

REQUEST FOR PROPOSALS
City Wide Transit Service
RFP: #18TRA07302017

INTRODUCTION

The City of Maricopa will accept competitive sealed proposals for City Transit Service at the address or physical location until the date and time detailed below. Proposals shall be delivered to the location listed below and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late proposals will not be considered. ***Proposals shall be submitted in a sealed package with "RFP – RFP: 18TRA07302017 City Transit Service" and the Offeror's name and address clearly indicated on the front of the package.*** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal.

Pre-Bid Conference Meeting::	NONE
Proposal Due Date:	September 18, 2017
Proposal Time:	12:00:00 PM Arizona time
Number of Qualifications:	1 unbound original and 5 bound copies (please label original)
Contact:	Kathleen M. Shipman, Purchasing Manager
E-Mail:	Kathleen.Shipman@maricopa-az.gov
Mailing Address:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138
Location:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

OFFER

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the City.

OFFEROR CONTACT INFORMATION

For clarification of this offer contact:

Name: _____ Email: _____

Federal Employer Identification Number: _____	Authorizing Offeror Signature: _____
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Company Name _____	Printed Name _____
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Address _____	Title _____
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City _____ State _____ Zip Code _____	Telephone: _____ Fax: _____
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INSTRUCTIONS TO OFFEROR

1. PREPARATION OF PROPOSAL:

- a. Telegraphic (facsimile), Mailgram or electronic proposals will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request for Proposal* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. INQUIRIES: Any question related to the *Request for Proposal* shall be directed in writing or via e-mail **no later than five (5) calendar days prior to the proposal opening date**, to the person whose name appears on the front. Questions submitted after that period may not be answered due to time constraints. Any correspondence related to a *Request for Proposal* should refer to the appropriate *Request for Proposal* ID, page, and paragraph number. However, the Offeror shall not place the *Request for Proposal* ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request for Proposal* due date and time.

3. PRE-PROPOSAL/BID – None.

4. DUE DATE AND TIME: Offerors must submit proposals to the City's Purchasing Manager, Kathleen M. Shipman by 12:00:00 pm on September 18, 2017, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RFP). Late proposals will not be accepted.

5. WITHDRAWAL OF PROPOSAL: At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or Mailgram proposal withdrawals will not be considered.

6. AMENDMENT OF PROPOSAL: Receipt of an RFP Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time or included with the proposal.

7. PAYMENT: The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

- 8. TAXES:** The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- 9. AWARD OF CONTRACT:** Notwithstanding any other provision of this *Request for Proposal*, The City expressly reserves the right to:
- Waive any immaterial defect or informality; or
 - Reject any or all proposals, or portions thereof, or
 - Reissue a Request For Proposal
 - Award based on Best Value
 - Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.

10. SCHEDULE:

The schedule below is subject to change as indicated below. Please refer to City of Maricopa's website for updates: <http://www.egovlink.com/maricopa/postings.asp?listtype=BID>

Activity	Date
RFP Issued	Friday, 09/1/2017
Pre-Bid Conference	NONE
Deadline to submit questions/inquiries	Tuesday, 09/11/2017 by 5:00:00 PM (Arizona Time)
Deadline to submit Proposals (RFP Due Date)	Monday, 09/18/2017 by 12:00:00 PM MST (Arizona Time)
Review and selection by Evaluation Committee	09/18/2017 – 09/20/2017
Anticipated date of award (subject to change, and City Council Final Approval)	10/3/2017

DEFINITION OF TERMS

The following terms used in the RFP documents shall be construed as follows:

Best Value describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A “premium” is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value. The term “best value” also means the expected outcome of an acquisition that, in the recipient’s estimation, provides the greatest overall benefit in response to its material requirements FTA C 4220.1F, Chapter 1, 5.b. Best Value).

Daily Vehicle Status Report is defined as a daily report to include individual vehicle status and completed daily vehicle inspection.

Days shall mean the business days recognized by City of Maricopa.

Deadhead Hours are defined as the time when the vehicle is not available to carry passengers. Typical deadhead hours are between the parking facility and the first designated bus stop, or between the maintenance facility, and during maintenance, parking facility, and fueling facility.

Drug and Alcohol refers to the federally-required drug and alcohol testing that is required of all safety-sensitive employees.

Entryway is defined as the street curb at the schedule Demand Response location.

General Public shall include all passengers and citizens.

Management Summary Statement is defined as a monthly report that must include wheelchair lift failure ration, accidents, on-time performance data, and incidents relating to weather, traffic, or road construction, missing bus stop signage, key personnel changes, and any topics requiring immediate attention from City.

Monthly Operating Statistics is defined as a monthly-consolidated report listed by day to include: number of operating days in the month, total and revenue mileage, total and revenue hours, total passengers, total wheelchairs, total bicycles, and fare revenue.

Monthly Route Report is defined as a monthly summary of statistics of each specific route by individual trip, indicating mileage and number of passengers.

Passengers shall include all public and attendants.

Passenger Service Report is defined as a monthly report to include a summary of telephonic and written complaints, comments, and compliments. Report will indicate statistics for what type and frequency of comments.

Project shall mean the Demand Response Service.

Proposer shall mean the individual, partnership, corporation or other entity who responds to the RFP.

DEFINITION OF TERMS (CONTD)

Responsible Offeror is a contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Offeror must be able to fully document the ability to provide good faith performance (National Institute of Government Purchasing, Inc. [NIGP]).

Responsive Offeror is a contractor, business entity or individual who has submitted a request for proposal that fully conforms in all material respects to the RFP and all of its requirements, including all form and substance (National Institute of Government Purchasing, Inc. [NIGP]).

RFP, Request for Proposal is a procurement method that emphasizes value over price. The best value might not be the lowest cost. This is generally achieved through the Request for Proposal (RFP) method (National Institute of Government Purchasing, Inc. [NIGP]).

Route Mileage is defined as the jointly agreed odometer one-way distance in miles of the route.

Senior is defined as an individual aged sixty (60) or over.

Service provider shall mean the individual, partnership, corporation or other entity to which an agreement is awarded.

Trip means the movement of a passenger from a scheduled point of origin to a scheduled destination.

Vehicle Service Hours are the times during which the vehicle is available to carry passengers, and which includes only those times between the time, or scheduled time, of the first passenger pick-up and the time or scheduled time of the last passenger drop-off during a period of the vehicle's continuous availability.

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PROPOSAL FORMAT AND REQUIRED RESPONSES

One (1) unbound original document (label original) and five (5) bound copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP.

In order for the City to conduct a uniform review process, all proposals must be submitted in the format set forth below. The information set forth in paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

- 1. Offer Sheet.** The attached Introduction/Offer Sheet (Page 1 of RFP) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal.
- 2. Letter of Transmittal. (Limit to one page):** A letter of transmittal must be submitted with an Offeror's proposal. The letter must include:
 - a. A statement of the Offeror's understanding of the products and services required by the Request for Proposal listed in the scope of work.
 - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
 - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.
- 3. Table of Contents.** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Proposal and must include all the items set forth in this section of the Request for Proposal.
 - a. Firm Overview and Management Structure (Limit 4 Pages)
 - b. Disclosures of Conflict of Interest
 - c. Experience
 - d. Technical Capacity – Operations
 - e. Technical Capacity – Administration
 - f. Safety Program
 - g. Employee Training
 - h. Operating Policy and Procedures
 - i. References
 - j. Price Proposal
 - k. Staffing Plan
 - l. Copy of Union Contract, if applicable
- 4. Firm Overview and Management Overview, (Excluding attachments, limit to four (4) pages):**
 - a. Your firm is in what primary line of business?
 - b. Does your firm have at least one (1) office located in the State of Arizona?
 - c. Discuss the structure of your firm. If a private firm, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the firm has been in business under the current business name as well as any previous business names.
 - d. Organizational Chart.

- e. Provide documentation that the Offeror is licensed under the applicable laws of the State of Arizona.

5. Disclosures of conflict of interest. (Limit to one (1) page):

The offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist the nature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.

6. Technical Evaluation Committee Analysis.

The City of Maricopa shall evaluate proposals based upon the following criteria listed below in relative order of importance:

<u>Technical Plan-Operations and Administration</u>
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1. Technical Capacity – Operations:

- a. The Contractor shall submit a description of the materials and services to be provided per the scope of work. The technical proposal should reflect the expertise and technical capacity to operate and maintain the requested services. This statement should include any strategies or concepts the Contractor may have for enhancing service quality, reducing costs, or otherwise improving the productivity and performance of the services provided.
- b. The Contractor should discuss their overall operations plan to provide the Demand Response Service and Route Deviation Service. Indicate staffing and describe the relationship between these staff and those performing work in handling the scheduling, dispatching, and telephone communications.

2. Technical Capacity – Administration:

- a. Customer Comments and Complaints - Proposer shall discuss its process to receive, investigate and respond to customer comments, and complaints, ensuring a timely response.
- b. Service Data Collection and Reporting - Proposer shall include a description of its data collection process and procedures to ensure accurate and timely data collection and reporting.

<u>Experience, Performance Record References</u>

Describe comparable City Wide Transit Services provided by the firm to similar municipalities since January 2012 similar in scope to the City's request. The contractor must provide three (3) years of experience of operating a Federal Transit Administration program (i.e. 5307, 5309, or 5311). Provide information indicating your firm's qualifications, experience and competence in the operation and management of a federally funded municipal transit system. This explanation should be detailed and include a description of the type of tasks and/or services performed (Reference FTA Circular FTA C 4220.1F, Chapter VI).

1. Safety Program

- a. The Contractor shall submit a copy of its safety and training program for its employees. All practices, materials, supplies, and equipment shall comply with applicable Federal Occupational Safety and Health Act (OSHA), and pertinent federal, state, and/or local safety or environmental codes.
 - b. The Contractor shall comply with applicable Federal Transit Administration (FTA) Rules and Regulations (Chapter 49, CFR Parts 653 and 654), as amended from time to time, for the prevention of alcohol and prohibited drug misuse in transit operations.
 - c. Contractor shall provide the City, and all the Contractor employees involved with transit operations, a copy of its policies and procedures for compliance with applicable Federal drug laws. The
 - d. Contractor shall comply with random drug and alcohol testing requirements on a quarterly basis, and provide a summary of test results to the City. The personnel reports and information contained therein shall be limited to that information permitted to be transmitted to the City by federal and state privacy laws, and will be protected by the City to the fullest extent allowed by law.
2. Employee Training
 - a. Provide a description of all employee training programs including driver, management, dispatch, road supervisor, and safety training. One complete copy of the driver-training program must be included as an addendum with the Proposal.
 - b. The training description should address both initial and in-service training, and should include the steps the Contractor intends to take to improve employee skills, enhance service quality, and promote safety in the performance of work. The number of hours and types of training to be provided should be specified.
3. Operating Policy and Procedures
 - a. Provide a copy of the Contractor's standard operations and practices manual.
4. Preventative Maintenance Procedures
 - a. Wording regarding how to get city vehicles to and from the maintenance facility.
 - b. Procedures for tracking needed Preventative Maintenance.
 - c. Procedures for handling needed repairs to city transit vehicles.

Staffing Plan

Each Contractor shall submit a Staffing Plan that includes a comprehensive list of all positions identifying by each position proposed for this Agreement. The Staffing Plan should demonstrate that the Contractor would be able to provide and retain a sufficient number of qualified personnel to operate and maintain the services required.

1. Provide a detailed position description of each job classification that is included in your proposal and the qualifications needed to be in the position.

2. Detail any staffing capabilities that you believe make you uniquely qualified to provide services to the City.

Evaluation Committee Scoring Analysis

An independent Evaluation Committee shall evaluate the proposals based upon the criteria listed below in relative order of importance:

<u>MEASUREMENT CRITERIA</u>	<u>TOTAL POINTS</u>
Understanding – Qualifications and Technical Proposal	<u>30</u>
Service Plan – Technical Plan – Operations and Administration	<u>25</u>
Experience – Experience, Performance Record, References	<u>20</u>
Price Proposal	<u>15</u>
Employee Training and Safety Programs	<u>10</u>
<u>TOTAL POINTS</u>	<u>100</u>

7. **Discussions and Interviews:** After the receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.

