

TUCSON TRANSIT MANAGEMENT LLC
dba
SUN TRAN
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	22-23-02
PROPOSAL DUE DATE:	September 1, 2022 @ 2 P.M. Local AZ Time
PROPOSAL SUBMITTAL LOCATION:	Sun Tran Main Lobby 3920 N. Sun Tran Blvd., Tucson, AZ 85705
MATERIAL OR SERVICE:	Non-Revenue Vehicle Maintenance
PRE-PROPOSAL CONFERENCE DATE:	August 17, 2022
TIME:	2:00 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, 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 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: AUGUST 10, 2022

THIS PROPOSAL IS OFFERED BY: _____

INTRODUCTION

Tucson Transit Management (dba) Sun Tran maintains and operates the transit, paratransit (Sun Van), and light rail systems for the City of Tucson. Sun Tran/Sun Van is seeking proposals from qualified, reputable firms to provide scheduled preventive maintenance inspection (PMI) service, repair service, and tire service for our fleet of forty-seven (47) non-revenue vehicles. A complete inventory of our non-revenue vehicles are presented in Attachment B.

SCOPE OF WORK

I. GENERAL REQUIREMENTS

- A. Contractor shall provide oil, lubricants, fluids, tires, tubes and all other operating supplies and accessories necessary for the operation of Sun Tran's and Sun Van's non-revenue fleet. All operating supplies and accessories shall meet or exceed OEM requirements. Sun Tran/Sun Van Assistant General Manager or designee reserves the right to substitute synthetic engine oil requirements with conventional engine oil due to Sun Tran/Sun Van engine oil change interval requirements.
- B. Contractor shall perform maintenance and repairs including all labor and parts which may be required to keep vehicles in good and safe operating condition, with the exception of collision damage and windshield repair/replacement.
- C. Contractor shall perform scheduled mechanical preventive maintenance inspection (PMI) and services. Please refer to Attachment C: Sun Tran and Sun Van Preventative Maintenance Inspection Intervals.
- D. Contractor shall provide an exterior and interior cleaning of each vehicle at a minimum of every PMI interval.
- E. Contractor shall provide proper tools and equipment necessary to perform ongoing vehicle inspection, adjustment and repair functions
- F. Contractor shall act as an authorized warranty agent and report all warranty repairs monthly.
- G. Contractor shall respond to a vehicle requiring service immediately but not later than twenty-four (24) hours from notification.
- H. Contractor shall be responsible for picking up vehicles requiring service/repair from Sun Tran/Sun Van and returning vehicles to Sun Tran/Sun Van when service/repair is complete. Designated Sun Tran/Sun Van personnel may drop off and/or pick up vehicles in lieu of Contractor when designated personnel is available.
- I. Contractor must provide service during normal business hours Monday through Friday, 8:00 a.m. to 5:00 p.m. Contractor's site manager or shop foreman will be accessible to Sun Tran/Sun Van personnel during Sun Tran's/Sun Van's hours of operations.
- J. Contractor personnel will wear a distinct uniform identifying them as maintenance personnel.
- K. The Contractor will provide monthly service reports to Sun Tran/Sun Van Assistant General Manager or designee.
- L. Sun Tran /Sun Van Assistant General Manager or designee reserves the right to prioritize maintenance services in emergencies or periods of unusually high vehicle demand.
- M. The Contractor's maintenance facility shall be located within a twenty (20) mile radius of the Tucson Metropolitan area.
- N. Fleet inventory information is provided in Attachment B. Fleet inventory is subject to change, at any time with no prior notice

