

TUCSON TRANSIT MANAGEMENT LLC
dba
SUN TRAN
INVITATION FOR BID

INVITATION FOR BID NUMBER: 23-24-01
BID DUE DATE: July 20, 2023 @ 2 P.M. Local AZ Time
BID SUBMITTAL LOCATION: Sun Tran Main Lobby
3920 N. Sun Tran Blvd., Tucson, AZ 85705

MATERIAL OR SERVICE: Transit Bus Filters

PRE-BID CONFERENCE DATE: June 22, 2023

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 bids 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.

Bids 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 bids shall not be considered. The prevailing clock shall be Sun Tran's Department of Procurement clock.

Bids must be submitted in a sealed envelope. The Invitation for Bid number and the Bidder's name and address should be clearly indicated **on the outside** of the envelope. All bids must be completed in ink or typewritten. Questions must be addressed to the Senior Buyer listed above.

PUBLISH DATE: June 15, 2023

THIS BID IS OFFERED BY: _____

INTRODUCTION

Tucson Transit Management (dba) Sun Tran operates and maintains the transit bus system for the City of Tucson. Sun Tran is seeking bids from reputable firms to provide quality American-made Bus Filters for our fleet of over 200 transit buses. Filters will be delivered to our two local maintenance facilities listed below:

Sun Tran NW Maintenance Facility – 3920 N. Sun Tran Blvd. Tucson, AZ 85705

Sun Tran South Maintenance Facility – 4220 S. Park Ave. Tucson, AZ 85714

SCOPE OF WORK

1. GENERAL REQUIREMENTS

- A. Contractor shall be responsible for keeping inventory on hand of Sun Tran's high volume bus filters. All filters are to be in "new" condition and unused. Filters include, but are not limited to; fuel, compressed natural gas (CNG), oil, air, water, power steering, hydraulic, and crank case.
- B. Sun Tran shall email the Contractor, prior to submitting a purchase order, for stock availability. The Contractor shall confirm stock availability, via email, within one (1) business day of this request. If contracted items are out of stock and/or backordered, Contractor shall provide an estimated date of delivery for those items. Backordered items shall not be canceled without Sun Tran consent.
- C. Contractor shall not pre-bill for items. No item shall be billed prior to item being shipped to Sun Tran.
- D. Sun Tran's expectations for delivery of "in stock" filters is within three (3) business days after receipt of the purchase order. If the Contractor cannot provide contract items within this time frame, or defaults on contract fulfillment, Sun Tran has the right to procure elsewhere.
- E. Shipments shall be delivered to the address listed on the purchase order. Shipments must include a packing list for those items and must reference the Purchase Order Number for those items.
- F. Any shipping/delivery charges will be inclusive in the cost of the filter per the price page Attachment A. Any additional shipping costs will be the sole responsibility of the Contractor.

2. APPROVED ALTERNATES OR EQUALS:

- A. Any manufacture's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any offer by any bidder but is only listed in order to advise potential bidders of the requirements of Sun Tran.
- B. Bidders may propose an equal and/or alternate to any items listed on Attachment A (Price Page). Any product proposed as an "alternate" or "equal" to the brands named, must meet the physical, functional, and performance characteristics set forth herein:
 - 1. Overall size must not exceed that of the applicable brand named filter listed herein, and mounting method must be identical to the applicable filter mounting method
 - 2. Must be designed for use with the same components as the applicable brand named filter
 - 3. Filter carrying capacity must meet or exceed that of the applicable brand named filter
 - 4. Back pressure in designed application must not exceed that of the applicable brand named filter
 - 5. The particle size rating and efficiency must meet or be better than the applicable brand named filter
 - 6. The flow rating must be the same or higher than the applicable brand named filter
 - 7. Corresponding "o" ring or gasket seals must be the same as the applicable brand named filter
 - 8. Recommended service interval must either be the same frequency or a lesser frequency than the applicable brand named filter
 - 9. The manufacturer of the alternate or equal must have aftermarket product support

