site within two (2) hours of the emergency cleaning notification by Sun Tran.
- III. The Contractor shall complete emergency cleanings as soon as possible, but never more than four (4) hours from notification by Sun Tran.

**G.** Contractor shall provide Sun Tran with a 24-hour emergency response name and phone number including an alternate responsible for responding to calls. They may be notified by the Contract Representative or identified designees for authorization to assign emergency cleanings. Offeror may recommend a product or a different cleaning methodology that may be equal to or better than techniques listed; however, any recommendations must be submitted with the proposal and subject to approval. Alternate products/techniques submitted will be reviewed for approval.

**3. INVOICES:**

- A. The Contractor shall provide a fully itemized invoice to Sun Tran on a monthly basis and shall reflect the following information:
- a. Service(s) performed
  - b. Location(s)
  - c. Date(s)

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent Contract, the following definitions shall apply:

**Sun Tran:** Sun Tran Tucson, Arizona

**Contract:** The legal agreement executed between Sun Tran and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, Scope of Work, Amendments, the Contractor's offer and negotiated items as accepted by Sun Tran.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by Sun Tran.

**Contract Representative:** Sun Tran employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for Sun Tran authorized to sign contracts and amendments thereto on behalf of Sun Tran.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at Sun Tran's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, Sun Tran may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal Conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Senior Buyer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of Sun Tran's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to Sun Tran at this conference. Sun Tran will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Senior Buyer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Senior Buyer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written Amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting Contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of Contract requirements. The submission of a proposal will constitute a

representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

**6. PREPARATION OF PROPOSAL:**

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to **all** Evaluation Criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- F. Periods of time, stated as a number of days, shall be in calendar days.
- G. It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- H. Sun Tran shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

**7. PAYMENTS:** Payment terms are Net 45 Days after receipt of invoice.

**8. TAXES:** Sun Tran is not tax exempt for this Contract.

**9. PROPOSAL/SUBMITTAL FORMAT:** An original of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd disc, zip disc or USB Flash Drive in MS Office 2010 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

**10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with Sun Tran based upon the contract provisions contained in Sun Tran's Request for Proposal, including but not limited to, the specifications, Scope of Work and any terms and conditions. Offerors who wish to propose modifications to the Contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in Sun Tran's Request for Proposal shall prevail.

**11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of Sun Tran and may become a matter of public record available for review subsequent to the award notification.

**12. CONFIDENTIAL INFORMATION:** If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Senior Buyer of this fact should accompany the submission and the information shall be so identified wherever it appears. Sun Tran shall review all

requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information may be disclosed as public information, unless the Offeror submits a formal written objection.

- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. 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, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to Sun Tran's Administration Building at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope/package(s).
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, Sun Tran requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** Sun Tran reserves the right to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed Contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Exclusive or concurrent negotiations shall not constitute a Contract award nor shall it confer any property rights to the successful Offeror. In the event Sun Tran deems that negotiations are not progressing, Sun Tran may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful Offeror shall register with Sun Tran's Department of Procurement. Registration can be completed at <http://www.suntran.com/> by clicking on Opportunities, then Procurement and finally, Vendor Registration. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this Contract or a written determination from the City's Business License Section that a license is not required. At any time during the Contract, Sun Tran may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business

License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).

**22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful Offeror shall sign and file with Sun Tran, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

**23. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, Sun Tran reserves the right to:

- (1) waive any immaterial defect or informality; or
- (2) reject any or all proposals, or portions thereof; or
- (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to Contract with Sun Tran based upon the terms, conditions and Scope of Work contained in Sun Tran's Request for Proposal. Proposals do not become Contracts unless and until they are executed by Sun Tran's Director of Procurement and Assistant General Manager. A Contract has its inception in the award, eliminating a formal signing of a separate Contract. All of the terms and conditions of the Contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

**24. PROPOSAL RESULTS:** Results ARE NOT given in response to telephone, facsimile or electronic mail inquiries. A tabulation of the results will be available to all Proposers after evaluation and award. This tabulation is on file with the Sun Tran Procurement Department located at 3920 N Sun Tran Blvd by appointment only.