II. PREVENTIVE MAINTENANCE PLANS, RECORDS AND DOCUMENTS

- A. Contractor shall provide a written preventive maintenance plan that meets or exceeds the vehicle manufacturer's requirements and conforms to any applicable Federal Transit Administration/Department of Transportation and Mobility requirements. The plan shall include the PMI schedule and indicate the maintenance actions taken at each interval. The plan shall also include replacement of any worn, damaged, missing parts or wear items & components between preventative maintenance intervals.
- B. A records management system shall be maintained. These records, such as Preventative Maintenance Inspection forms, Repair Orders, and Daily Vehicle Reports shall be complete before filing, and shall be filed in a systematic order.
- C. The use of a computerized vehicle maintenance information system and printer is required. A means by which vehicle PMI and service intervals (by mileage and date) shall be identified and tracked on a daily basis with capability of monthly reports. The Contractor will submit monthly activity reports to the Sun Tran/Sun Van Assistant General Manager or designee.
- D. Maintenance records shall be maintained in such a manner that the following information will be available to Sun Tran/Sun Van management, the City of Tucson Department of Transportation and Mobility, or any other regulatory agency on demand or on a periodic recurring basis:
 - 1. Total time unavailable for service
 - 2. Cumulative tire replacement
 - 3. PMI services performed
 - 4. Oil Consumption
 - 5. Unscheduled repairs
 - 6. Road calls
 - 7. Mileage
 - 8. Provide monthly activity reports

The data must be available for each individual vehicle, and /or for the entire non-revenue fleet. The data may be required on a weekly, monthly, semi-annual, annual, and/or for the entire service life of the individual vehicle or for the entire non-revenue fleet. Additional reports may be required.

- E. A Preventive Maintenance Inspection (PMI) form shall be used at every scheduled service to document defects.
- F. Sun Tran/ Sun Van staff will provide by email or phone when a vehicle is due for service or repair. The Contractor will provide an estimate for additional repairs or findings and defects, if any, to Sun Tran staff for approval.
- G. A repair order shall be used to record all repairs made as the result of PMI, vehicle log, and/or any scheduled or unscheduled repair.
- H. A completed repair order of all repairs made as the result of PMI, vehicle log, and/or scheduled or unscheduled repairs shall be submitted to the Sun Tran/Sun Van Assistant General Manager or designee no later than 24 hours after the work is completed. Contractor must complete the scheduled PM Service the same day it receives the vehicle.

III. MAINTENANCE TECHNICIAN QUALIFICATIONS

- A. All technicians shall have experience and qualifications necessary to maintain the following technologies:
 - 1. Computerized engine management systems
 - 2. Computerized transmission management systems
 - 3. Electronic systems
 - 4. Fuel injection systems
 - 5. OEM emission packages
 - 6. Heating/Air Conditioning Systems

7. Current certification for handling refrigerant of all types
 8. Air bag technology
 9. Anti-lock brake technology
 10. Vehicle body construction and related systems.
- B. In light of the applied technology of these vehicles and the further obligations of Sun Tran/Sun Van, it is imperative that the Contractor's maintenance technicians performing diagnostics and repairs are knowledgeable in the vehicle system component and repair techniques of the fleet. It is required that all technicians hold certificate(s) of competence from training organizations such as: General Motors, Ford or Chrysler Schools, or the Automotive Service Excellence (ASE).

V. VEHICLE PARTS

- A. The Contractor shall ensure that parts for vehicle repair and PMI services are stocked at appropriate levels or available through local sources, in order to maximize PMI functions and minimize vehicle down time. Parts or their sources should be available during all shifts.
- B. The actual purchase, inventory, control, warranty return, and core return procedures shall be the responsibility of the Contractor. The Contractor will submit monthly activity reports to the Sun Tran/Sun Van Assistant General Manager or designee.
- C. A tracking system shall be implemented to resolve repeat component failures (should they occur) before the point that multiple vehicles are placed out of service. The Contractor will submit monthly activity reports to the Sun Tran/Sun Van Assistant General Manager or designee.
- D. Contractor shall provide documentation authorizing them as an approved and qualified warranty representative.
- E. Contractor will be responsible for coordinating all warranty repairs with OEM.

VI. ENVIRONMENTAL REGULATIONS

- A. Contractor shall comply with all current state, county and city environmental rules and regulations.
- B. Contractor shall be responsible for the periodic testing and the maintenance of bulk storage containers for motor oil, transmission fluid, engine coolant, gear oil, diesel fuel, and any other petroleum product stored on contractor's site. This requirement also pertains to any used petroleum containers.
- C. Contractor shall be responsible for the removal of all used petroleum, including any absorbent used in the maintenance process or as the result of minor spills.
- D. Contractor shall be considered the generator of any controlled waste product generated while performing this contract.
- E. Contractor shall have a documented procedure for handling oil and fuel spills, hardened contamination, industrial wastewater from vehicle cleaning activities including pressure washing, steam cleaning, and storm water runoff.
- F. Contractor shall comply with all EPA and RCRA regulations and policies regarding hazardous waste. It is the Contractors responsibility to remain in compliance.
- G. Contractor shall have a process in place to dispose of all hazardous waste including old batteries, solvents, used oil, oil filters, engine coolant, refrigerant, tires and parts. The Contractor agrees to develop and implement a recycling program which will effectively address the following: used oil, used transmission fluid, used gear oil, used oil filters, and used engine coolant and old batteries.