- C. For proposed alternates or equals to be considered, a request must be submitted on the designated form provided in Attachment B along with detailed product or service literature. Sun Tran will be the sole judge as to the equality and suitability of the proposed alternates or equals. **All items must be approved prior to bidding item(s) of a different manufacture, brand name or part number than indicated on the Price Pages.**
1. A separate form must be completed for each proposed alternates or equals and submitted to the Senior Buyer no later than 14 calendar days prior to the bid due date.
 2. Any request which proposes like quality, design or performance will be considered.
 3. Proposed alternates or equals will be reviewed, and a determination will be given to the bidder at least a week prior to the bid due date.
 4. One form per part number per alternate/equal. Additional pages may be needed.
 5. Any item(s) bided that were not approved as a result of the "Proposed Alternate or Equal" process will be rejected.

INSTRUCTIONS TO BIDDERS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

Bidder: The individual, partnership, or corporation who submits a bid in response to a solicitation.

Sun Tran: Sun Tran Tucson, Arizona

Contract: The legal agreement executed between Sun Tran and the Contractor/Consultant. The Contract shall include this IFB document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments and the Contractor's bid 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.

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 the bid as non-responsive.

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

2. PRE-BID CONFERENCE: If scheduled, the date and time of a Pre-Bid 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 a Bidder is unable to attend the Pre-Bid Conference questions may be submitted in writing. Bidders are encouraged to submit written questions, via electronic mail, at least five days prior to the Invitation for Bid due date to the Senior Buyer listed above. The purpose of this conference will be to clarify the contents of this Invitation for Bid in order to prevent any misunderstanding of Sun Tran's position. Any doubt as to the requirements of this Invitation for Bid 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 Invitation for Bid. Oral statements or instructions will not constitute an Amendment to this Invitation for Bid.

3. INQUIRIES: Any question related to an Invitation for Bid shall be directed to the Senior Buyer whose name appears above. A Bidder 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 to be submitted in writing. Bidders are encouraged to submit written questions, via electronic mail, at least five days prior to the bid due date. Any correspondence related to a solicitation should refer to the appropriate Invitation for Bid number, page, and paragraph number. An envelope containing questions should be identified as such otherwise it may not be opened until after the official bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written Amendment to the Invitation for Bid will be binding.

4. AMENDMENT OF INVITATION FOR BID: The Bidder shall acknowledge receipt of an Invitation for Bid Amendment by signing and returning the document by the specified due date and time.

5. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a bid, each Bidder shall familiarize themselves with the requirements, laws, regulations and other factors affecting Contract performance. The Bidder shall be responsible for fully understanding the requirements of the subsequent Contract and possible expenses that may occur throughout the contract term. The submission of a bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF BID:

- A. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms as required.
 - B. The Offer and Acceptance page and any solicitation amendments must be signed and returned with the bid.
 - C. The Offer and Acceptance page shall be signed by the person authorized to submit a bid. An authorized signature on the Notice Page, Offer and Acceptance page, Bid Amendment(s), or cover letter accompanying the bid documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Bidder shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
 - D. The authorized person signing the bid shall initial erasures, interlineations, or other modifications in the bid.
 - E. In case of error in the extension of prices in the bid, unit price shall govern. No bid shall be altered, amended or withdrawn after the specified bid due time and date, unless in accordance with the Tucson Procurement Code (§28-17(6)).
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all bidders to examine the entire Invitation for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid 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. Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
 - J. Bidder must list any subcontractors to be utilized in the performance of the Contract specified herein.
- 7. PAYMENTS:** Payment terms are Net 45 Days after receipt of invoice.
- 8. TAXES:** Sun Tran is tax exempt for this Contract.
- 9. BID FORMAT:** One (1) original of each bid should be submitted on the forms and in the format specified in the IFB. Bidders shall also submit one (1) electronic copy of the bid on cd disc or USB flash drive in MS Office or .pdf format. **The electronic copy of the completed price page must be in .xlsx format.** Any confidential information shall be submitted on a separate cd disc or USB flash drive.
- 10. PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of Sun Tran/City of Tucson and may become a matter of public record available for review subsequent to the Contract award.
- 11. CONFIDENTIAL INFORMATION:** If a Bidder believes that any portion of a bid, 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 shall be disclosed as public information, unless the Bidder submits a formal written objection.
- 12. CERTIFICATION:** By signature on the Notice Page, Offer and Acceptance page, solicitation Amendment(s) or cover letter accompanying the bid documents, Bidder certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal or State law.
 - C. The Bidder 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 Bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the Bidder to the Contract.
- 14. WHERE TO SUBMIT BIDS:** In order to be considered, the Bidder must complete and submit their bid to Sun Tran's Administration Building located at 3920 N Sun Tran Blvd. Tucson, AZ 85705, prior to or at the exact date and time