8. **Substitute W-9 Form:**

Complete and return the attached City of Maricopa Substitute W-9 form (Attachment G).

9. **Amendment of Proposal:** In the event there is an Amendment to the Proposal posted on the City website, receipt of an RFP Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time or included with the proposal.

10. **References:**

Provide contact information for four (4) current references for which the Contractor has operated a Federal Transit service during the past three (3) or more years. At least two (2) of these contracts should be located in the State of Arizona. Provide contact name, title, agency name, address, e-mail, phone, services provided, annual revenue hours, annual passenger trips, and number of years of contractual relationship. Provide a brief scope of services provided for each contractual relationship. Highlight any achievements gained in the contract. In particular, highlight any services or coordination efforts accomplished specific to issues relating to the State of Arizona or area (FTA C 4220.1F, Chapter VI, 8.b., (10) (b) 2 Adequate Past Experience).

NOTE: References and current work history are part of the evaluation process and will be confirmed. Negative responses or responses that do not confirm the Contractor providing comparable services shall be a basis for lower scoring or disqualification of the proposal by the Evaluation Committee.

11. **Proposed Fees/Compensation (Limit to two (2) pages):**

Each Contractor shall complete and submit a price proposal using the form included in the Request for Proposal. (Attachment E) All figures must be in ink or typewritten. Figures written in pencil or containing erasures are not acceptable.

12. **Qualifications, Experience and Competence:**

Provide information indicating your firm's qualifications, experience and competence in the operation and management of a federally funded municipal transit system. This explanation should be detailed and include a description of the type of tasks and/or services performed (FTA C 4220.1F, Chapter VI, 8, b., (10) (b) 2 Adequate Past Experience).

13. Pre-submittal Meeting:

None.

14. Additional Documents Required with Submittal:

- a. ADOT DBE Certificate (if the intention is to operate as a DBE) (Attachment C)
Per FTA requirements, if you are a certified DBE and intend to operate as a DBE for this contract, please provide a copy of your State of Arizona certification. **It is not a requirement to be a DBE for this contract.**
- b. Acceptance of Federal Terms Form, signed (Attachment A)
- c. Buy American Form, if applicable, signed (Attachment B)
- d. Certificate regarding Lobbying form, signed (Attachment D)
- e. Commercial Driver's License (CDL), copies of front and back
- f. Organization chart and drivers list
- g. Provide a copy of the Contractor's standard operations and practices manual
- h. Certificates of training completed:
 - i. First-Aid for drivers
 - ii. ADA (Americans with Disabilities) training
 - iii. Drug and Alcohol Testing Policy
 - iv. Drug and Alcohol Compliance

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STANDARD TERMS AND CONDITIONS

- 1. Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - 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 the Federal Executive Order 11246.
 - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
- 2. Gratuities:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.
- 3. Applicable Law:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

This contract is subject to the following provisions as stated:

ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

ARS §35-393.01; All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01. This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance. As defined by A.R.S. §35-393.01 and explained in Chapter 46,

House Bill 2617 and outlined in (Exhibit B):

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, Limited Liability Company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) Together with other investors that are not subject to this section.
 - (b) That are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38. Please refer to Attachment F and complete form as part of your solicitation response.

The contract is subject to the provisions of ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the City of Maricopa Procurement Code.
5. **Contract:** The resultant contract between the City of Maricopa and the Contractor shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the RFP. In the event of a conflict in language between the City and the Contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the RFP and the Contract, the provisions and requirements of the Contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The RFP shall govern in all other matters not affected by the written contract.

- 6. Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RFP or any resultant contract.
- 7. Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
- 8. Subcontracts:** the Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether Subcontractors are used.
- 9. Indemnification:** Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or sub consultants, and from all claims by Consultant's employees, sub consultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, sub consultants or agents.
- 10. Overcharges by Antitrust Violations:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- 11. Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented because 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. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:
- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

- 12. Right to Assurance:** Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 13. Right to Audit Records:** The City may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the City.
- 14. Right to Inspect Place of Business:** The City may, at reasonable times inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 15. Inspection:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:
- a. Waive the non-conformance
 - b. Stop the work immediately
 - c. Bring material into compliance
- This shall be accomplished by a written determination for the City.
- 16. Liens:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
- 17. Licenses:** Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.
- 18. Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
- 19. Cost of Bid/Proposal:** The City shall not reimburse the cost of developing or providing any response to this RFP. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

- 20. Public Record:** All offers submitted in response to this RFP shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
- 21. Termination for Non-Appropriation:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30th of each year.
- 22. Warranties:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.
- 23. Cooperative Use of Contract:** In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- 24. Per A.R.S. § 35-392,** the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
- 25. Federal Immigration and Nationality Act (FINA):** By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The CONTRACTOR and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.
- 25.1 The City may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the City suspect or find that the CONTRACTOR or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

SPECIAL TERMS AND CONDITIONS

PURPOSE: The City of Maricopa intends to establish a contract for City Transit Services, partially funded by a United States (U.S.) Department of Transportation, Federal Transportation Administration, 5311 Rural Transportation Program Grant, in conjunction with the Arizona Department of Transportation. The products and services required are detailed in this RFP.

Based on an evaluation of the Proposals and qualifications of the firms responding to this solicitation, the City desires to retain a qualified, responsive and responsible firm until the project is completed.

The term of any resultant contract will be from October 1, 2017, through September 30, 2020. The contract shall be awarded for succeeding terms of up to three (3) each initial one (1) year terms – with the option of two (2) one (1) year renewal terms unless either party provides written notice to the other of its intent to terminate this agreement not less than thirty (30) days prior to the expiration of the end of the then current term. The terms of the contract is contingent upon the FTA 5311 Program funding and City Council Approval.

Authority: This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

1. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for one hundred twenty (120) days after the opening time and date.
2. **Term of Contract:** The term of any resultant contract will be from October 1, 2017, through September 30, 2020. The contract shall be awarded for succeeding terms of up to three (3) each initial one (1) year terms – with the option of two (2) one (1) year renewal terms unless either party provides written notice to the other of its intent to terminate this agreement not less than thirty (30) days prior to the expiration of the end of the then current term. The terms of the contract is contingent upon the FTA 5311 Program funding and City Council Approval.
 - 2.1 Pursuant to the renewal or extension of the FTA 5311 Rural Transportation Grant, renewal shall be based on the availability of funds from all sources and successful contract performance the preceding year.
 - 2.2 Renewals shall be accomplished through the issuance of subsequent purchase order and signed contract renewal.
 - 2.3 Renewals are contingent upon the completion of renewal criteria, including but not limited to:
 - 2.3.1 Approval for renewal by the City of Maricopa Council
 - 2.3.2 The contract resulting from this RFP is contingent upon Maricopa receiving funds from ADOT for the Section 5311 Public Transportation Program.

3. Proposal Format: *One (1) unbound original document (label original) and five (5) bound copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP. Failure to comply with the format or to submit incomplete information will be grounds for disqualification and will be strictly enforced.*

4. City Key Personnel:

Maricopa's Transit Program Manager is the initial contact for contract issues of Maricopa's Section 5311 Public Transportation Program. Other Technical assistance is provided to the Contractor for data collection, report preparation, organization, policies, procedures, vehicle management and record keeping, and processing of invoices for payment by other City staff through contact with the Transit Manager. The following are the duties of the City Transit Manager:

- 4.1 Oversees the Contractor's provision of services under the contract,
- 4.2 Serves as the interface between the City of Maricopa and the Contractor,
- 4.3 Facilitate local transportation, and regional planning with Pinal County to identify local service needs, and to provide information, advice and support regarding transportation issues,
- 4.4 Obtain and provide information, data, decisions, and approvals, requested by the Offer within a time frame agreed upon by both parties,
- 4.5 Resolve deviations from the transportation program requirements that may be caused by the state
- 4.6 Review and monitor project activity and status reports, including quality, error, and confidentiality,
- 4.7 Review and approve project billings for reimbursement, and coordinate payment for services rendered,
- 4.8 Identify and make the interpretation of any applicable Federal, State and local laws regulations, and statutes affecting this program or the administration thereof, and
- 4.9 The Transit Program Manager may conduct periodical reviews without notification. These unannounced reviews may include, but are not limited to, vehicle inspection; riding randomly selected routes, and interviewing passengers.

5. Proposal Opening: Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this Request for Proposal shall be shown only to City personnel having legitimate interest in the evaluation. PRICES SHALL NOT BE READ. After award of the contract, the successful proposal and the evaluation documentation shall be open for public inspection.

6. Evaluation: The City of Maricopa, designated committee of City staff and community leaders "Evaluation Committee" shall evaluate, rank and award responsible and responsive proposals based upon the following scored criteria listed below in order of importance. Proposals shall be

reviewed to determine the offer's overall conformance to the RFP with the following criteria, including:

- a) Understanding – Qualifications and Technical Proposal (**possible total points 30**)
- b) Service Plan – Technical Plan – Operations and Administration (**possible total points 25**)
- c) Experience – Experience, Performance Record, References (**possible total points 20**)
- d) Price Proposal (**possible total points 15**)
- d) Employee Training and Safety Program (**possible total points 10**)

7. Discussions and Interviews: After the receipt of proposals, discussions may be conducted with Offerors who submitted proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.

8. Confidential Information:

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.

9. Confidentiality of Records: The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.

10. Resultant Contract: A contract shall be issued between the City and the successful Offeror(s) following award.

11. Compensation: Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred.

12. Pricing: All pricing shall be fixed Not to Exceed (NTE) for the term of this contract, except where otherwise provided by the specifications, be in compliance with any and all applicable rules regulations and laws, and include all related cost including, but not limited to, costs for transportation, insurance and warranty costs. The contractor shall not invoice or charge at a higher price than those stated in any Contract resulting from this RFP, except as stated below.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other clients for similar services under similar conditions and that the prices comply with any and all applicable rules, regulations and laws. The Contractor shall promptly notify the City of such price reductions.

13. Liquidated Damages: Liquidated damages shall be in the amount of one-hundred (\$100.00) for each calendar day of delay.

- a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
- b. In the event that the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.

14. Insurance: The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations. Each certificate of insurance and endorsement shall provide that in the event of anticipated expiration or proposed cancellation of the insurance policy for any reason whatsoever, the insurance carrier shall notify the City Attorney not less than thirty (30) days before the expiration or cancellation is effective. Company shall also cause any other professional consulting firm that is retained by Company to perform sub company work under this Agreement and to obtain and maintain comparable insurance unless covered by Company's insurance.

15. Workers' Compensation Insurance

This insurance shall be in accordance with the requirements of Arizona Revised Statutes Annotated (A.R.S.) §23-900 *et seq.* for all employees of Company. By execution of this Agreement, Company certifies as follows:

"I am aware and understand the provisions of A.R.S. §23-900 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Company has no employees for which workers' compensation insurance is required, Company shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Company employs any employees subject to coverage.

General Liability Insurance: All liability insurance shall cover comprehensive general and automobile liability for both bodily injury, including death, and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

A combined single-limit policy with aggregate limits in the amount of \$5,000,000 and an underinsured/uninsured policy with aggregate limits in the amount of \$300,000 for vehicles carrying nine (9) or more passengers.

And,

A combined single-limit policy with aggregate limits in the amount of \$2,000,000 and an uninsured/underinsured policy with aggregate limits in the amount of \$300,000 for vehicles carrying less than nine (9) passengers, but more than four (4) passengers.

Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also

include the following provision:

“Solely as respects work done by or on behalf of the named insured for the City of Maricopa, Arizona, it is agreed that the City of Maricopa, Arizona, City of Chandler and City of Casa Grande and the Arizona Department of Transportation and their respective officers, employees, and contractors are added as additional insured under this policy.”

In addition to the above, separate insurance certificates shall also be established and submitted to the City of Maricopa as noted above, that include an additional statement for Additional Insured Endorsements for the Cities of Chandler, Arizona and Casa Grande, Arizona, respectively.

“Solely as respects to the work done by or on behalf of the named insured for the City of Chandler, Arizona, it is agreed that the City of Chandler, Arizona and its officers, employees, and contractors are added as additional insured under this policy.”