VII. VEHICLE TIRES

- A. Contractor shall purchase, inventory, and control all tires and tire related service. The tires utilized must meet the US Department of Transportation specifications as to size, axle weight, carrying capability, and inflation pressures as noted on the vehicle F.M.V.S.S. certification plate attached to the vehicle door jamb by the manufacturer.

- B. Contractor shall ensure that all maintenance technicians and /or outside tire dealers are conversant with the provisions of the Code of Federal Regulations 49 as it relates to vehicle tires. Pursuant to that code (which is not inclusive here) the Contractor is reminded that:
 - 1. Tires are to be inflated to the proper pressure during PM inspections.
 - 2. Tires will not be used which have "cord" damage or "cord" cuts.
 - 3. Tires with less than 4/32 inch tread depth (measured between fillets at major tread grooves) shall not be used on steer axles. Tires with less than 2/32 inch tread depth shall not be used on non-steer axles.
 - 4. Lead free weights shall be used for tire balancing.
- C. Contractor shall also be responsible for possible State Regulations that may apply for tire disposal.
- D. Contractor may sub-contract any portion of the scope of work at their expense.

VIII. VEHICLE FLUIDS

- A. Contractor is responsible for maintaining vehicle fluid levels.
- B. Contractor agrees to be responsible for properly checking engine oil, engine coolant, and all other fluids for all contract vehicles. The cost of these items, other than at times when Contractor performs service and maintenance on the vehicles, will be at the Contractor's sole cost and expense.
- C. Contractor will be responsible for repairs due to excessive fluid use between PM intervals.

IX. SHOP SAFETY

- A. Contractor shall submit a written shop safety plan conforming to all federal, state and local regulations.
- B. Contractor shall maintain the shop area in a safe condition and shall be responsible for the enforcement of shop safety. The Contractor shall maintain the shop area in an orderly manner. Exceptional housekeeping procedures must be enforced and the shop will be subject to inspection at any time by Sun Tran's/Sun Van's Assistant General Manager or designee.
- C. Contractor will submit their Drug Free Workplace policy to Sun Tran/Sun Van. The Contractor will be required to provide proof of compliance on a periodic basis.
- D. Safety Data Sheets shall be maintained as required by law.

X. OPERATIONS

- A. Service Restriction: Vehicles shall not be used for any service or business not directly related to this program and approved by Sun Tran/Sun Van. Vehicles shall not be provided to employees to travel to and from work or for any other reason not directly related to the services provided.
- B. Drivers: The Contractor's drivers shall at all times be deemed to be the employees of the Contractor, and the Contractor shall be solely liable for the payment of all wages and other benefits made available to such drivers in connection with their employment. The Contractor shall be entirely responsible for the employment and supervision of all drivers necessary to perform their operations. Such responsibilities shall include, although not necessarily be limited to driver recruitment, screening, selection, training, supervision, employee relations, evaluation, retraining, and termination.
 - 1. The Contractor's drivers shall be provided educational awareness regarding safety risks associated with distracted driving and the Contractor agrees to enforce the ban on text messaging while driving.

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

Sun Van: Sun Van 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 NUMBER, TITLE, 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.

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. Experience of Firm in Fleet Maintenance
- B. Qualifications of Technicians & Supervisory Personnel
- C. National Warranty Service
- D. Proposed Fee Schedule
- E. Preventative Maintenance, Safety, Operational and Drug Free Compliance Plans
- F. Environmental Protection and Recycling Programs

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. Experience of Firm in Fleet Maintenance

- 1. Offeror shall identify proposed staff members including names and specific assignments and the designated Project Manager, staff-hour estimates attributable to each key staff member and general support staff and resumes of key staff members including detailed descriptions of involvement with projects of similar or identical scopes.
- 2. Offeror shall detail both the firm and proposed key personnel's experience on at least three projects of similar nature, with reference names, dates of completion, associated costs, and telephone numbers. The Offeror must provide a detailed description of services rendered which involved the proposed Project Manager and key personnel.
- 3. Offeror shall provide a list of any subcontractors to be used in performing the service. For each subcontractor proposed, their specific qualifications should be detailed.
- 4. Offeror shall provide a description of the Proposer's record keeping system(s).