**25. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.



## PROPOSAL EVALUATION REQUIREMENTS

### 1. PROPOSAL EVALUATION CRITERIA - (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications and Experience of the Firm
- C. Price

### 2. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA - The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at minimum, the following:

#### A. Method of Approach

- 1. Present a proposed method of satisfying the requirements of the Contract. This shall be accomplished by covering the Scope of Work requirements on a point by point basis, The Offeror may utilize a written narrative or any other printed technique to demonstrate the ability to satisfy the Scope of Work. Offeror may also include digital materials.
- 2. Provide a list of materials, vehicles, and equipment inventory for use under this Contract. Inventory listed shall be located at a local facility (within Pima County).
- 3. Provide a list of products and supplies proposed for use under this Contract, specifically identify any "green" products.
- 4. Provide a detailed description of the firm's proposed staffing procedures for this Contract and include proposed staffing schedule.
- 5. Provide a detailed description of the manner in which crews will be mobilized in response to an award of a location.
- 6. Describe how emergencies would be handled and responded to including designated contact person and name.

#### B. Qualifications and Experience of the Firm

- 1. Provide a brief history of the firm.
- 2. Describe the qualifications and experience of your firm to provide the required services. Please include any competitive advantages or additional information that is applicable to the qualifications and experience of the firm.
- 3. Provide resumes and/or biographies for key personnel to include the proposed contract representatives and supervisors. Include contact and availability information for these individuals.
- 4. Provide the names and contact information for no less than three (3) and no more than six (6) references similar or identical to the scope.

#### C. Price

- 1. Provide a price proposal as requested on the Price Page attached herein.

### 3. GENERAL

- A. Shortlist:** Sun Tran reserves the right to shortlist the Offerors on all the stated criteria. However, Sun Tran may determine that shortlisting is not necessary.
- B. Interviews:** Sun Tran reserves the right to conduct interviews with some or all the Offerors at any point during the evaluation process. However, Sun Tran may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the

stated criteria. Sun Tran shall not reimburse the Vendor for the costs associated with the interview process. The interview may consist of a short presentation by the Offeror after which Sun Tran may ask questions and/or request clarification related to any element of a proposal and its qualifications. Sun Tran may also enter negotiations with the Offeror.

- C. Additional Investigations:** Sun Tran reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.
- D. Prior Experience:** Experiences with Sun Tran, the City of Tucson, and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response shall be taken into consideration when evaluating offers.
- E. Best and Final Offer:** The Offeror remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). For this request, Offerors may be asked to provide additional information, confirm or clarify issues and submit a final price offer. The BAFO's will be scored in the same manner as the original proposals.
- F. Multiple Awards:** To provide adequate Contract coverage, at Sun Tran's sole discretion, multiple awards may be made.

## SPECIAL TERMS AND CONDITIONS

### 1. INSURANCE:

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to Sun Tran at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance policy will include Sun Tran as an additional insured with respect to liability arising out of the performance of this Contract. Such additional insured shall be covered 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. The Contractor agrees that the insurance hereunder will be primary, and that any insurance carried by Sun Tran will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
<b>I. Commercial General Liability:</b>	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
<b>II. Commercial Automobile Liability</b>	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
<b>III. Workers' Compensation (applicable to the State of Arizona)*1</b>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

\*1 Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Senior Buyer listed in the solicitation.

- D. **ADDITIONAL INSURANCE REQUIREMENTS:** All policies shall include, or be endorsed to include, the following provisions:
  1. A waiver of subrogation endorsement in favor of Sun Tran, for losses arising from work performed by or on behalf of the Contractor.
  2. The insurance afforded the Contractor shall be primary insurance and that any insurance carried by Sun Tran and its agents, officials or employees shall be excess and not contributory.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this Contract in the insurance policies above shall require (30) days written notice to Sun Tran. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. Sun Tran in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** Contractor shall furnish Sun Tran with certificates of insurance (ACORD form or equivalent approved by Sun Tran) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by Sun Tran before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon Sun Tran's request, is a material breach of Contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

