

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

**REQUEST FOR PROPOSAL NUMBER:** 24-25-02  
**PROPOSAL DUE DATE:** September 12, 2024 @ 2 P.M. Local AZ Time  
**PROPOSAL SUBMITTAL LOCATION:** Sun Tran Main Lobby  
3920 N. Sun Tran Blvd., Tucson, AZ 85705

**MATERIAL OR SERVICE:** Landscape Services

**PRE-PROPOSAL CONFERENCE DATE:** August 15, 2024

**TIME:** 11:00 A.M

**LOCATION:** Microsoft Teams Meeting:

[Join the meeting now](#)

**SENIOR BUYER:** Gina Fields  
**TELEPHONE NUMBER:** (520) 206-8813  
**EMAIL:** [Gina.fields@tucsonaz.gov](mailto:Gina.fields@tucsonaz.gov)

A copy of this solicitation and possible future amendments may be obtained from our internet site at: <http://www.suntran.com> by selecting the Opportunities link, click on Procurement, then click on Current Solicitations and finally the associated solicitation number. Sun Tran does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.suntran.com](http://www.suntran.com), click on the Opportunities link, then click on Procurement and finally Vendor Registration. To update an existing record, use the same process as if registering. You may also call (520) 206-8813 or email [Gina.fields@tucsonaz.gov](mailto:Gina.fields@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 8, 2024

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

## INTRODUCTION

Tucson Transit Management (dba) Sun Tran operates the mass transit system for the City of Tucson. Sun Tran is responsible for the maintenance and upkeep of several locations throughout the city. Currently we are seeking proposals for Landscape Services to include eleven (11) Sun Tran properties. It is our intent to award this Contract by location groups. Multiple contracts may be awarded, the Location Groups are as follows:

### **Operations and Maintenance Facilities**

Sun Tran South Yard – 4220 S Park Ave Tucson, AZ 85714  
Sun Tran NW – 3920 N Sun Tran Blvd Tucson, AZ 85705  
Sun Van – 3401 E Ajo Way Tucson, AZ 85713

### **Transit Centers**

Ronstadt Transit Center (RTC) – 215 E Congress St Tucson, AZ 85701  
Roy Laos Transit Center (LTC) 205 W Irvington Rd Tucson, AZ 85706  
Tohono Tadaí Transit Center (TTC) 4540 N Stone Ave Tucson, AZ 85705

### **Park-N-Rides**

SW Corner of Speedway & Harrison  
SE Corner of Golf Links and Kolb  
Rita Ranch (Old Vail Road)  
NW Corner of Broadway & Houghton

### **Comfort Stations**

Sabino Canyon & Tanque Verde (Udall Restroom)

## SCOPE OF WORK

### 1.0 GENERAL REQUIREMENTS

#### **A. Contract Representative**

1. Sun Tran will designate a Contract Representative (CR) who will be the main point of contact for the awarded Contractor(s). Any issues that arise during this Contract shall be directed to the CR.

#### **B. Contractor & Personnel**

1. Contractor will be required to furnish all necessary supplies, labor, vehicles, and equipment to perform services under this Contract.

a. Contractor vehicles and equipment must be maintained and in good working condition throughout the contract period

2. The Contractor's personnel shall, at all times, present a neat appearance and shall conduct themselves in an orderly and respectable manner. All employees shall be fully trained and competent to perform the duties under this contract.

#### **C. Chemicals**

1. Contractor may use herbicides, pre-emergent, post emergent products, insecticides, rodenticides, or any chemical-based product in performance of this contract, however, products must be used specifically for their intended purpose and in strict conformance with product labels.
2. Prior approval, by the Contract Representative, is required before using any products/chemicals in performance of this contract.
3. All products used by the Contractor in performance of any/all services under this Contract shall be manufactured products specifically intended for the purpose for which the Contractor uses them.
4. Contractor shall be in possession or have immediate access to all applicable SDS's for the products used during the execution on this contract.
5. All original packaging must be accessible to the contractor if product is moved to a different container. All chemicals or products used must be within the "use by" dates supplied on original packaging.
6. There are some areas, such as drainage basins, washes, and/or canals where chemicals cannot be applied. Please refer to the site for these locations.