And,

“Solely as respects to the work done by or on behalf of the named insured for the City of Casa Grande, Arizona, it is agreed that the City of Casa Grande, Arizona and its officers, employees, and contractors are added as additional insured under this policy.

16. Licenses: Contractor shall maintain in current status all Federal, State, and Local Licenses and permits required for the operation of the business conducted by the contractor. Please include a copy, front and back, for current and active CDL for all drivers.

17. City of Maricopa Business License: The successful contractor will be required to have a valid and current City of Maricopa Business License prior to the Notice to Proceed. Please refer to the following for applicable business license downloadable forms to submit with your proposal (If applicable)

<http://www.maricopa-az.gov/web/finance-administrativeservice-home/business-licenses>

18. Bonds: If applicable. The successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompanied by a certified copy of such agent's authority to act.

19. Cancellation: The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

20.1 Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.

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SCOPE OF SERVICES

1. BACKGROUND

It is the intent of this Request for Proposal (RFP) to solicit and select, through a competitive process, a qualified responsive and responsible service provider to operate and maintain the daily operation of a Transit Service for the City of Maricopa (City), 39700 W. Civic Center Plaza, Maricopa, AZ 85138.

The contractor, sub-contractors and their employees will be subject to and will follow the compliance of the Federal Transit Administration Section 5311-Rural Transit Program and all applicable laws and regulations as related to this program.

The service provider will be responsible for meeting all requirements as specified in the contract. The City transit program is Federally Funded and operates federally funded vehicles. Therefore, the selected service provider will be required to adhere to all Federal, State and local operations, maintenance and administrative reporting requirements.

It is the City's intention to meet the following objectives through this award:

- a. Improve operations and customer satisfaction.
- b. Provide courteous service in a timely manner.
- c. Cost-efficient service that maximizes resources available.
- d. Have flexibility in bus routes/schedules to improve service based on plans to be developed after award of this contract.

The primary goal of the City in acquiring such services is to provide the community with the advantages of a reliable, cost effective demand response service within the approved budget. Based on the selected proposal, the City intends to negotiate the most favorable outcome to meet the above objectives.

The Transit Service required under this proposal consists of three (3) types of service: (1) Demand Response within the City of Maricopa, which operates Monday, Wednesday and Friday and operates with limited hours Tuesday and Thursday. (2) Demand Response Regional Service to Chandler Regional Hospital on Tuesdays and Casa Grande Banner Hospital on Thursdays, or a five (5) mile radius of each location, and (3) Route Deviation Service with ¼ mile deviations. Transit services will be provided during regularly scheduled hours for each service area Monday through Friday, except eight (8) major holidays recognized by the City Of Maricopa. All transit services are open to the general public, including minor children, teenagers, and adults, the elderly, disabled and other disadvantaged individuals.

2. GENERAL

This Request for Proposal (RFP) is intended to select a licensed qualified firm to provide said services on a retained basis for an initial period of three (3) years, with optional two (2) – one (1) year renewals. The terms of the contract is contingent upon the FTA 5311 Program funding and City Council Approval.

3. CONTRACT TERM

The term of any resultant contract will be from October 1, 2017, through September 30, 2020. The contract shall be awarded for succeeding terms of up to three (3) each initial one (1) year terms – with the option of two (2) one (1) year renewal terms unless either party provides written notice to the other of its intent to terminate this agreement not less than thirty (30) days prior to the expiration of the end of the then current. The terms of the contract is contingent upon the FTA 5311 Program funding and City Council Approval.

The contractor, sub-contractors and their employees will be subject to and will follow the compliance of the Federal Transit Administration Section 5311-Rural Transit Program and all applicable laws and regulations as related to this program.

It is anticipated that the City will want to revise service to improve the overall efficiency of the system and to meet public demand or transit plans developed after award of this contract. The City will notify the Service provider, according to the provisions of agreement, prior to any scheduling or route restructuring. Such notification will be in writing. In the event of a change in Federal, State, Local funding availability or for any other reason determined to be in the best interest of the City, the Mayor and Council reserves the right to increase or reduce the level of service, add or delete service area(s), or make any other change to the City's Transit System deemed necessary at any time during the term that this RFP is in effect.

4. CITY OWNED VEHICLES

The City will furnish the Transit vehicles that have been inventoried in Exhibit A – Fleet List. The service provider shall use and operate all city equipment only in accordance with the terms and provisions of the RFP and all applicable Federal, State and Local laws and regulations and solely for the purpose of Transit Service on behalf of the City.

Titles to the vehicles are registered in the name of the City and at all times remain the sole property of the City. The service provider shall not permit any of the vehicles to become subject to any lien, charge, or encumbrance. The City of Maricopa's Fleet Manager shall retain duplicate sets of keys for all vehicles.

The service provider shall require that due care is taken in operating these vehicles to ensure that the effective vehicle life is maximized and that minimum required vehicle availability and road performance are attained.

5. SERVICE HOURS

There will be different service hours for each of the three types of transit service as shown below:

Demand Response within City of Maricopa: Service will be provided from 9:00 am to 12:00 pm, and 1:00 pm to 5:00 pm, Monday, Wednesday and Friday. During the hour between 12:00 pm and 1:00 pm, the vehicle will not be in operation and the driver is expected to take his/her lunch. On Tuesday and Thursday, this service will be offered on a limited basis from 9:30 am to 1:30 pm.

Demand Response Regional Service to Chandler Regional Hospital and Casa Grande Regional Medical Center: Service will be provided from 9:00 am to 5:00 pm on Tuesday and Thursday. The expectation is that we will pick up riders in Maricopa from 9:00 am through 10:00 am and then transport them to Chandler Regional Hospital/Casa Grande Regional Medical Center. Once at the location the riders will be dropped off at any location within a five (5) mile radius of there. At approximately 2:30 pm, the rider pickup will start, and they will be transported back to Maricopa for drop-off at their designated location. During the time when the bus is not in service, approximately from 12:00 pm to 2:30 pm, the driver will be able to take a lunch. All pre-inspections and post-inspections will occur before and after the hours of service.

Route Deviation Service: Service will be provided on a Route Deviation basis from 7:00 am to 10:00 am, and from 2:00 pm to 5:00 pm Monday through Friday. If the city is awarded adequate funding, Route Deviation Service may increase to 10 hours of service per day, with the increase(s) taking place at the start of the new federal fiscal year.

Dispatch Service: There will need to be a dispatcher available from 6:00 am to 4:00 pm. The City understands that some phone calls will inevitably roll to voice mail but this is not to be the first option. Voice mails left during normal dispatch hours should have a return call placed within thirty (30) minutes of the original call.

For the **Bus Service and Dispatch Service** please assume two hundred fifty-two (252) operating days.

There will be four (4) to five (5) events a year that the provider will need to provide demand response or deviated fixed service and promote the City of Maricopa Express Transit (COMET) system. These are usually on Saturdays and last approximately between four (4) and six (6) hours for each event. All events will be held within the City of Maricopa city limits or to surrounding communities. Any costs associated with these events are to be factored into the original proposal cost structure.

6. OPERATION

Demand Response Service: Shall operate based upon a telephonic request for service, twenty-four (24) hours in advance, with forty-eight (48) hours preferred, within the designated operating area, and with specific hours for operation. This does not imply a set, immovable route or pattern of travel.

Advanced: Pickups shall be made within the 15-minute window consisting of ten (10) minutes before to five (5) minutes after promised pickup time.

Same Day: Pickups shall be made only *if* time is allowed and if so must be within 40 minutes of service request. Dispatchers shall provide customer with a promised pickup time.

Demand Response Regional Shuttle: Shall operate on a telephonic request for service, twenty-four (24) hours in advance, forty-eight (48) hours preferred, within the designated operating area, and with specific hours for operation. This does not imply a set, immovable route or pattern of travel.

Route Deviation Service: Shall operate primarily between fixed pickup points, within the designated area and with specific hours for operation, on a non-reservation basis. This service will deviate up to ¼ mile from the designated fixed route to pick up passengers who are unable to get to the pickup point.

Advance Reservations: Should be made at least twenty-four (24) hours in advance, with forty-eight (48) hours preferred, of the needed pickup for addresses within one-quarter (¼) mile of the Route Deviation Service route.

Same Day: Reservations made for pick up the same day should be made within forty (40) minutes of the requested pickup time and will be honored only if time is allowed without causing a ten (10) minute or longer delay in the fixed route service.

Pickups at the fixed points and at the address given in the reservation shall be made within a ten (10) minute window, consisting of five (5) minutes before the scheduled pickup time and five (5) minutes after the scheduled pickup time. Fixed pickup points may change during the contract year to accommodate higher demand areas, but will all be located within Maricopa City Limits.

Deviated Fixed Route: Service will be provided on a deviated fixed route basis from 7:00 am to 10:00 am, and from 2:00 pm to 5:00 pm Monday through Friday.

7. SERVICE PROVIDER'S RESPONSIBILITIES

- a. Provide supervision, technical, personnel, complete personnel training, and operating services necessary for the daily operation of a Transit Program service.
- b. Employ, supervise and manage all personnel, including drivers, dispatchers, supervisors and other personnel needed to operate and maintain the service. The on duty dispatcher must be bilingual (English and Spanish).
- c. Implement and sustain a driver training, customer service, and safety program approved by City.
- d. Provide training for all drivers and dispatchers in the areas of radio use, the complete service area, route layouts and schedules, Demand Response Service, Deviated Fixed Route Service and Demand Response Regional Shuttle Service, including trip scheduling and proper dispatcher techniques, specialized assistance for handicapped and elderly passengers including sensitivity training and wheelchair and wheelchair device tie down (reference ADOT/RTAP).
- e. Provide operators trained in First Aid/CPR, Passenger Assistance and Defensive Driver and the re-certification plan.
- f. Ensure that drivers meet all licensing requirements of the State of Arizona. Develop and adopt all necessary EEO employment, Civil Rights, DBE and Drug and Alcohol plans and policies as required by the Federal Transit Administration (FTA Circular 9070.1D, October 1, 1998). Provide complete employee training for all employees in the American with Disabilities Act as the Act applies to public transportation services (FTA Circular 9070.1D, October 1, 1998).
- g. Assist the City in public relations and promotional activities, including posting signs in vehicles, distributing schedules, operation of special event buses, etc.
- h. Collect, record, and forward all fare revenues to the City.
- i. Prepare and collect financial and non-financial data pertaining to the operation of Transit service and provide accurate statistical reports on a monthly basis (include copies of form currently in use).
- j. Collect, record, prepare and submit to the CITY all passenger information and operation data as required by the CITY, and applicable requirements of the Federal Transit Administrations National Transit Database reporting system.
- k. Provide uniforms for all employees. The Contractor shall provide and maintain clean, color-coordinated, and identical uniforms approved by the City for all contracted employees. The Contractor shall enforce a dress and appearance code. At a minimum, the dress requirement shall include a collared shirt and slacks. Headgear is optional, but if worn, will be a design of a baseball-type cap. Jacket will be optional for use in cold or rainy weather. All shirts and jackets will have name badges and identification patches with the Contractor's logo. Sandals or open-toed shoes are not allowed.
- l. Maintain vehicle appearance in an acceptable manner with a routine daily interior cleaning and a weekly exterior washing program on all transit vehicles.
- m. All other activities not listed in the request that the service provider believes are essential to the day-to-day operation of the system will be the responsibility of the service provider.
- n. Operators to deliver vehicles to City of Maricopa Department of Public Works Shop for mechanical/maintenance per schedule as required by the Federal Transit Administration and State of Arizona.
- o. Provide and maintain vehicle liability insurance in the amount of five (\$5) million (Combined Single Limit) with the City of Maricopa and Arizona Department of Transportation listed as "additional insured". Provide complete vehicle damage insurance. Provide all necessary workers compensation and general liability insurance.
- p. Provide complete customer service, including but not limited to: public relations, promotion of the transit system, complaints, suggestions for service, accident reporting, ticket sales, information, etc.
- q. Drug and Alcohol testing of all safety sensitive employees as defined and required by the Federal Transit Administration (FTA Circular 9070.1D, October 1, 1998).