Sun Tran Contract number and Contract description shall be noted on the certificate of insurance. Sun Tran reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to Sun Tran separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.
- J. CONFIDENTIAL MATERIAL:** The Contractor will make all claim reports and files available to legal counsel selected by Sun Tran for the defense of lawsuits. All claim reports and files relating to Sun Tran will be kept strictly confidential and will not be released except at the direction of a court or Sun Tran's Risk Manager.
- 2. AWARD:** Sun Tran reserves the right to award by individual line item, by group of line items or a total, whichever is deemed most advantageous to Sun Tran. To provide adequate Contract coverage, at Sun Tran's sole discretion, multiple awards may be made.
- 3. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for one year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Sun Tran shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods or portions thereof. In the event that Sun Tran exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period, with possible exception of price.
- 4. PRICE ADJUSTMENT:** The Department of Procurement may review fully documented requests for a price adjustment only after the Contract has been in effect for one (1) year. A price adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process. The Department of Procurement shall determine whether the requested price adjustment or an alternate option is in the best interest of Sun Tran/Sun Link. Any price adjustment will be effective upon the effective date of the Contract extension.

Revised price(s) will not become effective until revised list(s) are submitted to Sun Tran under vendor cover letter identifying the applicable Contract and purchase order number. Contractor cover letter and pricing list(s) must be dated,

signed and submitted to Sun Tran's Procurement Department, 3920 N. Sun Tran Blvd., Tucson, Arizona 85705.

- 5. KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions. The Contractor shall appoint an individual acceptable to Sun Tran to serve as the full time Project Manager through the term of the Contract. This individual shall be responsible for the management and supervision of day-to-day activities under the Contract and shall serve as the primary contact to Sun Tran.

The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to Sun Tran.

If key personnel are not available for work under this Contract for a continuous period exceeding five (5) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify Sun Tran, and shall, subject to the concurrence of Sun Tran, replace such personnel with personnel of substantially equal ability and qualifications. Qualified Contractor employees must be available to perform all services in a timely manner. Sun Tran Contract Representative must be notified in advance if this requirement cannot be met.

- 6. REMOVAL OF CONTRACTOR'S PERSONNEL:** The selected Contractor acknowledges that any person assigned to work under this Contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this Contract, the Contractor agrees to be responsible for the work and behavior of that person during contract performance.

The Contractor acknowledges that Sun Tran has the right to require the removal of any Contractor's employee that Sun Tran determines at its sole discretion to be negatively effecting performance of work under the Contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the Contract; (2) conduct which is disruptive to Contract performance; (3) careless work.

- 7. PERFORMANCE:** Contractor agrees that, from and after the date that the applicable services commence, its performance of the Scope of Work will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this Contract. If the Scope provided pursuant to this Contract are changed, modified or enhanced (whether by Change Order or through the provision of new Scope), Sun Tran and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed.
- 8. RECORDS:** Pursuant to provisions of Title 35, Chapter 1, Article 6, Arizona Revised Statutes, Sect. 35-214 and 35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain all books, accounts, reports, files and other records relating to the acquisitions and performance of the Contract for a period of two years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of Sun Tran's Procurement Department.
- 9. CONFLICTS OF INTEREST:** An Offeror responding to this RFP acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure a Contract that may be awarded pursuant to this RFP upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the City of Tucson Mayor and Council, any employee of the City or Sun Tran has any financial interest in Offeror's firm. In addition, all communications regarding this solicitation shall be directed to the Department of Procurement. Interested Offerors shall refrain from engaging in any communication (written or verbal) regarding this solicitation or the matters involving this solicitation with any other City or Sun Tran staff. Sun Tran reserves the right to disqualify an Offeror from further participation in the RFP process in the event Sun Tran determines that Offeror has an actual or apparent conflict of interest with the purposes of this RFP, or has violated this Conflict of Interest.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of Sun Tran's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and Sun Tran and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of Sun Tran, and no delegation of any duty of the Contractor shall be made without prior written permission of Sun Tran's Director of Procurement. Sun Tran shall not unreasonably withhold approval and shall notify the Contractor of Sun Tran's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to Sun Tran, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of Sun Tran. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by Sun Tran.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to Sun Tran for the purpose of assuring that no information contained in its records or obtained from Sun Tran or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to Sun Tran. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by Sun Tran.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to initiate the following:
  - A. Amend the Contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or Contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the Contract.

This Contract shall only be modified with the approval of the Department of Procurement and Contractor. Except in the case of a documented emergency, approval must be granted prior to performance. Any Contract modification not explicitly approved by the Procurement Department through a written Contract Amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by Sun Tran.