## **2.0 EXPECTATIONS**

### **A. Weekly All Sites**

1. Weed control and/or removal of all unwanted vegetation
2. Check all irrigation systems and maintain as needed.
3. Remove all debris and maintain cleanliness at the site.
4. Apply pre-emergent and/or post emergent as needed (if applicable).
5. Prune vegetation as needed.
6. Interior and exterior perimeter check and maintain to ensure an aesthetically pleasing appearance.

### **B. Twice a Year**

1. All trees (with the exception of palm trees), bushes, and/or shrubs require a heavy trimming two times a year, one of which shall be directly before the beginning of monsoon season - late June.
2. A schedule shall be established and provided to the CR, for each location's trees. The schedule shall be presented, via email, to the CR in a timely manner upon award.

### **C. Once a Year**

1. Specific to the Park & Ride at Speedway & Harrison, Laos and Ronstadt Transit Centers palm tree trimming shall be executed on a yearly basis, consistently. Palm trees are exclusive to these three locations.

### **D. Location Groups**

1. It is recommended that Offerors visit each site location in person before submitting a proposal.
2. Awarded Contractor shall establish a schedule, to include day of the week and expected time and duration at each location. The schedule will be provided to the CR no later than two weeks after award of contract. A tree-trimming schedule shall also be provided at this time. The Contractor must adhere to the schedule provided. If the Contractor needs to deviate from the schedule in any way the

CR must be notified immediately. If permanent changes need to be made to the already existing schedule a new schedule must be provided before the new changes are implemented.

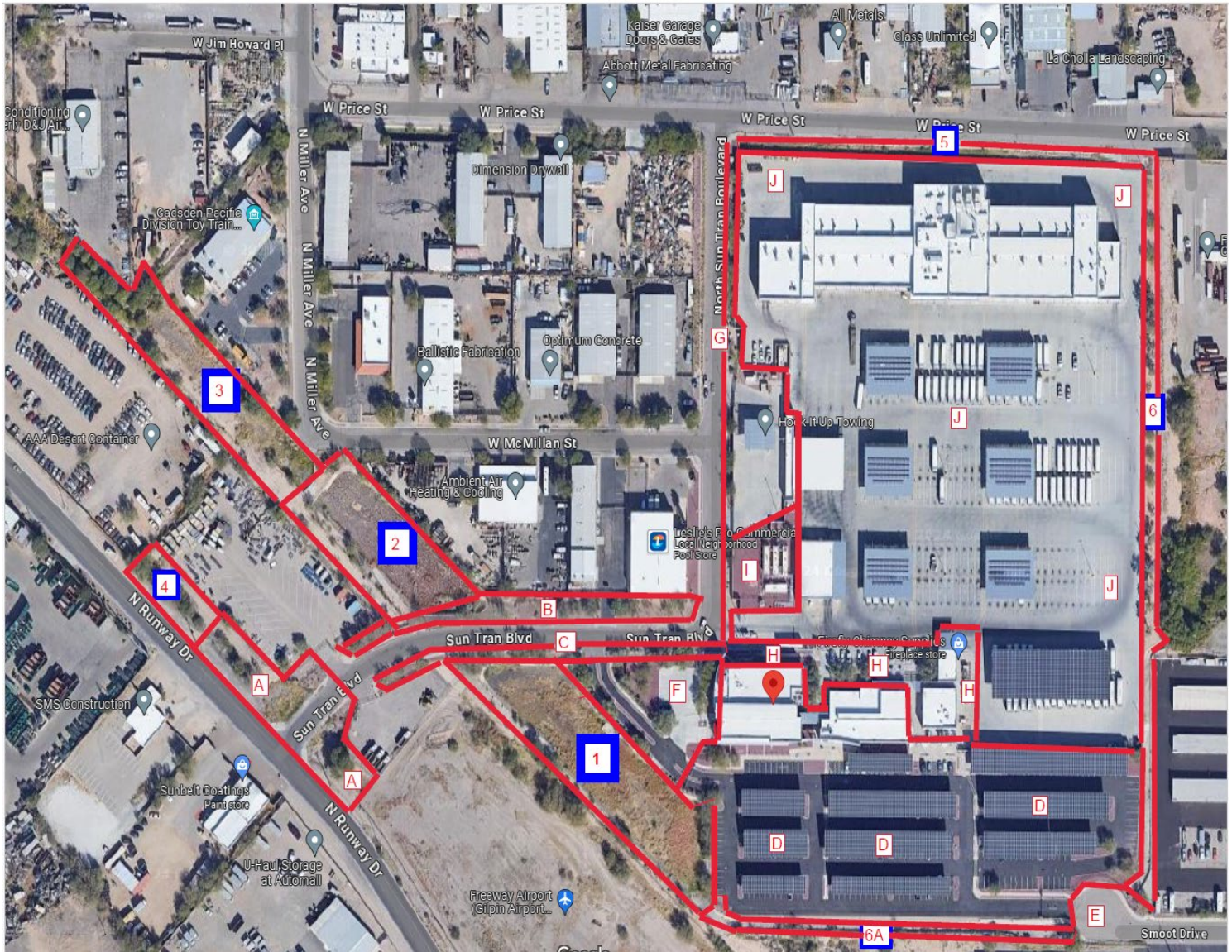
\*It is extremely important that the CR knows where and when crews will be on Sun Tran/City of Tucson property.