B. Qualifications of Technicians & Supervisory Personnel

- 1. Offeror shall provide a list of the specified qualifications the Offeror has in supplying the specified services.
- 2. Offeror shall provide a description of the entrance requirements for its maintenance technicians. Include also, if applicable, a detailed description of the Offeror's training/continuing education program. Provide a list of their current maintenance staff, including their names and any and all corresponding certificates of competency from training organizations.
- 3. Provide the estimated time to pick up the vehicle from notification. Provide the estimated time to delivery of the vehicle from notification.
- 4. Provide the estimated time to complete the PMI.
- 5. Provide the estimated time for a tire repair or replacement.
- 6. Provide a sample invoice for a complete brake job on a 2015 Ford Taurus 4-Door Sedan to reflect actual pricing per submitted prices to include pads, rotors and associated hardware.

C. National Warranty Service

- 1. Offeror shall describe its ability to provide warranty service.

D. Proposed Fee Schedule

1. Offeror shall provide fee cost proposals as requested on the Price Sheet attached herein. Fee must include but is not limited to direct and indirect costs for labor, materials, parts mileage, etc. The fee must include all applicable taxes.

E. Preventive Maintenance, Safety, Operational and Drug Free Compliance Plans

1. Offeror shall provide operational plan relating to vehicle and equipment preventative maintenance. This should include who performs such maintenance and a schedule outline showing the frequency of preventive maintenance. The Offeror shall also provide a Preventive Maintenance Inspection (PMI) or comparable form.
2. Offeror shall provide a description of their shop safety plan and the steps the Offeror plans to take to ensure its enforcement and compliance with the Drug Free Workshop policy.
3. Offeror shall provide plan/process for handling road calls.

F. Environmental Protection and Recycling Programs

1. Offeror shall provide a description of steps the Offeror intends to take to implement the environmental protection program pursuant to Item VI. in the Scope of Work.

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, Sun Van, 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
I. Commercial General Liability:	
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
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
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
III. Workers' Compensation (applicable to the State of Arizona)*1	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	\$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	\$ 500,000
Each Occurrence	\$1,000,000
V. Garage Legal Liability - In addition to I, II, III, IV	
Garage Liability	\$2,000,000
Each Occurrence	\$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. PERFORMANCE SURETY: The successful Offeror must furnish a performance surety in the amount of Five Thousand Dollars (\$5,000.00) within ten days after notice of award. The surety will be in the form of a bond, cashier's check, certified check, money order, letter of credit, or certificate of deposit. Personal or company checks are not acceptable unless certified.

3. 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.

4. 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.

- 5. 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.

- 6. DEVIATIONS:** Any deviations from minimum requirements must be stated in an attached letter. If no deviations are taken, Sun Tran will expect and require complete compliance with the specifications and all conditions of purchase.

A.

- 7. ESTIMATED QUANTITIES:** The quantities shown are estimates only and Sun Tran reserves the right to increase or decrease amounts as circumstances may require.

- 8. INSPECTION:** Sun Tran reserves the right to inspect the Contractor's facility at any time during working hours.

- 9. 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.

- 10. MAINTENANCE & CONTROL OF EQUIPMENT:** Contractor shall be responsible for security, oversight and control of equipment provided by Sun Tran for Contractor's use. Contractor shall be responsible for the maintenance, repair and/or replacement of any equipment that is damaged (with the exception of normal wear and tear), destroyed or missing.

B.

- 11. MAINTENANCE FACILITIES:** The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential Contractor is required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by Sun Tran to determine adequacy.

- 12. MULTIPLE AWARDS:** To provide adequate Contract coverage, at Sun Tran's sole discretion, multiple awards may be made.

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 venture, 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. Credit Card: No convenience fees will be reimbursed and all credit card fees will be incurred by Contractor.
 - B. Check
 - C. 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.
- 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.