- r. The service provider shall have a plan to address vehicular breakdowns during operating hours.
- s. In the event of a vehicle breakdown, accident, or any other event causing the vehicle to be unexpectedly out of service, the driver shall promptly notify the City of Maricopa Fleet Manager and the City of Maricopa COMET Program Manager, in that order, of the event causing the vehicle to be out of service.
- t. Ensure that the driver's manual includes an up-to-date section regarding the City of Maricopa's service specific policies and procedures. Also, ensure that updates properly added to the handbook as changes to policies and procedures are made, and copies provided by the City of Maricopa.

8. CITY OF MARICOPA RESPONSIBILITIES

- a. Establish routing and service policy.
- b. Provide all transit vehicles necessary to provide services.
- c. Provide fuel, oil and maintenance necessary for the transit services described herein.
- d. Provide mechanical repair and preventative maintenance.
- e. Provide administration and policy for the operation of service.
- f. Provide a copy of Maricopa-specific service policies and procedures to service provider for inclusion to the driver's manual, within 10 days of any change.

The City will provide the Transit Service, management oversight, establish priorities for service delivery, perform ongoing planning and programming and establishing related policies for all activities related to the Transit Services, service areas, fares, schedules, days and hours of operation, preparation of planning documents, budgets, grant applications, and related documentation and other such activities relative to overall system administration and contract compliance monitoring.

9. COST PROPOSAL

The Contractor shall provide a detailed cost proposal for the initial three (3) year term of operation with an option for two (2) - one (1) year terms. The cost proposal shall be on the form provided with this RFP.

10. ANNUAL HOURS OF OPERATION

There will be different service hours for each of the three (3) types of transit service as shown below:

Demand Response within City of Maricopa: Service will be provided from 9:00 am to 12:00 pm, and 1:00 pm to 5:00 pm, Monday, Wednesday and Friday. During the hour between 12:00 pm and 1:00 pm, the vehicle will not be in operation and the driver is expected to take his/her lunch.

Demand Response Regional Service to Chandler Regional Hospital and Casa Grande Regional Medical Center: Service will be provided from 9:00 am to 5:00 pm on Tuesday and Thursday. The expectation is that we will pick up riders in Maricopa from 9:00 am through 10:00 am and then transport them to Chandler Regional Hospital/Casa Grande Regional Medical Center. Once at the location the riders will be dropped off at any location within a five (5) mile radius of there. At approximately 2:30 pm, the rider pickup will start, and they will be transported back to Maricopa for drop-off at their designated location. During the time when the bus is not in service, approximately from 12:00 pm to 2:30 pm, the driver will be able to take a lunch. All pre-inspections and post-inspections will occur before and after the hours of service.

Route Deviation Service: Service will be provided on a non-reservation basis from 7:00 am to 10:00 am, and from 2:00 pm to 5:00 pm Monday through Friday.

Dispatch Service: There will need to be a dispatcher available from 6:00 am to 4:00 pm, Monday through Friday. The City understands that some phone calls will inevitably roll to voice mail but this is not to be the first option. Voice mails left during normal dispatch hours should have a return call placed within thirty (30) minutes of the original call.

For the Bus Service and Dispatch service, please assume 252 operating days.

There will be four (4) to five (5) events a year that the provider will need to provide service and help promote the COMET Program. These are usually on Saturdays and last approximately between four (4) and six (6) hours per event. All events may be in Maricopa or to surrounding communities.

11. HOLIDAY OBSERVANCES

No service shall be provided on the following holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day (Celebrated)
Independence Day (July 4th)
Labor Day
Thanksgiving Day
Christmas Day

12. BUS WASHING AND CLEANING

The City will provide space accommodations for washing the exterior of each bus at the City Public Works Yard. On occasion, the successful bidder will be required to detail the exterior of each bus bi-annually. Bidder will be required to clean the interior of each bus on a daily basis and the exterior shall be washed at least one (1) time each week irrespective of where the buses are based with the City of Maricopa.

13. FARE BOXES

Fare boxes are provided on all Transit vehicles. Vehicle operators will not handle money of any kind, and they will not make change for the passengers. Service will be provided on a cash per ride basis. The system operates in three (3) separate service areas; City of Maricopa; City of Casa Grande and the City of Chandler. The current rates are service \$1.00 per trip within Maricopa and three dollars (\$3.00) for round trip to Chandler or Casa Grande for Demand Response Service, and fifty cents (\$.50) per boarding for the Route Deviation Service.

The Fare box revenue shall be considered the property of the City. Drivers are required to collect fares at the time of the trip. Service Provider is to reconcile all fares. All cash revenue collected from the Transit System must be reported with proper verification and be given to the Transit Coordinator no later than three (3) days after the last day of the month. Weekends and holidays, the revenue is to be kept in a locked location until reconciled the following business day. The service provider shall repay Fare box receipts lost or stolen while in the possession of the service provider to the City.

Service provider's vehicle operators shall collect fares as established by the City, and maintain an accurate count of all boarding passengers by stop and fare category. The method used to annotate passenger and fare counts on passenger manifests shall be coordinated with the City. Fare box revenue will be counted by the service provider's delegated office employees on a daily basis, and reconciled against the stated number of passenger trips. Any shortages must be investigated and corrected by the service provider. The service provider will deliver a daily deposit of the fare box revenue to Maricopa City Hall by 5:45 pm. Fare box revenue is the property of the City of Maricopa and the service provider will submit written reports of revenue collection to the City with the monthly Transit Service operations invoices. ***Fares are subject to adjustment by the City.***

14. IN VEHICLE TIME

Service provider shall ensure for the optimum usage of each vehicle, and shall limit passenger ride time for each trip so as not to exceed fifteen (15) minutes in Maricopa. Service provider will support the region's Mobility Management programs and assist in coordinating trips with other providers.

Customers of the Maricopa Public Transit System will generally fall within one of the following three classifications: Advance Reservation, and Same Day Reservation Customers, and Customers Awaiting Pickup at a Designated Location with no reservation. The City considers on time and prompt service to these customers as a very high priority. Common trips purposes include, but are not limited to medical appointments, work, education, access to food, and recreational (the bulk of all trips being for medical and/or work). The Arboc buses are equipped to transport twenty-one (21) individuals or seventeen (17) and two (2) wheelchairs at one time. The Amerivan minivans are equipped to transport six individuals or four individuals and one wheelchair.

Advance Reservation Customers are those customers that make advanced reservations for service. These customers shall be picked up and served within fifteen (15) minutes of the pick-up time agreed upon between the customer and Maricopa Public Transit System and shall arrive at their destination prior to their scheduled drop-off time. Failure to serve the Advance Reservation Customers within fifteen (15) minutes, before or after, the scheduled pick up time will be considered untimely.

Same Day Customers are those customers requesting service without making prior reservations or arrangements. Customers may be denied service if all vehicles are full or may be asked to negotiate a different pick-up time than they originally requested. The provider must attempt to negotiate a new time for the service within the one (1) hour window before and after the requested trip time, or the call shall be recorded as a denial. Provider shall log and maintain a record of all denials, turndowns and refusals (unmet needs) of service as defined by FTA.

15. DEMAND RESPONSE RESERVATIONS AND SCHEDULING

SERVICE PROVIDER shall provide and use a scheduling and dispatching process and/or software.

Sufficient staff will be provided by service provider to allow for reservations and trip scheduling. The service provider's personnel must have sufficient knowledge of the reservation and scheduling process in order to effectively communicate with individuals requesting service. The service provider will provide bilingual (English/Spanish) Customer Service and Reservations agents to support the community's diversity

- a. Passengers are required to call in advance of a trip. The service provider can accept reservations up to seven (7) days in advance. The minimum amount of time required for reservations for "next day" service shall be twenty-four (24)

- hours in advance, and no later than 4:00 p.m. the day prior to when service is required. Forty eight (48) hour advance notice is preferred.
- b. Service provider shall make every effort to respond to all requests for service, but is not obligated to respond to “same day” calls.
 - c. Service provider shall maintain an answering machine for after business hours messages and reservations.
 - d. Passengers shall be informed of expected pick-up time.

16.SERVICE CANCELLATION

The service provider shall observe the following actions in regard to cancellations and no shows:

- a. Passengers shall be instructed to provide a minimum of two (2) hours prior notice in the event of a cancellation of a scheduled trip.
- b. Passengers shall be considered as a no-show when a driver shows up for a pick-up and there is no passenger waiting at the pick-up point within five (5) minutes after the driver’s arrival.
- c. The penalty for no-shows shall be as follows:
 - i. 1st no-show Suspended service for one (1) week
 - ii. 2nd no-show Suspended service for two (2) weeks
 - iii. 3rd no-show Suspended service for three (3) weeks
 - iv. 4th no-show Passenger becomes ineligible for service for a period of one (1) month

The City shall notify the passenger, in writing, of the intent to suspend service, and outline any basis for the suspension.

17.TRIP RESCHEDULING & CANCELLATIONS

- a. Trips requiring rescheduling due to problems such as vehicle malfunctions, etc., shall be rescheduled as soon as possible. Passengers shall be contacted at least two (2) hours prior to their appointment, unless an emergency arises and the two-hour notice cannot be completed.
- b. Cancellations shall be made at least two (2) hours in advance. Passengers shall be advised of this at the time of eligibility establishment. A passenger shall be allowed three (3) trip cancellations; once three (3) trips have been cancelled by a passenger, service shall be suspended for a period of one (1) month.
- c. The service provider shall not be responsible for missed appointments due to circumstances beyond its control including, but not limited to, vehicle malfunctions, road closures, inclement weather, etc.

18.INCLEMENT WEATHER

In the event that weather conditions are such that service must be temporarily suspended to ensure the safety of passengers and vehicle operators, the service provider shall immediately notify the City as to that event.

The service provider shall make good faith attempts to resume service when safety and prudence permit. The service provider shall notify scheduled Demand Response passengers of suspended service and the reason therefore, and also provide an estimate of when the service will resume.

19.PASSENGER CONDUCT

All passengers shall have equal rights, protection, and responsibilities. If any passenger misconduct occurs, the driver shall report it to service provider management, and service provider management shall verbally report the occurrence within eight (8) business hours to the City Transit Manager. The service provider may refuse to transport a passenger if service provider reasonably believes the passenger poses a threat to the health or safety of the driver or other passengers. If a passenger exhibits disruptive behavior, which impedes the driver's ability to safely operate the vehicle, the passenger shall be refused service. If the City determines that an incident is serious, a written report shall be completed by service provider and submitted to the City within seven (7) business days. The City Transit Manager shall then notify the passenger of a date, time, and location where the behavior of the passenger will be reviewed. At that time, he or she will be able to present the passenger's side before any decision is made as to the continuation of services for that individual. Any excessive continued, disruptive behavior shall result in the permanent discontinuation of service.

20. PASSENGER ASSISTANCE

- a. Drivers are required to use prudence and caution in assisting passengers. Drivers shall only assist passengers with entering/exiting the vehicle, but will not enter private property or private residences.
- b. Passengers shall be loaded and unloaded as close to the entryways as possible, as safety allows, and in designated spaces identified by a business and/or property owner or their agents.
- c. Drivers may provide directions/information upon completing a trip, but not to the detriment of other passengers waiting in the vehicle.
- d. Passengers are responsible for any personal possessions left in the vehicle, including groceries, bags, etc. The City or the service provider shall not be held responsible for lost or stolen items.
- e. Service animals are allowed with riders and must comply with the Americans with Disabilities Act.
- f. All infant/toddler passengers must comply with all Federal, State, and local code, statutes, or ordinances pertaining to use of child safety car seats. Infant/toddler car seats should be provided by the passengers for their children. The dispatcher will inform the passenger that if there is an infant/toddler being transported they will need to provide a car seat. If the driver attempts the scheduled pick-up and the passenger has not provided a car seat, the driver will not transport the passenger or their infant/toddler. The trip will be documented as a "no show".

21. CONSULTATION

The service provider represents itself as an expert in the field of public transit and demand response transportation services. As such, service provider shall provide the City with minor technical assistance and consultation in such matters as operating policies, funding, and coordination with other transit providers at no additional charge to the City.