indicated on the Notice of Invitation for Bid page. The bid shall be submitted in a sealed envelope. The words "SEALED BID" with the INVITATION FOR BID TITLE, BID NUMBER, BID DUE DATE AND TIME and BIDDER'S NAME AND ADDRESS shall be written on the envelope/package(s).

- 15. LATE BIDS:** Late bids shall be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, Sun Tran requires a bid in response to this solicitation to be valid and irrevocable for thirty (30) days after the bid due date and time.
- 17. WITHDRAWAL OF BID:** At any time prior to a specified solicitation due date and time, a Bidder may formally withdraw the bid by written letter or electronic mail from the Bidder or designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. REQUEST FOR ADDITIONAL INFORMATION:** Sun Tran reserves the right to contact Bidders for the purpose of obtaining additional information and/or clarification that will assure full understanding of, and responsiveness to, solicitation requirements.
- 19. VENDOR APPLICATION:** Prior to the award of a Contract, the successful bidder 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 on their vendor record.
- 20. 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.
- 21. UPON NOTICE OF INTENT TO AWARD:** The apparent successful Bidder shall sign all mutually agreed upon documents necessary to the successful execution of the Contract, and file with Sun Tran within fifteen calendar days (15) after Notice of Intent to Award,
- 22. AWARD OF CONTRACT:**
 - A. Unless otherwise provided within the IFB, Sun Tran reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to Sun Tran.
 - B. Notwithstanding any other provision of the Invitation for Bid, Sun Tran reserves the right to:
 - (1) waive any immaterial defect or informality; or
 - (2) reject any or all bids, or portions thereof; or
 - (3) reissue an Invitation for Bid.
 - C. A response to the Invitation for Bid is an offer to Contract with Sun Tran based upon the terms, conditions, and specifications contained in Sun Tran's Invitation for Bid, any Amendments or addenda thereto and Contractor's bid, as applicable. Bids 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 Invitation for Bid, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 23. BID RESULTS:** Bid results are not given in response to telephone or electronic mail inquiries. Bids are opened publicly in Sun Tran's Main Conference Room, 3920 N. Sun Tran Blvd. and interested parties are invited to attend. A tabulation

of bids received will be available to all bidders after evaluation and award. This tabulation is also on file in the Sun Tran Procurement Department.

- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of an Invitation for Bid shall be received at the Department of Procurement not less than five (5) working days before the Invitation for Bid 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 Invitation for Bid 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.

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 N/A	
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

*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. 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. ALTERNATE PRODUCT LITERATURE: Bidders submitting a bid for products other than those specified shall submit

a brochure or descriptive catalog giving detailed specifications of the proposed equipment being bided. Bids received without such materials may be deemed non-responsive.