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

REQUEST FOR PROPOSAL NO. 22-23-02
PAGE 21 OF 28
SENIOR BUYER: MICHELE TAYLOR
PH: (520) 206-8805

PRICE PAGE

Refer to Attachment A

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 B

SUN TRAN NON-REVENUE VEHICLE INVENTORY 3920 NORTH SUNTRAN BLVD, TUCSON, AZ 85705

Vehicle No.	Description	VIN	Mileage as of 06/14/2022
N1164*	2009 Toyota Prius Hybrid 4-Dr Sedan	JTDKB20U497839817	152928
N1165*	2009 Toyota Prius Hybrid 4-Dr Sedan	JTDKB20UX93482408	152914
N1166*	2009 Toyota Prius Hybrid 4-Dr Sedan	JTDKB20U193480580	152805
N1170*	2012 Toyota Prius Hybrid 4-Dr Sedan	JTDKN3DU9C1567715	133057
N1171*	2012 Toyota Prius Hybrid 4-Dr Sedan	JTDKN3DU3C5479261	146114
N1334	2016 Ford Taurus 4 Door Sedan	1FAHP2D89GG136709	120568
N1335	2016 Ford Taurus 4 Door Sedan	1FAHP2D85GG136710	146102
N1336	2016 Ford Taurus 4 Door Sedan	1FAHP2D87GG136711	92302
N1337	2016 Ford Taurus 4 Door Sedan	1FAHP2D89GG136712	36870
N1338	2016 Ford Taurus 4 Door Sedan	1FAHP2D80GG136713	97395
N1341	2016 Ford Taurus 4 Door Sedan	1FAHP2D86DG232423	107289
N1355	2015 Ford Taurus 4-Dr Sedan	1FAHP2D88FG142501	45741
N1356	2015 Ford Taurus 4-Dr Sedan	1FAHP2D88FG142502	34029
N2587	2021 Ford F150-Half Ton Pickup	1FTEX1C55MKE95370	5105
N2588	2021 Ford F150-Half Ton Pickup	1FTEX1C57MKE95371	4040
N2646	2013 Ford Service Truck F250	1FTBF2A60DEB4710	91862
N2647	2013 Ford Service Truck F250	1FTBF2A60DEB4711	73610
N2648	2013 Ford Service Truck F250	1FTBF2A60DEB47111	37750
N3122	2013 Ford Econoline Van E350 XL Super Duty	1FBSS3BL8DDB0839	149420
N3133	2019 Ford Transit 350-15 Passenger Van	1FBZX2ZM1KKB47380	55318
N3134	2019 Ford Transit 350-15 Passenger Van	1FBZX2ZM5KKB47379	20898
N3404	2015 Ford F450 Service Truck	1FDTF4GY0FED30324	144726
N3428	2014 Ford F450 Service Truck	1FDTF4GY1EEA43301	54748
N3429	2004 Ford F450 Service Truck	1FDTF4GY3EEA43302	26771
N3510	2012 Ford F450 Service Truck	1FDUF46Y3CEC99053	58719
N3511	2012 Ford F450 Service Truck	1FDUF4GY5CEC99054	142281
N3918	2004 Ford F550 Service Truck	1FDAF56S94ED13061	36587
N4009	2006 Ford Explorer 4-Dr. SUV	1FMEU62E06UB28211	118848
N4030	2014 Ford Explorer 4-Dr. SUV	1FM5K7B81EGA14334	189595
N4031	2014 Ford Explorer 4-Dr. SUV	1FM5K7B83EGA14335	185601
N4120	2015 Chevy Traverse 4-Dr. SUV	1GNKRFED2FJ299546	142384
N4121	2015 Chevy Traverse 4-Dr. SUV	1GNKRFED8FJ301929	157033
N4122	2015 Chevy Traverse 4-Dr. SUV	1GNKRFED8FJ303714	165080
N4123	2015 Chevy Traverse 4-Dr. SUV	1GNKRFED0FJ309622	172045
N4124	2015 Chevy Traverse 4-Dr. SUV	1GNKRFED2FJ307418	176551
N4155*	2008 Ford Escape 4-Dr. SUV Hybrid	1FMCU49H58KE20009	212323
N4157*	2009 Ford Escape 4-Dr. SUV Hybrid	1FMCU49339KA42732	96039
N4756	2021 Ford F150-Half Ton 4x4 Pickup	1FTFX1E57MKF06919	6654
N4757	2021 Ford F150-Half Ton 4x4 Pickup	1FTFX1E53MKF06920	5370
Water Trailer	2020 Water Tank Trailer	4GNBM12252B056726	N/A
Utility Trailer	2022 Big Tex Utility Trailer	16V1D1623N5162582	N/A
Utility Trailer	2022 Big Tex Utility Trailer	16V1D1621N5162581	N/A