- 11. CONTRACT:** The Contract shall be based upon the Request for Quotation issued by Sun Tran and the offer submitted by the Contractor in response to the Request for Quotation. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Quotation. Sun Tran reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Sun Tran's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between Sun Tran and the Contractor relating to this requirement and shall prevail over any and all previous agreements, Contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson & Sun Tran, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e et.seq.; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of Sun Tran and shall not be used or released by the Contractor or any other person except with prior written permission by Sun Tran.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. Sun Tran retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each Contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. Sun Tran may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall 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 shall 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 shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as

soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**18. GRATUITIES:** Sun Tran may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of Sun Tran amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by Sun Tran pursuant to this provision, Sun Tran shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

**19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Sun Tran, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against Sun Tran, it's agents, representatives, officers, officials, employees and volunteers for losses arising from the work

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to Sun Tran as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against Sun Tran, or Contractor fails to meet reporting requirements to section 6056 resulting in a penalty, Contractor indemnifies Sun Tran from and shall pay any assessed tax penalty.

**21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by Sun Tran.

Sun Tran will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a Sun Tran payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

**22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by Sun Tran. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

**23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to



determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.
- 25. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 26. LIENS:** All materials, services, and other deliverables supplied to Sun Tran under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by Sun Tran. Upon Sun Tran's request, the Contractor shall provide a formal release of all liens.
- 27. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Sun Tran. Sun Tran reserves the right to obtain like goods or services from another source when necessary.
- 29. OVERCHARGES BY ANTITRUST VIOLATIONS:** Sun Tran maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to Sun Tran any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 30. PAYMENT:** Sun Tran will issue a Purchase Order and pay subsequent invoices by one of the following payment methods upon receipt of goods or services in good order:
- A. Check
  - B. Electronic Funds Transfer: Contractor may sign up for EFT, no charge to Contractor, by submitting an EFT application to the City of Tucson. An application can be provided by Sun Tran upon request.
  - C. Credit Card: No convenience fees will be reimbursed and all credit card fees will be incurred by Contractor.
- The Contractor shall notify Sun Tran of their preferred payment method at least 2 weeks prior to the issuance of an invoice. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services. The Contractor's payment terms shall apply to all purchases and to all payment methods.
- 31. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on Sun Tran property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to Sun Tran, as determined and approved by Sun Tran's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, Sun Tran will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 32. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 33. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Sun Tran may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 34. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, 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 (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 35. RIGHT TO INSPECT:** Sun Tran may, at reasonable times, and at Sun Tran's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 36. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's quotation shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 37. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 38. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 39. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of Sun Tran's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used.
- 40. SUBSEQUENT EMPLOYMENT:** Sun Tran may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of Sun Tran, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from Sun Tran's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 41. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by Sun Tran, with or without cause, upon giving thirty (30) days written notice. Sun Tran, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, Sun Tran shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by Sun Tran before the effective date of termination.

Sun Tran reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. Sun Tran will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

- In the opinion of Sun Tran, the Contractor provides personnel that do not meet the requirements of the Contract;

- In the opinion of Sun Tran, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the opinion of Sun Tran, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;
- The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the opinion of Sun Tran, the Contractor fails to make progress in the performance of the requirements of the Contract;
- The Contractor gives Sun Tran a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of Sun Tran created by this Contract is conditioned upon the availability of Sun Tran, City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by Sun Tran and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by Sun Tran at the end of the period for which funds are available. Sun Tran will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to Sun Tran in the event this provision is exercised, and Sun Tran shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 42. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to Sun Tran until Sun Tran actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 43. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by Sun Tran shall not alter or affect the obligations of the Contractor or the rights of Sun Tran under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## PRICE PAGE

Sun Tran is requiring a Flat Rate Fee (lump sum) which shall include all costs to perform the required services, including but not limited to, direct and indirect costs for labor, overhead, materials and travel.

In addition to the Monthly and Quarterly Flat Rate Fee, additional per visit rates must be provided for any additional cleaning requirements which increases the service frequency. Any additional services will be at the request of Sun Tran and must be authorized by the Contract Representative. Any additional services performed without the authorization of the Contract Representative will not be guaranteed payment.