22. DAY-TO-DAY

The service provider will manage the day-to-day operations in accordance with the adopted operations plan and good management practices. Management of day-to-day operations of the system will be vested in at least one (1) local Program Manager who will be experienced in all aspects of public transit operations. The individual will be responsible for managing and monitoring all aspects of the systems operations, including but not limited to: maintenance, repair, fueling, security, and supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare collection, personnel,

and contract administration. The service provider shall supply City with a twenty-four (24)-hour emergency telephone number at which service provider can be reached.

23. OPERATIONAL EFFICIENCY

The service provider shall seek out and implement methods of improving system operations, service, and cost effectiveness, along with improvements to correct deficiencies and substandard performance. Results will be reported to City via the monthly management summary statement (reference Scope of Services, Definition of Terms) (MSS) activity report, or direct memo along with any corrective actions that have been taken. The service provider shall review and comment on plans, equipment purchases, operative changes, and related proposals of the City.

24. MARKETING & PROMOTION

The service provider shall promote the service for City at city-sponsored events (i.e. Salsa Festival and Great American Barbeque); distribute brochures, comment cards, performance /satisfaction surveys and other materials, as requested or approved by City. The City retains all content rights and approval for advertising on the inside and outside of the buses. This includes all information signs, advertising/promotional signs, and electrical signs.

25. PERSONNEL

The service provider personnel shall meet all of the qualifications as required by law and additional qualifications, at the time of the RFP submittal, including but not limited to:

25.1 Vehicle Operators

- a. All vehicle operators shall maintain a Commercial Drivers' License (CDL) with Bus endorsement to operate a vehicle of nine (9) passengers or greater.
- b. Vehicle operators shall not have been convicted of reckless driving offenses or driving under the influence within five (5) years immediately preceding employment for the purposes of this Agreement.
- c. Vehicle operators shall not have been convicted of any crime involving moral turpitude within five (5) years immediately preceding employment for purposes of this contract.
- d. Vehicle operators shall wear City-approved uniforms and name badges at all times when operating a vehicle. The Contractor shall provide and maintain clean, color-coordinated, and identical uniforms approved by the City for all contracted employees. The Contractor shall enforce a dress and appearance code. At a minimum, the dress requirement shall include a collared shirt and slacks. Headgear is optional, but if worn, will be a design of a baseball-type cap. Jacket will be optional for use in cold or rainy weather. All shirts and jackets will have name badges and identification patches with the Contractor's logo. Sandals or open-toed shoes are not allowed.
- e. Vehicle operators shall maintain the cleanliness and sanitation of the vehicles in service.
- f. Vehicle operators shall practice good personal hygiene and are required to be neat, clean, and well groomed.
- g. Vehicle operators shall speak English; however, bilingual is preferred. Drivers must be able to explain information about the Transit system.

25.2 SERVICE PROVIDER PERSONNEL

- a. The service provider shall provide all management, office staff, drivers, dispatchers and/or telephone information operators, and such other personnel necessary to responsibly operate the Transit System.
- b. The service provider will recruit, screen, hire, discipline, and train personnel as necessary, conduct monthly safety and other related employee meetings as necessary, and perform liaison activities with City and other agencies related to execution of the Agreement. A copy of employee benefits, work rules, and union contracts, if any, shall be provided to City. The service provider shall meet and coordinate with City on a frequent basis.
- c. The service provider shall supervise all drivers to ensure that they are courteous to all patrons at all times, and respond to patrons' questions regarding use of the Transit system as applicable.
- d. The service provider shall provide City with an organizational chart prior to start-up and provide a driver's list to City, and shall update said list on a monthly basis. The service provider shall not place a driver into service without completing a training program.

26. FAILURE TO COMPLY WITH THIS SECTION MAY RESULT IN TERMINATION OF THIS AGREEMENT.

The service provider personnel such as managers, dispatching, and clerical, shall be trained in customer service techniques and assistance issues appropriate to passengers during regularly scheduled service, in addition to emergency evacuation due to fire, accident, or other emergencies in compliance with the Arizona Department of Transportation Rural Transit Assistance Program. The service provider shall be able to communicate in English and Spanish, and the service provider shall have a Spanish language speaker/translator available during working hours to answer any requests for information in Spanish, as necessary.

27. EMPLOYEE WORK RULES

The service provider shall enforce the following employee rules:

- a. Uniforms:
 - i. Must be worn at all times
 - ii. Shall be clean and presentable at all times
 - iii. Designs, colors and identification (ID) tags must be approved by City
 - iv. Closed-toes shoes
- b. Gratuities:
 - i. Shall NOT be accepted
 - ii. All cash shall go into the fare box without being handled by the driver, UNLESS required by passengers with a disability.
- c. Knowledge of Service and Service Area:
 - i. Drivers shall have a thorough knowledge of Transit services and service area of Transit.
 - ii. Drivers shall also have a basic knowledge of transfer location for all routes and services.
- d. General Rules:

- i. NO ONE will be permitted to smoke, eat, or drink aboard Transit vehicles at any time. This includes both passengers and staff. Operators and passengers may bring bottled water on the bus if it is in an approved, covered plastic container.
- ii. Boisterous language, profanity, or incivility to anyone shall not be allowed while in uniform, either on- or off-duty.
- iii. While in uniform, no employee shall purchase, consume, or be under the influence of any narcotic, intoxicant, or harmful drug.
- iv. Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift.
- v. All employees are responsible for reporting any defects a vehicle may have to the supervisor and maintenance department immediately. Drivers shall conduct a Pre-trip inspection of their vehicle, and complete a "VEHICLE INSPECTION FORM" (Attachment H). Drivers shall have the Maricopa's Transit Program Manager resolve any doubt about the safety of a vehicle prior to placing a vehicle in passenger service.
- vi. Employees may use vehicles only in accordance with their assigned duties. Employees must conduct themselves and operate vehicles in a safe and courteous manner at all times.
- vii. No one shall be permitted to solicit on any of the Transit vehicles.
- viii. No item longer than five (5) feet will be permitted on any of the Transit vehicles.
- ix. All information regarding incidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to police, supervisory personnel, or other person(s) involved in the accident, as required by law.
- x. Persons whom the Driver reasonably believes to be under the influence of any intoxicant, narcotic, or harmful drug shall not be permitted on the vehicle during regular daily services.
- xi. Drivers providing Transit service will be required to travel over prescribed routes and maintain time schedules. If it becomes necessary to leave the route, the dispatcher or immediate supervisor shall be notified immediately. No run shall be cut short.
- xii. Drivers will provide assistance required to help elderly and disabled persons boarding and de-boarding vehicles, moving to their seat, and/or maneuvering and securing wheelchairs/electric scooters. **Under no circumstances** will drivers enter a passenger's residence OR physically lift a passenger.
- xiii. No vehicle shall be operated in an unsafe or uncertain condition.
- xiv. No driver shall operate the wheelchair lift until: a) he/she has received the required training, and b) if there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result from using the lift, the bus must be put out of service. Wheelchair lift operation shall comply with the methodology recommended by the manufacturer. The service provider shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the differences among individuals with disabilities.
- xv. Traffic violations, while on duty, will result in disciplinary action to the driver involved, and any fines levied due to a traffic violation will be paid by the service provider or its employee.
- xvi. At no time shall the Contractor or its employees operate City vehicles outside the assigned scope of work of this agreement. Deviation from the scheduled route is strictly prohibited and not allowed for personal use.

Use of the transit vehicle driving directly to place of dining at lunch and directly returning to the next pickup at the end of the scheduled lunch hour is acceptable as it is more beneficial and economical than returning the transit vehicle to the fleet yard and driving the transit vehicle back to the transit route after lunch. There shall be no deviations from the direct route to and from the food establishment.

28. VEHICLE MAINTENANCE

The Contractor shall provide Preventative Maintenance to the City of Maricopa's Transit Program Manager as part of this RFP and shall take the greatest care to ensure that all vehicles are in safe and good operating condition at all times. The City has developed a maintenance program that the service provider will follow in order to ensure the safe and efficient operation of vehicles and equipment for this contract. The Contractor shall abide by the City Of Maricopa Preventative Maintenance Program. The Maintenance program will adhere to all vehicle manufacturer's maintenance and warranty guidelines and will include, but not limited to the following:

- a. Performance of maintenance to ensure each vehicle shall meet all applicable laws, codes, and safety requirements specified by the State of Arizona.
- b. All preventive maintenance, repairs, and major component rebuilding/replacement shall be performed in accordance to the Original Equipment Manufacturing's (OEM) specifications and applicable warranty conditions and best transit industry general practices.
- c. The City warrants that all vehicles are in good condition with normal wear and tear for the age of the vehicles. The service provider shall have the right to inspect all vehicles and equipment covered in the contract and shall verify that all vehicles and equipment are in safe operation and good running order.
- d. All vehicles provided, which are under warranty, are subject to warranty compliance by the City.
- e. The Preventive Maintenance Program shall, at a minimum, include, but not be limited to:
 - i. Daily preventive maintenance and safety inspection (PMI)
 - ii. Lubrication according to OEM specifications
 - iii. Brake inspections and adjustments
 - iv. Vehicle body repairs (including body and glass) shall be made within thirty (30) days of occurrence
 - v. Mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained
 - vi. Interior passenger compartment shall be free of exhaust fumes, dirt, and trash
 - vii. Heating and air conditioning systems shall be maintained and used to insure passenger comfort
 - viii. Seats shall be functional and tears, gum, graffiti, and other damage shall be repaired immediately upon discovery
 - ix. Wheelchair-lift related equipment shall be inspected, serviced, lubricated, and be in operating order at all time
 - x. Vehicle safety equipment such as fire extinguishers and first aid kits shall be inspected and maintained in good condition and working order
 - xi. Bicycle racks will be properly maintained and kept in good operating conditions at all times.

The Contractor shall ensure that sufficient numbers of vehicles are available to properly provide service at all times. The Contractor shall properly document all preventative maintenance, and repairs, and allow for the inspection of such documentation by the City of Maricopa upon demand. Preventative maintenance inspections must be regularly accomplished at intervals that meet or exceed all applicable state or federal requirements and the manufacturer's recommended standards,

procedures, and intervals. The Contractor shall provide to the City of Maricopa documentation relative to the vehicle manufacturer's recommended standards for preventative maintenance at intervals specified by the City of Maricopa. In the event that the contract is not renewed or terminated for cause, the Contractor will provide copies of all Maricopa Preventative Maintenance related documents to the City of Maricopa for retention as required by the Federal Transit Administration and Arizona Department of Transportation.

The City of Maricopa shall request the Contractor to conduct semi-annual inspection(s), when applicable. The Contractor shall repair all safety-related deficiencies identified in the inspections before placing the vehicle back in service. All non-safety deficiencies shall be repaired within seven (7) calendar days. Vehicles with deficiencies are subject to re-inspection by the City of Maricopa to ensure that corrective repairs are properly made. All costs associated with the Contractor's personnel in getting vehicles to/from and during inspections shall be the Contractor's expense however; the City of Maricopa reserves the right to assist in providing transportation of vehicles to Contractor repair locations, if applicable. All costs associated with correcting identified vehicle deficiencies shall be at the Contractor's expense.

28. REPAIR ESTIMATES:

Estimates on all repairs over one thousand (\$1,000) must be approved prior to repair completion. Please contact the City of Maricopa's Transit Program Manager.

29. LICENSES AND PERMITS

The service provider shall be appropriately licensed for the services required hereunder, and have all permits for personnel, equipment, and vehicles as required by law at the time of the RFP submittal. The service provider has the responsibility to maintain licenses and permits for the duration of this Agreement. The service provider is liable for any and all business license and permit fees and all taxes due as a result of this Agreement. The City will provide vehicle licenses.

30. SAFETY PROGRAM

This section shall include a description of the Contractor's program (or Safety Policy and Procedures) for assuring safe transit operations and compliance with Federal and State safety laws and regulations. This section shall include a description of the Proposer's safety record over the past five years, including an identification of any citations during that period. One complete copy of a safety program must be included as an addendum with the Proposal.