6. **AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR:** Sun Tran's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of Sun Tran for any payment may arise for performance under this Contract until funds are made available for performance of this Contract
7. **BRAND OR TRADE NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid by any vendor, but is only listed in order to advise potential Bidders of the requirements of Sun Tran. Any bid which proposes like quality, design or performance will be considered.
8. **CONFLICTS OF INTEREST:** An Bidder responding to this IFB 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 IFB 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 Bidder's firm. In addition, all communications regarding this solicitation shall be directed to the Department of Procurement. Interested Bidders 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 Bidder from further participation in the IFB process in the event Sun Tran determines that Bidder has an actual or apparent conflict of interest with the purposes of this IFB, or has violated this Conflict of Interest.
9. **CURRENT PRODUCTS:** All products being bided in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
10. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by Sun Tran within seven (7) days of initial notification.
11. **DELIVERY CONSIDERATION:** Delivery is an important consideration and will be a factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, bids must be clear in regard to those variations.
12. **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.
13. **EQUALS:** Bids submitted as alternates, "equals" or on the basis of specific conditions are described in section 2 of this document. Detailed product literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, Sun Tran will expect and require complete compliance with the specifications and conditions of purchase.
14. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agency's Contract Representative.
15. **ESTIMATED QUANTITIES:** The quantities shown are estimates only and Sun Tran reserves the right to increase or decrease amounts as circumstances may require.
16. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated on purchase orders. Contractor shall retain title and control of all goods until they are delivered and the

Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. Sun Tran will assist the Contractor in arranging for inspection.

17. HAZARDOUS MATERIAL ALTERNATIVES: Sun Tran will consider alternatives for products containing hazardous materials as defined in OSHA Hazard Communications Regulations 29 CFR Part 29-1910.1200. Bidders are encouraged to submit alternate products that meet the intent of the specifications and do not contain hazardous ingredients.

18. INSPECTION OF PREMISES: Bidders are encouraged to inspect Sun Tran's premises prior to submitting a bid in order to be fully aware of the scope of services required. Failure to do so will in no way relieve the successful Bidder from performing in accordance with the conditions of this solicitation. Arrangements for on-site inspection of premises can be made with the Senior Buyer noted above.

19. INVENTORY: Sun Tran has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that the Contractor shall maintain a reasonable stock on hand for delivery to Sun Tran. Failure to maintain such a stock may result in cancellation of the Contract.

20. 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.

21. MULTIPLE AWARDS: Award shall be made to the lowest responsive and responsible bidder meeting specifications by grand total. To provide adequate coverage, timely receipt of goods is essential, and to mitigate risk, Sun Tran reserves the right to award by individual line item or by group of line items whichever is deemed most advantageous to Sun Tran. The Bidder, before submitting a bid, should take into consideration that multiple awards may be implemented.

Sun Tran recognizes that there will be times when the lowest bidder may be unable to supply Sun Tran's immediate requirements. In the event this occurs, Sun Tran may contact the next lowest bidder to obtain the needed supplies.

Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a purchase order issued by the Sun Tran Procurement Department.

22. 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.

23. 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.

24. SAMPLES AND DEMONSTRATIONS: Samples or demonstrations may be requested if an item bided is other than specified. If samples should be requested, unless otherwise authorized, such samples must be received by Sun Tran no later than five (5) days after a formal request is made. When required, Sun Tran may request full demonstration of any item(s) bided prior to the award of any Contract.

Samples shall be an exact and true representative sample of the actual material bided. Each sample shall be properly tagged or labeled with the name of the Bidder and manufacturer, the due date, and the solicitation number. Samples shall be provided at no additional costs to Sun Tran. Samples not used for tests will be returned to the Bidder.

25. Furthermore, after award, Sun Tran reserves the right to secure additional samples from the actual material supplied. In the event the samples fail to conform to the Contract requirements, the Contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the Contract requirements at no cost to Sun Tran.

26. SUBSTITUTE ITEMS: Sun Tran intends to award Contract(s) for particular products and/or models of equipment as result of this solicitation. In the event that a product or model is discontinued by the manufacturer, Sun Tran, at its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- A. A formal announcement from the manufacturer that the product or model has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or model.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- E. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

27. WARRANTY: Bidder shall warrant that all parts furnished in their bid are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the Bidder's liability as stated herein.

STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE:** Mere physical receipt and inspection of goods or services by Sun Tran does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and Sun Tran may reject goods or services that are later found to be nonconforming.
2. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of Sun Tran's Director of Procurement.
3. **ARBITRATION:** Notwithstanding any other provision in this Contract, no agreement by Sun Tran to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.
4. **ASSIGNMENT-DELEGATION:** Contractor may not assign its rights or obligations under this Contract without the prior written permission of the Sun Tran's Director of Procurement. Sun Tran will not unreasonably withhold approval for a requested assignment.
5. **COMPLIANCE WITH LAWS:** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:
 - A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.
 - B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.
 - C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.
6. **GOVERNING LAW AND VENUE:** This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.
7. **COMMENCEMENT OF WORK:** Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by Sun Tran.
8. **CONFIDENTIALITY OF RECORDS:** Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from Sun Tran or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.
9. **CONFLICT OF INTEREST:** Sun Tran may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 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, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from Sun Tran's Director of Procurement, or designee, is received by Contractor, unless the notice specifies a later time.
10. **CONTRACT AMENDMENTS; ADDITIONAL WORK:** This Contract may only be amended by a written agreement signed by the parties Sun Tran 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.

Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal amendment or change order has first been approved and executed by Sun Tran Procurement Department.

11. ENTIRE CONTRACT; INTERPRETATION: This Contract, which includes all the conditions and requirements set forth in the Solicitation and all Amendments to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by Sun Tran, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

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. DELIVERABLES PROPERTY OF CITY; NO LIENS: All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of Sun Tran and may not be used or released by Contractor except with Sun Tran's prior written permission.

All deliverables supplied to Sun Tran under this Contract will be free of all liens and encumbrances.

14. DUPLEXED/RECYCLED PAPER: Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

15. FEDERAL IMMIGRATION LAWS AND REGULATIONS: Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

16. FINANCIAL RECORDS AND AUDITS:

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.
- C. Audits. Upon written notice from Sun Tran, Contractor will obtain and provide to Sun Tran a contract-specific or general financial audit. The notice from Sun Tran will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to Sun Tran. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.
- D. Access to Books and Records. Sun Tran and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place

of business, or other agreed-upon location, or will provide copies by mail or electronically. Sun Tran may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

- E. Result of Audit. If, as a result of such audit, Contractor is liable to Sun Tran for the payment of any sum, Contractor will pay such sum to Sun Tran together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by Sun Tran or the City of Tucson, within 90 days after presentation of Sun Tran's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay Sun Tran's costs of conducting the audit. Sun Tran's audit rights will survive the expiration or termination of this Contract.
- F. Subcontractors and Assigns. Contractor will include these Section H.31 requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

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

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

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

19. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless Sun Tran and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against Sun Tran, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

20. INDEPENDENT CONTRACTOR: Neither party is the agent, employee, partner, joint venture, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

- 21. INSPECTION AND ACCEPTANCE:** All materials and services provided to Sun Tran under this Contract are subject to final inspection and acceptance by Sun Tran. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.
- 22. INTELLECTUAL PROPERTY:** If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("Product") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for Sun Tran the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.
- If requested by Sun Tran, Contractor will provide Sun Tran with satisfactory evidence of patent licenses or patent releases covering Sun Tran-specified proprietary materials, equipment, devices or processes.
- 23. ISRAEL BOYCOTT DIVESTMENTS:** If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.
- 24. LICENSES:** Contractor will 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. Contractor will, at the request of Sun Tran at any time during the term of this Contract, give Sun Tran a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.
- 25. NO WAIVER:** No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.
- 26. NON-EXCLUSIVE CONTRACT:** This Contract is for the sole convenience of Sun Tran, which may obtain like goods or services from other sources.
- 27. NON-DISCRIMINATION:** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.
- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** To the extent permitted by law, Contractor hereby assigns to Sun Tran any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.
- 29. 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 payment terms shall apply to all purchases and to all payment methods. The Contractor shall notify Sun Tran of their preferred payment method at least 2 weeks prior to the issuance of an invoice.