**3.** Most locations have specific needs unique to that site. Location maps and site specifications are as follows:





## NW-BMF Northwest Bus Maintenance Facility 3920 N Sun Tran Blvd



### Weekly Areas

- A. Visual Triangle (Runway Drive and Sun Tran Blvd)
- B. Northside of Sun Tran Blvd
- C. Southside of Sun Tran Blvd
- D. Employee Parking lot
- E. Cul de Sac Smoot Drive
- F. Visitor Parking lot / Main Entrance
- G. Sun Tran Blvd to Price Street
- H. Around office buildings including planters
- I. Revenue Vehicle Fuel Tanks
- J. Revenue Vehicle lot

### Special Areas

- Trees 2X a year
- All trees inside perimeter
- 1. Drainage Basin (1) 4X a year
- 2. Drainage Basin (2) 4X a year
- 3. Drainage Basin (3) 4X a year
- 4. Setback on Runway Drive 4X a year
- 5. Price Street wash 4X a year
- 6. East side perimeter/wash 4X a year



### Sun Van 3401 E Ajo Way



#### Weekly:

- A. Ajo – Broadmont perimeter
- B. Broadmont to west property line perimeter
- C. Northside property line on Broadmont
- D. Desert area on Broadmont Dr.
- E. East property line including day care area
- F. Employee parking lot inside fence line
- G. Revenue Vehicle parking
- H. Lawn care

#### Special Areas:

- 1. Trees 2X a year  
All trees inside perimeter
- 2. Drainage Basin 2X a year
- 3. Additional lawncare and fertilization 3X year  
(additional times as needed)  
Rye seeding 1X year  
Mowing as needed



Ronstadt Transit Center 215 E Congress



<p><b>Weekly Areas:</b></p> <p>A. Entire property</p>	<p><b>Special Areas:</b></p> <p>1. Trees 2X a year</p> <p>All trees inside perimeter except for Palm Trees 1X a year</p>
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## Roy Laos Transit Center 205 W Irvington



### Weekly Areas:

- A. Basin Irvington west
- B. Irvington east
- C. East property line – Irvington to Perimeter Fence
- D. Park and Ride parking lot
- E. Liberty Access Road
- F. West Property line