31. EMPLOYEE TRAINING

Provide a description of all employee training programs including driver, maintenance, management, dispatch, road supervisor, and safety training. One complete copy of the driver-training program must be included as an addendum with the Proposal. The training description should address both initial and in-service training, and should include the steps the Contractor intends to take to improve employee skills, enhance service quality, and promote safety in the performance of work. The number of hours and types of training to be provided should be specified.

32. ADMINISTRATIVE RECORDS

Not later than five (5) days after the end of the service month, the service provider shall submit operating data to the City. The service provider shall use the FTA National Transit Database (NTD)

reporting categories (year-to-date) for Transit Service, and will include the following monthly information:

- a. Vehicle service mileage
- b. Number of passengers boards and de-boarding, by stop
- c. Complaints and/or comments
- d. Number of passenger serviced daily, by route
- e. Vehicle service hours
- f. Accidents
- g. Service days per month
- h. Number of wheelchair passengers
- i. Number of bicycle passengers

Periodically, the City may request additional information including, but not limited to, statistics regarding customer service approach recommendations and equipment reliability.

a. Management Information System:

The service provider Management Information System shall utilize WORD, EXCEL, and POWERPOINT, and provide an adequate methodology to gather, store, retain, calculate, compute, cross-reference, and display in text, tabular, and graphic form, all operating, performance, and financial data associated with this contract. In addition, e-mail capability is required to communicate with the City.

b. Monthly Reports:

The service provider will report the information on a monthly basis in EXCEL format.

c. Annual Reports:

The service provider will report the information on an annual basis in EXCEL or WORD format.

33. ACCIDENT REPORTING

Accidents occurring while in service under this Agreement, which involve City vehicles, equipment, and personnel, shall be reported to the City in **all** cases. The service provider shall provide the City with an **immediate** telephone call to the Transit Program Manager (520-316-6948) and written copies of accident reports within forty-eight (48) hours of the incident.

Such incidents shall include the following, but may include other activities or occurrences that affect passenger service and comfort:

- a. Collisions between a vehicle and another vehicle, person or object.
- b. Passenger accidents, including falls of vehicle passengers who are entering, occupying or exiting the vehicle.
- c. Disturbances, passenger ejection, fainting, sickness, assaults, injuries or deaths.
- d. Accidents the driver witnesses.
- e. Vandalism to the vehicle while in service.
- f. Passenger complaints of injury, property, or other circumstances likely to result in the filing of claims against the contractor or City.
- g. Any passenger, driver, and service complaint that arises from an accident.
- h. Breakdowns of in-service vehicle.

34. DRUG TESTING POLICY

The service provider agrees to establish and implement a drug and alcohol testing program that complies with the FTA's Section 5311 –Rural Transit Program and 49 U.S.C. § 5331 and 49 Code of Federal Regulations ("CFR") Parts 653 and 654, produce any documentation necessary to establish

its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the City to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The service provider further agrees to certify annually its compliance with Parts 653 and 654 on or before January 15 (each year) to City.

35. AUDIT AND INSPECTION

As a condition of receiving public funds administered by the City, Contractor agrees that:

- a. The City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records with regard to this project, and to audit the books, records, and accounts with regard to this project at any time during three (3) fiscal years subsequent to the fiscal year in which this Agreement terminates.
- b. The records considered relevant to this Agreement include, but are not limited to, mileage, fares, work schedules, timecards, vehicle logs, hours, accident reports, maintenance records, expenditures, DPS inspection reports, police reports, licenses and certificates, and training records.

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**TERMS AND CONDITIONS REQUIRED BY THE FEDERAL
TRANSIT AUTHORITY (FTA)**

1. U.S. DOT, Federal Transit Administration 5311 Rural Public Transportation Program

This contract shall be partially funded by 5311 grants under the administration of the Public Transportation Division of the Arizona Department of Transportation. Full versions of the FTA Best Procurement Practices Requirements may be found at:

www.fta.dot.gov/documents/BPPM_fulltext.doc

- 1.1 FTA Third Party Contracting Guidelines per FTA Order 4220.1F must be met and can be found at:

http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html

- 1.2 The following references provide guidance for sub-recipient program management and sub-recipient eligibility of the Section 5311 Program, as excerpted from FTA Circular 9070.1D, October 1, 1998, as updated:

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VENDOR MUST SUBMIT ONE (1) PAGE ACCEPTANCE OF
FEDERAL TERMS
(SEE ATTACHMENT A)
FEDERAL TRANSIT ADMINISTRATION
SPECIAL TERMS AND CONDITIONS

This project is funded by Federal Transit Administration and the Arizona Department of Transportation – Multimodal Planning Division grants and is subject to FTA Third Party Contract requirements.

- 1. No Obligation by the Federal Government** – The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 - 1.1 The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 2. Program Fraud and False or Fraudulent Statements or Related Acts** – The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - 2.1 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
 - 2.2 The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. **Access to Third (3rd) Party Contract Records** – Where the Purchaser is a State and is the FTA Purchaser or a sub-grantee of the FTA Purchaser in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. FTA does not require the inclusion of these requirements in subcontracts.
4. **Federal Changes** – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
5. **Termination** – (May be modified to reflect local requirements.)
 - 5.1 Termination for Convenience (General Provision) The Purchaser may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Purchaser to be paid the Contractor. If the Contractor has any property in its possession belonging to the Purchaser, the Contractor will account for the same, and dispose of it in the manner the Purchaser directs.
 - 5.2 Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Purchaser that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Purchaser, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
6. **Opportunity to Cure (General Provision)** – The Purchaser in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Purchaser satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Purchaser directing setting forth the nature of said breach or default, Purchaser shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 6.1 Waiver of Remedies for any Breach. In the event that Purchaser elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Purchaser shall not limit Purchaser remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 6.2 Termination for Default (Supplies and Service). If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Purchaser may terminate this contract for default. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (insert name of local government/agency).
- 6.3 Termination for Convenience (Professional or Transit Service Contracts). The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 6.4 Termination for Default (Transportation Services). If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.
- 6.4.1 If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.
- 6.4.2 If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

7. Civil Rights – The following requirements apply to the underlying contract:

- 7.1 **Non Discrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor

agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

7.2 Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

7.2.1 Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 200e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

7.2.2 Age – In accordance with section 4 of the Age Discrimination in Employee Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

7.2.3 Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of person with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

7.2.4 The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. Disadvantage Business Enterprises (DBE): (SEE ATTACHMENT C)

Please refer to the following links for further information, guidelines and required forms:

- <https://www.azdot.gov/business/business-engagement-and-compliance/dbe-compliance/adot>
- https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantage Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantage Business Enterprise (DBE) is ten percent (10%) and the Arizona Department of Transportation's FFY 2008 Transit Goal is (insert) %. A separate contract goal has not been established for this procurement. If you are a DBE certified contractor, please fill out the certification attached stating your letter of intent to perform services as a DBE is applicable.

It is ADOT's policy to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts. ADOT's objectives are as follows:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's construction, procurement, and professional services contracts in the areas of highway, transit, and airport financial assistance;
- To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
- To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
- To assist in the development of firms that can compete successfully in the market place outside the DBE program.

The ADOT Civil Rights Administrator has been designated as the DBE Liaison Officer. In that capacity, she is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is afforded the same priority as compliance with all other legal obligations incurred by ADOT in its financial assistance agreements with the U.S. Department of Transportation.

Each Local Public Agency (LPA), sub-recipient, and grantee must complete and have its executive officer sign a Sub-Recipient DBE Program Compliance Statement. In accordance with the compliance statement, all LPAs, sub-recipients, and grantees agree to the following:

- Use solicitation language provided by ADOT defining DBE requirements for all construction, professional services, and procurement contracts;
- Submit DBE goal requests at the following link:
<https://adot.dbesystem.com/frontend/welcome.asp> using the ADOT DBE Goal Request Form(s);
- Conduct post-award monitoring and reporting using the online DBE data collection and reporting system found at <https://arizonalpa.dbesystem.com>;
- Ensure commercially useful function compliance post-award;
- Designate a single point of contact for DBE compliance purposes;

Additionally, all LPAs, sub-recipients, and grantees agree to collect the following information for each solicitation for which a DBE contract goal has been established:

- The names and contact information of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;

- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
- If the contract goal is not met, evidence of good faith efforts.

LPAs, sub-recipients, and grantees will require prime contractors, consultants, and vendors to maintain records and documents of payments to DBE and non-DBE subcontractors for three years following the performance of a federal aid transportation contract. These records will be made available for inspection upon request by any authorized representative of the ADOT Civil Rights Office. Subcontractors are required to maintain payment information for any lower tier subcontractors for the same three-year duration.

LPAs, sub-recipients, and grantees are required to collect data on DBE and non-DBE participation to report to ADOT on Federal-aid projects. Contractors and consultants are to be notified that such record keeping is required for tracking DBE participation. Contractors, consultants, and vendors performing on federal aid transportation projects are required to provide monthly reports documenting amounts earned by and paid to all DBEs and non-DBEs. All DBE and non-DBE subcontractors working on federal aid transportation projects are required to verify receipt of payment. Further, first tier subcontractors are required to report amounts earned by and paid to all lower-tier DBE and non-DBE subcontractors. Lower-tier subcontractors are required to verify receipt of payment.

Contractors, consultants, and vendors shall provide the required information for the current month by the fifth (5th) of the following month. The required information shall be submitted electronically through the Local Public Agency DBE data collection and reporting system. This system is located online at <https://arizonalpa.dbesystem.com>.

LPAs, sub-recipients, and grantees will submit project data in support of each semi-annual and annual submission made by the state. Sub-recipients are required to use the ADOT Local Public Agencies DBE Reporting System. This system may be accessed via www.arizonalpa.dbesystem.com. Semi-annual report data must be audited by LPAs, sub-recipients, and grantees for accuracy and completeness by May first (1ST) and November first (1ST) of each year. Semi-annual reports will be run by ADOT and reviewed with LPAs, sub-recipients, and grantees on an as-needed basis.

The ADOT DBE Program Plan and LPA/Sub-Recipient DBE Guidelines can be found online at www.azdot.gov.

9. Immigration:

To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

10. Scrutinized Business Operations:

Pursuant to Arizona Revised Statutes Sections 35-391 and 35-393, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in Arizona Revised Statutes Section 35-391 or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

11. Incorporation of Federal Transit Administration (FTA) Terms.

The preceding provisions includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

12. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

12.1 The certification in this clause is a material representation of fact relied upon by Purchaser. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Purchaser, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Buy America. The contractor agrees to comply with 49 U.S.C. 5323 (j) https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy_America_Fact_Sheet.pdf and 49 C.F.R. Part 661, <https://www.gpo.gov/fdsys/pkg/CFR-2012-title49-vol7/xml/CFR-2012-title49-vol7-part661.xml> which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA - funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. A bidder or offeror must submit to the FTA (insert name of local government/agency) the appropriate Buy America certification (attached) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

- 14. Resolution of Disputes, Breaches, or Other Litigation.** (May be modified for contract) Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Purchaser. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchaser. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchaser shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 14.1 Performance During Dispute.** Unless otherwise directed by Purchaser, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 14.2 Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 14.3 Remedies.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Purchaser and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Purchaser is located.
- 14.4 Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Purchaser or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 15. Lobbying (see Attachment D).** Contractors who apply or bid for an award of one-hundred thousand (\$100,000) or more shall file the attached certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Purchaser.
- 16. Clean Air.**
- 16.1** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the (insert name of local government/agency) and understands and agrees that the Purchaser will, in turn,

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- 16.2 The Contractor also agrees to include these requirements in each subcontract exceeding one-hundred thousand (\$100,000) financed in whole or in part with Federal assistance provided by FTA.

17. Clean Water.

- 17.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- 17.2 The contractor also agrees to include these requirements in each subcontract exceeding one-hundred thousand (\$100,000) financed in whole or in part with Federal assistance provided by FTA.