### SERVICES

### FLAT RATE FEE

#### Ronstadt Transit Center:

Island Pressure Washing:

- Service provided to all areas 4 feet and below twice a week \$ \_\_\_\_\_ per month
- Service provided to all areas 4 feet and above quarterly \$ \_\_\_\_\_ per quarter
- Service provided per additional visit \$ \_\_\_\_\_ per visit
- Emergency cleanings \$ \_\_\_\_\_ per visit

Bathroom Detailing of four (4) bathrooms:

- Service provided twice a week \$ \_\_\_\_\_ per month
- Service provided per additional visit \$ \_\_\_\_\_ per visit
- Emergency cleanings \$ \_\_\_\_\_ per visit

Driveways Cleaning:

- Service provided twice a month: \$ \_\_\_\_\_ per month
- Emergency cleanings \$ \_\_\_\_\_ per visit

#### Laos Transit Center

Island Pressure Washing:

- Service provided to all areas 4 feet and below twice a week \$ \_\_\_\_\_ per month
- Service provided to all areas 4 feet and above quarterly \$ \_\_\_\_\_ per quarter
- Service provided per additional visit \$ \_\_\_\_\_ per visit
- Emergency cleanings \$ \_\_\_\_\_ per visit

Bathroom Detailing of five (5) bathrooms:

- Service provided twice a week \$ \_\_\_\_\_ per month
- Service provided per additional visit \$ \_\_\_\_\_ per visit
- Emergency cleanings \$ \_\_\_\_\_ per visit

Driveways Cleaning:

- Service provided twice a month: \$ \_\_\_\_\_ per month
- Emergency cleanings \$ \_\_\_\_\_ per visit

#### Tohono Transit Center

Island Pressure Washing:

- Service provided to all areas 4 feet and below twice a week \$ \_\_\_\_\_ per month
- Service provided to all areas 4 feet and above quarterly \$ \_\_\_\_\_ per quarter
- Service provided per additional visit \$ \_\_\_\_\_ per visit
- Emergency cleanings \$ \_\_\_\_\_ per visit

Bathroom Detailing of five (5) bathrooms:

- Service provided twice a week \$ \_\_\_\_\_ per month
- Service provided per additional visit \$ \_\_\_\_\_ per visit
- Emergency cleanings \$ \_\_\_\_\_ per visit

TUCSON TRANSIT MANAGEMENT LLC  
dba SUN TRAN  
3920 N. SUN TRAN BLVD. TUCSON, AZ 85705  
FAX: (520) 293-3442

**REQUEST FOR PROPOSAL NO. 21-22-06**

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SENIOR BUYER: Michele Taylor

PH: (520) 206-8805

Driveways Cleaning:

- Service provided twice a month:
- Emergency cleanings

\$ \_\_\_\_\_ per month

\$ \_\_\_\_\_ per visit

## OFFER AND ACCEPTANCE

### OFFER

#### TO SUN TRAN:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Title

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. \_\_\_\_\_.

**TUCSON TRANSIT MANAGEMENT, LLC.  
dba SUN TRAN**

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
As Assistant General Manager and not personally

\_\_\_\_\_  
Danielle Carley as Director of Procurement and not personally

**ATTACHMENT A**  
**SUBMITTAL REQUIREMENTS**

1. Detailed response to Scope of Work and Evaluation Criteria:
  - A. Method of Approach
  - B. Qualifications and Experience of the Firm
  - C. Price
2. Price Page(s)
3. Insurance documents
4. Signed Offer and Acceptance Page
5. Signed Amendment(s) (If applicable)
6. Submittal Format:
  - A. Original copy shall be single-single sided, three hold punched, in a binder and clear labeled "Original"
  - B. The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, the response to the Evaluation Criteria and completed Price Page.
  - C. One electronic copy of the proposal on cd, disc, zip disc or USB flash drive in MS Office 2010 or .pdf format.
  - D. Proposals must be submitted in a sealed envelope or package. The words "SEALED PROPOSAL" with the Request for Proposal Title, Request for Proposal Number, Proposal Due Date and Time and Offeror's Name & Address shall be written on the envelope or package.
  - E. Proposals must be delivered to Sun Tran's Administrative Building 3920 N Sun Tran Blvd Tucson, AZ 85705