### Special Areas:

1. All Trees except for Palm Trees inside perimeter 2X a year  
 Palm Trees 1X a year



Tohono Tadaí Transit Center 4540 N Stone Ave



<b>Weekly Areas:</b>  A. Entire property	<b>Special Areas:</b>  1. Trees and Oleanders 2X a year All trees inside perimeter
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SW Corner Speedway & Harrison



<p><b>Weekly Areas:</b></p> <p>A. Entire property – to include catch basin on the northwest corner of property</p>	<p><b>Special Areas:</b></p> <p>1. Trees 2X a year</p> <p>All trees inside the perimeter except for</p> <p>Palm Trees 1X a year</p>
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SE Corner Golf Links & Kolb Park and Ride



<b>Weekly Areas:</b>  A. Entire Property B. Dirt Lot (vacant lot)	<b>Special Areas:</b>  1. Trees 2X a year All trees inside perimeter
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Rita Ranch (Old Vail Rd) Park and Ride



<b>Weekly Areas:</b> A. Entire Property	<b>Special Areas:</b> 1. Trees 2X a year All trees inside perimeter
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NW Corner Broadway & Houghton Park and Ride



<p><b>Weekly Areas:</b></p> <p><b>A. Entire Property</b></p>	<p><b>Special Areas:</b></p> <p><b>1. Trees 2X a year</b></p> <p><b>All trees inside perimeter</b></p>
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Udall Comfort Station 7290 E Tanque Verde Rd



<p><b>Weekly Areas:</b></p> <p>A. Entire Property</p>	<p><b>Special Areas:</b></p> <p>1. Trees 2X a year</p> <p>All trees inside perimeter</p>
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## PROPOSAL EVALUATION REQUIREMENTS

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

- A. Qualifications & Experience
- B. Method of Approach
- C. Pricing

### 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. Qualifications and Experience**

- 1. Offeror shall provide a brief history of their organization.
- 2. Offeror shall provide information for their company vehicle fleet and heavy equipment belonging to the company to include pictures.
- 3. Offeror shall detail the company's experience on projects of a similar nature. This shall include a description of the project, with dates, and client contact information to include name, address, and phone number.
- 4. Offeror shall supply a list of specific qualifications that pertain to the services outlined in this proposal. These should include any professional affiliations, certificates, and/or licenses etc.
- 5. Offeror shall list any proposed staff members and their qualifications, who will be directly involved with this project. Include their level of training and their involvement with the company's projects.
- 6. Offeror shall explain their criteria for staff member selection and list efforts made for screening prospective personnel for their organization.

#### **B. Method of Approach**

- 1. Offeror shall prepare a detailed Method of Approach for the Scope of Work, which indicates the services proposed by the Offeror. This section should confirm Offeror understands this RFP. Offeror should clearly outline the recommended approach of their organization in meeting the responsibilities that Sun Tran has outlined. The Method of Approach should be addressed in a manner that reflects understanding and commitment to providing the services needed in a professional and timely manner. The proposal must address in depth how Offeror plans to meet the requirements including implementation and maintaining the services outlined in the Scope of Work of this RFP.
- 2. Offeror shall explain their procedure in the event of an emergency including contact information.
- 3. Offeror shall explain the process for weekly landscape maintenance visits for each Location Group included in their proposal and supply a sample schedule.

#### **C. Price Proposal**

- 1. Offeror shall provide a price proposal as requested on the Price Page attached. Offeror may supply pricing on one, two, three, and/or all four Location Groups. It is not a requirement that all Location Groups be included in each proposal. However, all locations within a chosen group must include pricing.

### 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 Inquiries:** Sun Tran reserves the right to make such additional inquiries as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.
- D. Prior Experience:** Experiences with Sun Tran, the City of Tucson, and other such entities in which 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 offered.