***Hybrid Vehicle**

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

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PH: (520) 206-8805

SUN VAN NON-REVENUE VEHICLE INVENTORY
3401 E. AJO WAY, TUCSON, AZ 85714

Vehicle No.	Description	VIN	Mileage as of 6/14/2022
N1174	2013 Ford Taurus 4-Dr Sedan	1FAHP2D82DG232421	81222
N1175	2013 Ford Taurus 4-Dr Sedan	1FAHP2D8XDG232425	69482
N1340	2013 Ford Taurus 4-Dr Sedan	1FAHP2D84DG232422	64225
N1342	2013 Ford Taurus 4-Dr Sedan	1FAHP2D88DG232424	72030
N2649	2013 Ford Service Truck F250	1FTBF2A60DEB47112	34846

ATTACHMENT C

SUN TRAN AND SUN VAN PREVENTATIVE MAINTENANCE INSPECTION INTERVALS

Miles	Type	Description of Inspection
3000	A	General Inspection, oil change, 15 pt. inspection
6000	A	General Inspection, oil change, 15 pt. inspection
9000	A	General Inspection, oil change, 15 pt. inspection
12000	A+B	Includes "A Inspection plus additional inspection items, plus fuel, PCV, and air filter
15000	A	General Inspection, oil change, 15 pt. inspection
18000	A	General Inspection, oil change, 15 pt. inspection
21000	A	General Inspection, oil change, 15 pt. inspection
24000	A+B+C	Includes "A" and "B" inspection plus transmission service
27000	A	General Inspection, oil change, 15 pt. inspection
30000	A	General Inspection, oil change, 15 pt. inspection
33000	A	General Inspection, oil change, 15 pt. inspection
36000	A+B	Includes "A Inspection plus additional inspection items, plus fuel, PCV, and air filter
39000	A	General Inspection, oil change, 15 pt. inspection
42000	A	General Inspection, oil change, 15 pt. inspection
45000	A	General Inspection, oil change, 15 pt. inspection
48000	A+B+C	Includes "A" and "B" inspection plus transmission service
51000	A	General Inspection, oil change, 15 pt. inspection
54000	A	General Inspection, oil change, 15 pt. inspection
57000	A	General Inspection, oil change, 15 pt. inspection
60000	A+B	Includes "A Inspection plus additional inspection items, plus fuel, PCV, and air filter
63000	A	General Inspection, oil change, 15 pt. inspection
66000	A	General Inspection, oil change, 15 pt. inspection
69000	A	General Inspection, oil change, 15 pt. inspection
72000	A+B+C+D	Includes "A", "B", and "C" inspection plus differential service
75000	A	General Inspection, oil change, 15 pt. inspection
78000	A	General Inspection, oil change, 15 pt. inspection
81000	A	General Inspection, oil change, 15 pt. inspection
84000	A+B	Includes "A Inspection plus additional inspection items, plus fuel, PCV, and air filter
87000	A	General Inspection, oil change, 15 pt. inspection
90000	A	General Inspection, oil change, 15 pt. inspection
93000	A	General Inspection, oil change, 15 pt. inspection
96000	A+B+C	Includes "A" and "B" inspection plus transmission service
99000	A	General Inspection, oil change, 15 pt. inspection
102000	A	General Inspection, oil change, 15 pt. inspection
105000	A	General Inspection, oil change, 15 pt. inspection
108000	A+B	Includes "A Inspection plus additional inspection items, plus fuel, PCV, and air filter
111000	A	General Inspection, oil change, 15 pt. inspection
114000	A	General Inspection, oil change, 15 pt. inspection
117000	A	General Inspection, oil change, 15 pt. inspection
120000	A+B+C	Includes "A" and "B" inspection plus transmission service
123000	A	General Inspection, oil change, 15 pt. inspection
126000	A	General Inspection, oil change, 15 pt. inspection
129000	A	General Inspection, oil change, 15 pt. inspection
132000	A+B	Includes "A Inspection plus additional inspection items, plus fuel, PCV, and air filter
135000	A	General Inspection, oil change, 15 pt. inspection
138000	A	General Inspection, oil change, 15 pt. inspection
141000	A	General Inspection, oil change, 15 pt. inspection
144000	A+B+C+D	Includes "A", "B", and "C" inspection plus differential service
147000	A	General Inspection, oil change, 15 pt. inspection
150000	A	General Inspection, oil change, 15 pt. inspection