- 18. Energy Conservation.** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

- 19. ADA Access.** The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

THE FOLLOWING CLAUSES APPLY TO OPERATIONAL SERVICE CONTRACTS (GRANT PROGRAM 5311)

20. Drug and Alcohol Testing - Option 1.

The contractor agrees to (a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing - Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or the Arizona Department of Transportation, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (January 1) and to submit the Management Information System (MIS) reports before February 15 to the Transportation/Transit Planner of the City of Maricopa, 45145 W. Madison Avenue, Maricopa, Arizona 85139. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit

Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing - *Option 3*

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or the Arizona Department of Transportation, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

21. ANTI-DRUG USE AND ALCOHOL MISUSE POLICY.

The following policy shall be adopted by the service provider:

It is the organization's desire to provide a drug-free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on the organization's premises and while conducting business-related activities off the premises, no employee may use, possess, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job ONLY IF it does not impair or alter an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Every new employee will be screened for drugs and alcohol use prior to employment with this organization. Random drug and alcohol testing will be conducted throughout the fiscal year, covering all safety sensitive positions, including dispatchers, operations managers, and any other job positions that are involved in the operations of the Demand Response services, and 100 percent of all transportation drivers and vehicle maintenance personnel.

All covered employees shall submit to drug and alcohol testing. Refusal to submit to testing, as well as discovery of the presence of illegal drugs and/or alcohol in the employee's system, will lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. Post-accident drug and alcohol tests are required, and refusal to submit to testing will lead to disciplinary actions as described in the

above paragraph. The following drugs are to be tested for: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine, and Alcohol.

A covered employee must also notify the organization of a criminal conviction of drug-related or alcohol-related activity occurring in the workplace. The report must be made within five (5) days of the conviction. Testing will be performed at a certified laboratory that will protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct employee. Results of the overall testing will, on a quarterly basis, be sent to the City, giving the number of employees tested and the number of employees that passed the tests. Test failures will be reason for dismissal from this project.

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VENDORS SUBMITTAL CHECK-OFF FORM

The information set forth below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

- _____ Offer Sheet **Signed**
- _____ 1 Unbound Original and 5 bound copies
- _____ Letter of Transmittal, **Signed**
- _____ Table of Contents
- _____ Firm Overview and Management Overview
- _____ Disclosures of Conflict of Interest
- _____ Experience
- _____ Acceptance of Federal Terms Form, **Signed**
- _____ Letter of Intent to Perform as a DBE form (if applicable), **Signed**
- _____ Buy American form (if applicable), **Signed**
- _____ Lobbying Form, **Signed**
- _____ Substitute W -9 Form, completed and **Signed**
- _____ HB2617 Israel Boycott, **Signed**
- _____ References
- _____ Proposed Fees/Compensation
- _____ Qualifications, Experience and Competence
- _____ CDL copies front and back
- _____ Organization Chart and drivers list
- _____ Copy of your firms Standard Operations & Practices Manual
- _____ Safety Program documentation
- _____ Bus Breakdown Response Plan
- _____ Copies of certificates of training for:
 - _____ First-Aid for all drivers
 - _____ ADA training
 - _____ Drug and Alcohol Testing Policy
 - _____ Drug and Alcohol Compliance

EXHIBIT-A
FLEET LIST

		Vehicle				Fuel	Pass	W/C seat		Active or	
		Year	VIN #	Make	Model	Type	Capacity	#	Lift- Y-N	Spare	Miles & Condition
Vehicle	1	2010	1GB9G5A62A1105092	Chevy	Bus	Diesel	21		N	Active	83879 Miles, Good Condition
Vehicle	2	2010	1GB9G5A60A1105804	Chevy	Bus	Diesel	21		N	Active	77107 Miles, Good Condition
Vehicle	3	2015	2C7WDGBG9FR685652	Dodge	Van	Gas	5		N	Active	15656 Miles, Good Condition
Vehicle	4	2015	2C7MDGBG4FR642739	Dodge	Van	Gas	5		N	Active	30894 Miles Good Condition
Vehicle	5	2015	2C7WDGBG5FR685650	Dodge	Van	Gas	5		N	Active	27386 Miles, Good Condition

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EXHIBIT B
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

**State of Arizona House of Representatives Fifty-second Legislature Second Regular Session
2016**

AN ACT

**AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 9;
RELATING TO PUBLIC CONTRACTS AND INVESTMENTS.**

Senate Engrossed House Bill

State of Arizona
House of Representatives
Fifty-second Legislature
Second Regular Session
2016

CHAPTER 46
HOUSE BILL 2617

AN ACT

**AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 9;
RELATING TO PUBLIC CONTRACTS AND INVESTMENTS.**

(TEXT OF BILL BEGINS ON NEXT PAGE)

EXHIBIT B (CONTD)
HOUSE BILL 2617/CHAPTER 46
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1 Be it enacted by the Legislature of the State of Arizona:
2 Section 1. Title 35, chapter 2, Arizona Revised Statutes, is amended
3 by adding article 9, to read:
4 ARTICLE 9. ISRAEL BOYCOTT DIVESTMENTS
5 **35-393. Definitions**
6 IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:
7 1. "BOYCOTT" MEANS ENGAGING IN A REFUSAL TO DEAL, TERMINATING BUSINESS
8 ACTIVITIES OR PERFORMING OTHER ACTIONS THAT ARE INTENDED TO LIMIT COMMERCIAL
9 RELATIONS WITH ISRAEL OR WITH PERSONS OR ENTITIES DOING BUSINESS IN ISRAEL OR
10 IN TERRITORIES CONTROLLED BY ISRAEL, IF THOSE ACTIONS ARE TAKEN EITHER:
11 (a) IN COMPLIANCE WITH OR ADHERENCE TO CALLS FOR A BOYCOTT OF ISRAEL
12 OTHER THAN THOSE BOYCOTTS TO WHICH 50 UNITED STATES CODE SECTION 4607(c)
13 APPLIES.
14 (b) IN A MANNER THAT DISCRIMINATES ON THE BASIS OF NATIONALITY,
15 NATIONAL ORIGIN OR RELIGION AND THAT IS NOT BASED ON A VALID BUSINESS REASON.
16 2. "COMPANY" MEANS A SOLE PROPRIETORSHIP, ORGANIZATION, ASSOCIATION,
17 CORPORATION, PARTNERSHIP, JOINT VENTURE, LIMITED PARTNERSHIP, LIMITED
18 LIABILITY PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY OR BUSINESS
19 ASSOCIATION, AND INCLUDES A WHOLLY OWNED SUBSIDIARY, MAJORITY-OWNED
20 SUBSIDIARY, PARENT COMPANY OR AFFILIATE.
21 3. "DIRECT HOLDINGS" MEANS ALL PUBLICLY TRADED SECURITIES OF A COMPANY
22 THAT ARE HELD DIRECTLY BY THE STATE TREASURER OR A RETIREMENT SYSTEM IN AN
23 ACTIVELY MANAGED ACCOUNT OR FUND IN WHICH THE RETIREMENT SYSTEM OWNS ALL
24 SHARES OR INTERESTS.
25 4. "INDIRECT HOLDINGS" MEANS ALL SECURITIES OF A COMPANY THAT ARE HELD
26 IN AN ACCOUNT OR FUND, INCLUDING A MUTUAL FUND, THAT IS MANAGED BY ONE OR
27 MORE PERSONS WHO ARE NOT EMPLOYED BY THE STATE TREASURER OR A RETIREMENT
28 SYSTEM, IF THE STATE TREASURER OR RETIREMENT SYSTEM OWNS SHARES OR INTERESTS
29 EITHER:
30 (a) TOGETHER WITH OTHER INVESTORS THAT ARE NOT SUBJECT TO THIS
31 SECTION.
32 (b) THAT ARE HELD IN AN INDEX FUND.
33 5. "PUBLIC ENTITY" MEANS THIS STATE, A POLITICAL SUBDIVISION OF THIS
34 STATE OR AN AGENCY, BOARD, COMMISSION OR DEPARTMENT OF THIS STATE OR A
35 POLITICAL SUBDIVISION OF THIS STATE.
36 6. "PUBLIC FUND" MEANS THE STATE TREASURER OR A RETIREMENT SYSTEM.
37 7. "RESTRICTED COMPANIES" MEANS COMPANIES THAT BOYCOTT ISRAEL.
38 8. "RETIREMENT SYSTEM" MEANS A RETIREMENT PLAN OR SYSTEM THAT IS
39 ESTABLISHED BY OR PURSUANT TO TITLE 38.
40 **35-393.01. Contracting; procurement; investment; prohibitions**
41 A. A PUBLIC ENTITY MAY NOT ENTER INTO A CONTRACT WITH A COMPANY TO
42 ACQUIRE OR DISPOSE OF SERVICES, SUPPLIES, INFORMATION TECHNOLOGY OR
43 CONSTRUCTION UNLESS THE CONTRACT INCLUDES A WRITTEN CERTIFICATION THAT THE
44 COMPANY IS NOT CURRENTLY ENGAGED IN, AND AGREES FOR THE DURATION OF THE
45 CONTRACT TO NOT ENGAGE IN, A BOYCOTT OF ISRAEL.

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1 B. A PUBLIC ENTITY MAY NOT ADOPT A PROCUREMENT, INVESTMENT OR OTHER
2 POLICY THAT HAS THE EFFECT OF INDUCING OR REQUIRING A PERSON OR COMPANY TO
3 BOYCOTT ISRAEL.

4 35-393.02. Investment; restricted companies list; notice;
5 immunity; exception

6 A. ON OR BEFORE APRIL 1 OF EACH YEAR, EACH PUBLIC FUND SHALL PREPARE A
7 LIST OF RESTRICTED COMPANIES AND SHALL PROVIDE A COPY OF THE LIST ON REQUEST.

8 B. IN PREPARING THE LIST OF RESTRICTED COMPANIES, THE PUBLIC FUND MAY
9 CONSIDER AT LEAST THE FOLLOWING:

10 1. PUBLICLY AVAILABLE INFORMATION, INCLUDING INFORMATION PROVIDED BY
11 NONPROFIT ORGANIZATIONS, RESEARCH FIRMS AND GOVERNMENT ENTITIES.

12 2. INFORMATION PREPARED BY AN INDEPENDENT RESEARCH FIRM RETAINED BY
13 THE PUBLIC FUND.

14 3. A STATEMENT BY A COMPANY THAT IT IS PARTICIPATING IN A BOYCOTT OF
15 ISRAEL OR THAT IT HAS TAKEN A BOYCOTT ACTION AT THE REQUEST OF, IN COMPLIANCE
16 WITH OR IN FURTHERANCE OF CALLS FOR A BOYCOTT OF ISRAEL.

17 C. THE PUBLIC FUND SHALL NOTIFY EACH COMPANY THAT IS INCLUDED ON THE
18 LIST OF RESTRICTED COMPANIES THAT THE COMPANY IS SUBJECT TO DIVESTMENT BY THE
19 STATE TREASURER AND THE RETIREMENT SYSTEMS.

20 D. IF A COMPANY THAT RECEIVES NOTICE PURSUANT TO SUBSECTION C OF THIS
21 SECTION SUBMITS A WRITTEN CERTIFICATION TO THE PUBLIC FUND THAT IT HAS CEASED
22 ITS BOYCOTT OF ISRAEL AND WILL NOT ENGAGE IN A BOYCOTT OF ISRAEL FOR THE
23 PERIOD OF TIME THAT THE STATE TREASURER OR A RETIREMENT SYSTEM INVESTS IN THE
24 COMPANY, THE PUBLIC FUND SHALL REMOVE THE COMPANY FROM THE RESTRICTED LIST.

25 E. EACH PUBLIC FUND SHALL:

26 1. SELL, REDEEM, DIVEST OR WITHDRAW ALL DIRECT HOLDINGS OF A
27 RESTRICTED COMPANY FROM THE ASSETS UNDER ITS MANAGEMENT IN AN ORDERLY AND
28 FIDUCIALLY RESPONSIBLE MANNER WITHIN THREE MONTHS AFTER PREPARING THE LIST OF
29 RESTRICTED COMPANIES PURSUANT TO SUBSECTION A OF THIS SECTION. ON OR BEFORE
30 AUGUST 1 OF EACH YEAR, THE STATE TREASURER AND EACH RETIREMENT SYSTEM SHALL
31 POST ON THEIR WEBSITES A LIST OF INVESTMENTS THAT ARE SOLD, REDEEMED,
32 DIVESTED OR WITHDRAWN PURSUANT TO THIS PARAGRAPH.