## 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 three 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 to be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least three 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 a USB Flash Drive in MS Office or .pdf format. Any confidential information shall be submitted on a separate USB flash drive. 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/ City of Tucson 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 their proposal to Sun Tran's Administration Building 3920 N Sun Tran Blvd. Tucson, AZ 85705, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope/package(s).
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, Sun Tran requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** Sun Tran reserves the right to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed Contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Exclusive or concurrent negotiations shall not constitute a Contract award nor shall it confer any property rights to the successful Offeror. In the event Sun Tran deems that negotiations are not progressing, Sun Tran may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful Offeror shall register with Sun Tran's Department of Procurement. Registration can be completed at <http://www.suntran.com/> by clicking on Opportunities, then Procurement and finally, Vendor Registration. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this Contract. Offeror must register with the City's Business Services Department.



Registration can be completed at <https://procurement.opengov.com/portalucson-az>. To obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required contact the City's Business License Section at (520) 791-4566 or email at [license@tucsonaz.gov](mailto: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.

## SPECIAL TERMS AND CONDITIONS

### 1. INSURANCE:

The Contractor agrees to:

- B. 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.
- C. 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.
- D. Provide and maintain minimum insurance limits as applicable.

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

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

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

**3. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for one year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Sun Tran shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods or portions thereof. In the event that Sun Tran exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period, with possible exception of price.

**4. PRICE ADJUSTMENT:** The Department of Procurement may review fully documented requests for a price adjustment only after the Contract has been in effect for one (1) year. A price adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process. The Department of Procurement shall determine whether the requested price adjustment or an alternate option is in the best interest of Sun Tran/Sun Link. Any price adjustment will be effective upon the effective date of the Contract extension.

Revised price(s) will not become effective until revised list(s) are submitted to Sun Tran under vendor cover letter identifying the applicable Contract and purchase order number. Contractor cover letter and pricing list(s) must be dated, signed and submitted to Sun Tran's Procurement Department, 3920 N. Sun Tran Blvd., Tucson, Arizona 85705.

**5. ALTERNATE PRODUCT LITERATURE:** Offerors submitting an offer for products other than those specified shall submit a brochure or descriptive catalog giving detailed specifications of the proposed product being offered. Offers 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 offer by any vendor, but is only listed in order to advise potential Offerors of the requirements of Sun Tran. Any offer which proposes like quality, design or performance will be considered.
8. **CONFLICTS OF INTEREST:** An Offeror responding to this RFP acknowledges that, to the best of their knowledge, information and belief, no person has been employed or retained to solicit or secure a Contract that may be awarded pursuant to this RFP upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the City of Tucson Mayor and Council, any employee of the City or Sun Tran has any financial interest in Offeror's firm. In addition, all communications regarding this solicitation shall be directed to the Department of Procurement. Interested Offerors shall refrain from engaging in any communication (written or verbal) regarding this solicitation or the matters involving this solicitation with any other City or Sun Tran staff. Sun Tran reserves the right to disqualify an Offeror from further participation in the RFP process in the event Sun Tran determines that Offeror has an actual or apparent conflict of interest with the purposes of this RFP, or has violated this Conflict of Interest.
9. **CURRENT PRODUCTS:** All products being offered 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. **DESCRIPTIVE LITERATURE:** All offers must include complete manufacturers' descriptive literature regarding the product they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
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 this contract.
13. **ESTIMATED QUANTITIES:** The quantities shown are estimates only and Sun Tran reserves the right to increase or decrease amounts as circumstances may require.
14. **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. Offerors are encouraged to submit alternate products that meet the intent of the specifications and do not contain hazardous ingredients.
15. **INSPECTION:** Sun Tran reserves the right to inspect the Contractor's facility at any time during working hours.
16. **INSPECTION OF PREMISES:** Offerors are encouraged to inspect the premises prior to submitting a offer in order to be fully aware of the scope of services required. Failure to do so will in no way relieve the successful Offeror 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.
17. **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.