GENERAL INFORMATION

TYPE OF SERVICE MILEAGE OR TIME DUE

A - Preventive Maintenance Inspection Every 3,000 miles

A = General Inspection, oil change, 15 pt inspection

B - Preventive Maintenance Inspection Every 12,000 miles

B = Includes "A" Inspection plus additional inspection items plus fuel, PCV and air filter.

C - Preventive Maintenance Inspection Every 24,000 miles

C = Includes A and B Inspection plus transmission service

D - Preventive Maintenance Inspection Every 72,000 miles

D = Includes A, B and C Inspection plus Differential service

A: Preventive Maintenance Inspection

- ☐ Oil Change
- ☐ 15 point inspection

B: Preventive Maintenance Inspection

- ☐ Oil Change
- ☐ 15 point inspection
- ☐ Fuel filter
- ☐ PCV Filter
- ☐ Air Filter

C: Preventive Maintenance Inspection

- ☐ Oil Change
- ☐ 15 point inspection
- ☐ Fuel filter
- ☐ PCV Filter
- ☐ Air Filter
- ☐ Transmission Service

D: Preventive Maintenance Inspection

- ☐ Oil Change
- ☐ 15 point inspection
- ☐ Fuel filter
- ☐ PCV Filter
- ☐ Air Filter
- ☐ Transmission Service
- ☐ Differential

A= A

B= B + A

C= C+A+B

D= D+A+B+C

Preventative Maintenance Inspections

Oil Changes are on Contract and have the following provisions:

The Contractor will perform its complete service for the listed vehicles to include but not limited to:

- Change Oil with a quality motor oil that meets Manufacture's specifications (brand, optional)
- Change Oil Filter
- Check Air Filter
- Check Wiper Blade Refills
- Wash Exterior and Interior and Vacuum Floors
- Lubricate Chassis
- Check/Fill Transmission Fluid
- Check/Fill Differential Fluid
- Check/Fill Power Steering Fluid
- Check/Fill Windshield Washer Fluid
- Check/Fill Battery Water
- Check Breather Element

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SENIOR BUYER: MICHELE TAYLOR

PH: (520) 206-8805

- Check Coolant Reservoir
- Check Brake Fluid
- Inflate Tires to Proper Pressure
- Advise on any noted defects
- Track per vehicle make and model the factory recommended maintenance

Tires

Tire inspections will be conducted on a quarterly basis by the tire contractor.

ATTACHMENT D

SUBMITTAL REQUIREMENTS

1. Detailed response to Scope of Work and Evaluation Criteria:
 - A. Experience of Firm in Fleet Maintenance:
 - B. Qualifications of Technicians & Supervisory Personnel:
 - C. National Warranty Service:
 - D. Proposed Fee Schedule:
 - E. Preventative Maintenance, Safety, Operational and Drug Free Compliance Plans:
 - F. Environmental Protection and Recycling Programs:
2. Price Page(s)
3. Insurance documents
4. Signed Offer and Acceptance Page
5. Signed Amendment(s) (If applicable)
6. Submittal Format:
 - A. One original copy shall be single-single sided, three hold punched, in a binder and clearly labeled "Original"
 - B. One electronic copy in MS Office or pdf format on a cd, disk, or USB flash drive
 - C. The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance page, all signed Amendments (if applicable), a copy of this RFP document, the response to the Evaluation Criteria, and the completed Price Page.
 - D. Proposals must be submitted in a sealed envelope or package. The words "SEALED PROPOSAL" with the Request for Proposal Number, Title, Due Date & 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 before 2 P.M. Arizona time – Late proposals will not be considered.