Contractor will issue to Sun Tran a separate invoice for each shipment of materials or provision of services under this Contract, and Sun Tran will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

Sun Tran and the City of Tucson will make commercially reasonable efforts to process payments due under this Contract within 45 calendar days after receipt of materials or services and a correct invoice.

30. PROTECTION OF CITY PROPERTY: If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to Sun Tran. If Contractor fails or refuses to make such repair or replacement, Sun Tran will estimate the cost of repair and, upon receiving an invoice from Sun Tran for that estimated cost, Contractor will pay Sun Tran/City of Tucson the invoiced amount. Sun Tran may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other Sun Tran or City of Tucson contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

31. PROVISIONS REQUIRED BY LAW: This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision..

32. RIGHT TO ASSURANCE: If a 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 their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

33. RIGHT TO INSPECT: Sun Tran may from time to time during normal business hours, at Sun Tran's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

34. SEVERABILITY: The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

35. SUBCONTRACTS: Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the Sun Tran's Director of Procurement. All subcontracts will incorporate all the terms and conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

36. SUSPENSION OF WORK: Sun Tran may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that Sun Tran determines appropriate for the convenience of Sun Tran. The order must be in writing and signed by the Sun Tran's Director of Procurement or designee.

37. TERMINATION OF CONTRACT:

- A. For Convenience. Sun Tran may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If Sun Tran terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. Sun Tran may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from Sun Tran for monetary defaults, or within 30 days after notice if the default is non-monetary.

C. Non-Appropriation. Each payment obligation of Sun Tran created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated 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 Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to Sun Tran in the event this provision is exercised, and Sun Tran will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

38. TITLE AND RISK OF LOSS: The title and risk of loss of any goods provided under this Contract will not pass to Sun Tran until Sun Tran actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

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 Invitation for Bid 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 _____, 2023.

Awarded this ____ day of _____, 2023.

As Assistant General Manager and not personally

Danielle Carley as Director of Procurement and not personally

ATTACHMENT B
Proposed Alternate or Equal

This form must be completed for each proposed "alternate" or "equal" part number that is to replace a listed brand-named item from Attachment A (Price Page). Attach separate pages if necessary.

This form must be submitted to the Senior Buyer no later than 14 days prior to the bid due date.

Vendor _____

Attachment A (Price Page) Part Number: _____

Price Page Item Number: _____

OEM of Alternate or Equal: _____

OEM Part Number: _____

Request: Describe how this item fully replaces the identified product:

Additional Information:

Please provide OEM part literature with bid

For Internal Use Only:

Accepted: Yes _____ No _____

If not accepted, please provide a detailed explanation why:

**ATTACHMENT C
SUBMITTAL REQUIREMENTS**

1. Price Page(s)
2. Insurance documents
3. Signed Offer and Acceptance Page
4. Signed Amendment(s) (If applicable)
5. Submittal Format:
 - A. One original of completed bid
 - B. One electronic copy of the bid on cd disc or USB flash drive in MS Office or .pdf format.
 - C. **One electronic copy of the completed price page (Excel Spreadsheet must be in .xlsx format.)**
 - D. Any confidential information shall be submitted on a separate cd disc or USB flash drive
 - E. Bids must be submitted in a sealed envelope or package. The words "SEALED BID" with the Invitation for Bid Title, Bid Number, Bid Due Date and Time and Bidder's Name & Address shall be written on the envelope or package.
 - F. Bids must be delivered to Sun Tran's Administrative Building 3920 N Sun Tran Blvd Tucson, AZ 85705
6. Any additional submittal requirements indicated in the Scope of Work or Special Terms and Conditions (Reports, Materials, Product Literature, etc.)

REMINDER:

It is not mandatory to attend the pre-bid conference. However, for a better understanding of this IFB and Sun Tran expectations, it is highly recommended.