33 2. NOT ACQUIRE SECURITIES OF A RESTRICTED COMPANY AS PART OF ITS
34 DIRECT HOLDINGS.

35 3. REQUEST THAT MANAGERS OF ITS INDIRECT HOLDINGS CONSIDER SELLING,
36 REDEEMING, DIVESTING OR WITHDRAWING HOLDINGS OF A RESTRICTED COMPANY FROM THE
37 ASSETS UNDER ITS MANAGEMENT.

38 F. WITH RESPECT TO ANY ACTION PERFORMED PURSUANT TO THIS SECTION, THE
39 STATE TREASURER, EACH RETIREMENT SYSTEM AND ANY PERSON ACTING ON BEHALF OF
40 THE STATE TREASURER OR THE RETIREMENT SYSTEM:

41 1. ARE EXEMPT FROM ANY CONFLICTING STATUTORY OR COMMON LAW OBLIGATION
42 OR FIDUCIARY DUTIES WITH RESPECT TO CHOICE OF ASSET MANAGERS, INVESTMENT
43 FUNDS OR INVESTMENTS.

44 2. ARE SUBJECT TO TITLE 12, CHAPTER 7, ARTICLE 2 REGARDING IMMUNITY
45 FOR ACTS AND OMISSIONS.

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1 3. ARE INDEMNIFIED AND HELD HARMLESS BY THIS STATE FROM CLAIMS,
2 DEMANDS, SUITS, ACTIONS, DAMAGES, JUDGMENTS, COSTS, CHARGES AND EXPENSES,
3 INCLUDING ATTORNEY FEES, AND AGAINST ALL LIABILITY, LOSSES AND DAMAGES
4 BECAUSE OF A DECISION TO SELL, REDEEM, DIVEST OR WITHDRAW HOLDINGS OF A
5 RESTRICTED COMPANY MADE PURSUANT TO THIS SECTION.

6 G. THIS SECTION DOES NOT APPLY TO INVESTMENTS THAT ARE MADE BY THE
7 STATE TREASURER PURSUANT TO SECTION 35-314.01.

8 35-393.03. Severability

9 IF ANY PROVISION OF THIS ARTICLE OR ITS APPLICATION TO ANY PERSON OR
10 CIRCUMSTANCE IS HELD INVALID, THE INVALIDITY DOES NOT AFFECT ANY OTHER
11 PROVISION OR APPLICATION OF THIS ARTICLE THAT CAN BE GIVEN EFFECT WITHOUT THE
12 INVALID PROVISION OR APPLICATION, AND TO THIS END THE PROVISIONS OF THIS
13 ARTICLE ARE SEVERABLE.

14 Sec. 2. Legislative findings

15 A. Boycotts and related tactics have become a tool of economic warfare
16 that threaten the sovereignty and security of key allies and trade partners
17 of the United States.

18 B. The state of Israel is the most prominent target of such boycott
19 activity, beginning with the Arab League Boycott adopted in 1945, even before
20 Israel's declaration of independence as the reestablished national state of
21 the Jewish people.

22 C. Companies that refuse to deal with United States trade partners
23 such as Israel, or entities that do business with or in such countries, make
24 discriminatory decisions on the basis of national origin that impair those
25 companies' commercial soundness.

26 D. It is the public policy of the United States, as enshrined in
27 several federal acts, including 50 United States Code section 4607, to oppose
28 such boycotts, and Congress has concluded as a matter of national trade
29 policy that cooperation with Israel materially benefits United States
30 companies and improves American competitiveness.

31 E. Israel in particular is known for its dynamic and innovative
32 approach in many business sectors, and a company's decision to discriminate
33 against Israel, Israeli entities or entities that do business with Israel or
34 in Israel is an unsound business practice making the company an unduly risky
35 contracting partner or vehicle for investment.

36 F. This state seeks to implement Congress's announced policy of
37 "examining a company's promotion or compliance with unsanctioned boycotts,
38 divestment from, or sanctions against Israel as part of its consideration in
39 awarding grants and contracts and supports the divestment of State assets
40 from companies that support or promote actions to boycott, divest from, or
41 sanction Israel."

APPROVED BY THE GOVERNOR MARCH 17, 2016.

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FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 18, 2016.

ATTACHMENT A
TERMS
(Must be submitted)

PLEASE PROVIDE THE FOLLOWING INFORMATION AS ACCEPTANCE OF THESE TERMS AND CONDITIONS.

VENDOR BUSINESS:

NAME:

TITLE:

SIGNATURE:

DATE:

ATTACHMENT B
BUY AMERICAN
(Only if over \$100,000)

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 662.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

ATTACHMENT C
LETTER OF INTENT TO PERFORM AS A DBE
(Submit only if applicable)

Per FTA requirements, if you are a certified DBE and intend to operate as one for this contract, please provide a copy of your State of Arizona certification.
It is not a requirement to be a DBE for this contract.

Project Title or Description:

The undersigned intends to perform work in connection with the above project as (check one):

_____	A prime contractor	_____	a subcontractor
_____	A joint venture	_____	other (please specify)

If applicable, name of prime contractor or joint venture partner:

The disadvantaged status of the undersigned is confirmed on by the attached documentation:

1) Submit copy of certification papers, etc.

Date: _____

Name of DBE Contractor: _____

By: _____
(Signature and Title)

ATTACHMENT D
49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

ATTACHMENT E
PRICE SHEET

2017 – 2018 BUDGET	
SUBSTANCE ABUSE PROGRAM	
Collection Site	\$
Medical Review Officer	\$
Laboratory Testing	\$
Related Travel	\$
OPERATING BUDGET	
Driver/Dispatcher Salaries	\$
Fringe Benefits	\$
Uniform Purchase	\$
Cell Phone Service	\$
Operating Supplies	\$

ATTACHMENT E (CONTD)
PRICE SHEET

Second (2nd) year Contract

2018 – 2019 BUDGET	
SUBSTANCE ABUSE PROGRAM	
Collection Site	\$
Medical Review Officer	\$
Laboratory Testing	\$
Related Travel	\$
OPERATING BUDGET	
Driver/Dispatcher Salaries	\$
Fringe Benefits	\$
Uniform Purchase	\$
Cell Phone Service	\$
Operating Supplies	\$

ATTACHMENT E (CONTD)
PRICE SHEET

Third year (3rd) Contract

2019 – 2020 BUDGET	
SUBSTANCE ABUSE PROGRAM	
Collection Site	\$
Medical Review Officer	\$
Laboratory Testing	\$
Related Travel	\$
OPERATING BUDGET	
Driver/Dispatcher Salaries	\$
Fringe Benefits	\$
Uniform Purchase	\$
Cell Phone Service	\$
Operating Supplies	\$

ATTACHMENT F
PARTICIPATION IF BOYCOTT OF ISRAEL
ATTACHMENT F

	Participation if Boycott of Israel		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
		PAGE 1 OF 1	

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name			Signature of Person Authorized to Sign	
Address			Printed Name	
City	State	Zip	Title	

SPO Form 203 - Israel Boycott Affidavit

ATTACHMENT G
SUBSTITUTE W-9 FORM

PART I: Company Information:

1. Name (as shown on Income Tax Return): _____
2. Business Name (if different than above): _____
3. DUNS #: _____
4. Federal employer identification number (or SSN): _____
5. Type of organization (check one):

Individual/Sole Proprietor	Limited Liability Company*
Corporation	*Choose the tax classification
Partnership	Disregarded Entity
Other: _____	Corporation
	Partnership
6. Order Address:

(Order address)	(City)	(State)	(Zip code)
-----------------	--------	---------	------------
7. Remittance address (if different than above):

(Remittance address)	(City)	(State)	(Zip code)
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8. Contact person for bid invitations: _____
9. Phone Number: _____ Fax Number: _____
10. Email address of contact person: _____
11. Applicant is a (check one):

Factory Representative	Jobber
Manufacturer	Authorized distributor
Retail dealer	Contractor
Consultant	Other: _____
12. Indicate if the business is registered as a minority or woman-owned company.

Minority-owned	Woman-owned	Not Applicable
----------------	-------------	----------------
13. How long has the company been in business? _____
14. Does applicant currently hold a valid business license issued by the City of Maricopa?

Yes	No
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ATTACHMENT G (CONTD)
SUBSTITUTE W-9 FORM

PART II: COMMODITY OR SERVICE DESCRIPTION

1. Commodity/Service description (*this section must be completed*):

PART III: APPLICANT TERMS AND CERTIFICATION

Terms:

The City of Maricopa may take up to thirty (30) calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income.
3. I am a U.S. person (including a U.S. resident alien).
(NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).

4. The following business ownership classifications are applicable:
Disadvantaged Business Enterprise Ownership Classification (Select One Only):

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications Owned required to avoid backup withholding."

- | | |
|--|--|
| <input type="checkbox"/> 1 Non-Small/Non-Minority/Non-Disabled | <input type="checkbox"/> 8 Small Business/Disabled Owner |
| <input type="checkbox"/> 2 Small Business (Per ARS §41-1001(20)) | <input type="checkbox"/> 9 Minority Woman Owned Business |
| <input type="checkbox"/> 3 Minority Owned Business [Per 15 CFR §1400.1(a)] | <input type="checkbox"/> 10 Disabled-Minority Owned Business |
| <input type="checkbox"/> 4 Woman Owned Business | <input type="checkbox"/> 11 Disabled-Woman Owned Business |
| <input type="checkbox"/> 5 Owned By Disabled Individual (Per ARS §41-1492.5) | <input type="checkbox"/> 12 Small Business/Minority-Woman Owned |
| <input type="checkbox"/> 6 Small Business/Minority Owned | <input type="checkbox"/> 13 Small Business/Disabled-Minority Owned |
| <input type="checkbox"/> 7 Small Business/Woman Owned | <input type="checkbox"/> 14 Small Business/Disabled-Minority-Woman |

Name (*Please print*)

Signature

Title (*Please print*)

Date

INTERNAL USE ONLY

CC# _____ AUTHORIZATION: _____

FAX: _____ EMAIL: _____ PRINT: _____

REQUESTED BY: _____

ATTACHMENT H
VEHICLE INSPECTION REPORT

Date: _____ Contractor: _____

Mileage: Start _____ Stop _____

Driver's Name: _____

Check Each Item: ✓ - OK or

X - Needs Work

Pre-Trip	Post-Trip	Item	Remarks	Pre-Trip	Post-Trip	Item	Remarks
		Interior Lights				Temperature Gauge	
		Dash Lights				Mobile Data Terminal	
		Fuel Gauge Full				Registration Card	
		4 Way Flashers				Insurance Card	
		Headlights				Seat Belt Harness	
		Turn Signal Int.				All Seat Belts	
		Turn Signal Ext.				Seat Belt Cutter	
		Parking Lights				Fire Extinguisher	
		All Marker Lights				Accident Kit	
		Back Up Lights				First Aid Kit	
		Brake Lights				Three Triangles	
		Tail Lights				Interior Clean	
		Rear View Mirrors				Fluids	
		Side View Mirrors				Driver F/Side Tire	

Pre-Trip	Post-Trip	Item	Remarks	Pre-Trip	Post-Trip	Item	Remarks
		Windows				Passenger F/Side Tire	
		Windshield Wipers				Driver R/Side Tire	
		Heat & Defrost				Passenger R/Side Tire	
		Air Conditioning				Exterior Body Damage	
		Horn				Exterior Clean	

ATTACHMENT H (CONTD)
VEHICLE INSPECTION REPORT

		Radio Check				Gas Cap on Tank	
		Back Up Alarm				Doors	
		Brakes				Stepstool	
		Antilock Working				Wheel Chair Lift	
		Emergency Brake				Tie Downs	
		Oil Pressure Gauge				License Plate	

NOTES:

I have checked the above items and found them as noted:

Driver's Signature: _____ Date: _____

Mechanic's Signature: _____ Date: _____

Fleet Manager's
 Signature: _____ Date: _____