- 18. 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.
- 19. MULTIPLE AWARDS:** It is the intention of Sun Tran to award by location groups. All locations in the group must be a part of the offer to be considered for award. The Contractor may choose how many location groups to include in their proposal. Not all location groups need to be included thus multiple contracts may be awarded.
- 20. PRE-PROPOSAL CONFERENCE:** Sun Tran will provide a Pre-Proposal conference for this solicitation. Prospective Offerors are invited to contact the assigned Senior Buyer with any questions, preferably within 3 days prior to the pre-proposal conference. The purpose of this conference is to clarify the contents of this solicitation in order to prevent any misunderstanding of Sun Tran's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented at the time of the conference. Sun Tran will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation. Oral statements or instructions shall not constitute an amendment to this solicitation.
- 21. PERFORMANCE:** Contractor agrees that, from and after the date that the applicable services commence, its performance of the Scope of Work will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this Contract. If the Scope provided pursuant to this Contract are changed, modified or enhanced (whether by Change Order or through the provision of new Scope), Sun Tran and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed.
- 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. SAFETY STANDARDS:** The Offeror shall certify that the equipment being used is designed and includes operating features that comply with the safety standard promulgated under the Federal Occupational Safety and Health Act (OSHA). If the equipment being used is governed by OSHA regulations the successful Offeror is required to submit a certificate stating that such equipment complies with applicable OSHA standards.

During the term of this Contract, should there be modifications in federal and/or state laws and regulations regarding safety standards or other specifications and marketing procedures for the contracted item(s), Sun Tran reserves the right to amend the Contract to provide for the delivery of items which conform to such changes. As a result, Sun Tran will negotiate any necessary price changes with the Contractor.

- 25. SAMPLES AND DEMONSTRATIONS:** Samples or demonstrations may be requested if an item offered 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) offered prior to the award of any Contract.

Samples shall be an exact and true representative sample of the actual material offered. Each sample shall be properly tagged or labeled with the name of the Offeror 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 Offeror. 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 with 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:** 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.

- 27. WORKMANSHIP:** The Contractor agrees that all work shall be done by skilled and experienced professionals and shall be done in a first-class and workmanlike manner.



## 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 venturer, 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.



## Price Page

The monthly pricing shall take into consideration all expectations to include weekly, yearly, and bi-yearly services. With the exception of addition services and irrigation repair.

MAINTENANCE FACILITIES	MONTHLY PRICE
SOUTH YARD – 4220 S Park Ave	
NW-BMF – 3920 N Sun Tran Blvd	
SUN VAN – 3401 E Ajo Way	

TRANSIT CENTERS	MONTHLY PRICE
Ronstadt Transit Center (RTC)	
Roy Laos Transit Center (LTC)	
Tohono Tadaí Transit Center (TTC)	

PARK and RIDES	MONTHLY PRICE
SW Corner Speedway & Harrison	
SE Corner Golf Links & Kolb	
Rita Ranch (Old Vail Rd)	
NW Corner Broadway & Houghton	

COMFORT STATION	MONTHLY PRICE
Udall – Sabino Canyon & Tanque Verde	

ADDITIONAL SERVICES	PRICE
Irrigation repairs and service (hourly rate)	
Percent Discount-Off Price List Parts ( <b>OR</b> )	
Mark-Up Percentage on Contractor's Cost for Parts	
Addition Services (outside the Scope of Work hourly rate)	

**Offerors Name** \_\_\_\_\_

## 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 \_\_\_\_\_, 2024.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Director of Procurement and not personally

**ATTACHMENT A  
SUBMITTAL REQUIREMENTS**

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

Any additional submittal requirements indicated in the Scope of Work or Special Terms and Conditions (Reports, Materials, Product Literature, etc.)

We ask that all questions regarding this solicitation be sent (via email) to the Senior Buyer at least three days prior to the Pre-Proposal Conference date.

**REMINDER:**

**It is not mandatory to attend the pre-proposal conference. However, for a better understanding of the solicitation and requirements, it is highly recommended.**