



CITY OF SEDONA

REQUEST FOR PROPOSAL FOR MICROTRANSIT, FIXED BUS ROUTE, DIGITAL PASS SOFTWARE SOLUTIONS, AND CELLULAR BASED VOICE OVER INTERNET PROTOCOL (VOIP)

RFP # PT-21-2

-- MATERIALS & SUPPLIES --

PROJECT FUNDING

During the life of this contract, this project may be funded in part by:
Assistance Listing No: 20.509 Formula Grants for Rural Areas Program
Federal Agency: Federal Transit Administration
Pass Through Entity: Arizona Department of Transportation (ADOT)

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SECTION 1: STATEMENT OF INTENT

The CITY of Sedona, Arizona (CITY) is seeking proposals from qualified firms to provide Microtransit, Fixed Bus Route software product(s), and cellular based Voice Over Internet Protocol (VoIP) communication technology to support the CITY's public transit system.

The purpose of this solicitation is to procure information technology system(s) and communications products that can meet the needs of the CITY's fixed route bus, and Microtransit system that can also be scaled to meet the future needs of the CITY's evolving public transit system by supporting these services in a cost-effective manner.

The successful bidder shall be awarded an exclusive contract with the CITY to provide all software, hardware, support, and maintenance of the technology solutions described above.

Each prospective bidder is required to submit a proposal describing their qualifications, products, services, and a quote for the deliverables that meet or exceed the minimum requirements as defined within this Request for Proposal (RFP).

Detailed information on the deliverables as described above follows within this RFP's Scope of Products & Services section, and comprehensive instructions for responding to this RFP are also provided within. For additional information on the CITY or about this RFP, please visit the CITY website www.sedonaaz.gov.

1.1 Important Dates:

EVENT	DATE
RFP Published	Friday 10/15/2021
Pre-Bid Conference	Thursday 10/28/2021 10:00 AM (UTC 07:00 Arizona)
Proposer's Request for Clarifications Due	Thursday 11/04/21 5:00 PM (UTC 07:00 Arizona)
Proposals Due	Thursday 12/2/2021 12:00 PM (UTC-07:00) Arizona
Preliminary Contract Award	Thursday 12/16/21
Project Implementation	Thursday 3/10/2022

1.2 Pre-Bid Conference:

The Pre-Bid Conference will be held virtually via ZOOM on Thursday October 28, 2021, at 10:00 AM (UTC-07:00) Arizona. The log-in credentials for the Pre-Bid Conference are below:

Join Zoom Meeting

<https://us02web.zoom.us/j/3072160849>

Meeting ID: 307 216 0849

One tap mobile:

+16699006833,,3072160849# US (San Jose)

+12532158782,,3072160849# US (Tacoma)

Dial by your location:

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Find your local number: <https://us02web.zoom.us/u/kbGaYM3Zah>

SECTION 2: INTRODUCTION:

2.1 General Information:

Located in Northern Arizona’s high desert, the City of Sedona rests within the Verde Valley under the southwestern rim of the Colorado Plateau at the Oak Creek Canyon base. Distinguished by massive red-rock formations and the contrasting riparian zones of Oak Creek, Sedona is encircled by 1.8 million acres of the Coconino National Forest. Its City limits encompass both Yavapai and Coconino Counties. Sedona and the greater Verde Valley is considered by many to be the most beautiful place on Earth.

Sedona, one of America’s premier tourism, recreation, retirement, and art centers, was founded in 1902 and later incorporated in 1988. Historically, it began as a rural ranching community, with apple orchards and cornfields dotting the countryside. But once its majestic landscapes came to national attention, Sedona was transformed into an international travel destination where its 10,300 residents are visited by over three and a half million tourists annually.

With over 300 miles of hiking trails, Sedona is also one of America’s most popular hiking destinations. Between 80 and 90% of Sedona-area trailhead visitors are hikers. Sedona enjoys four mild seasons, with average high/low temperatures of 95/75 in the summer and 55/35 in the winter. Spring and Autumn are Sedona’s busiest time of year, with numerous festivals and annual events.

2.2 Economy:

The CITY economy is based upon an annual \$1 billion tourism and hospitality industry, generating over 77% of the CITY’s sales tax revenues. These business sectors account for more than 10,000 jobs within the greater Verde Valley.

The table below provides a summary of Sedona businesses supporting the hospitality and tourism industry:

Business Type	Number of Establishments
Galleries & Shops	80+
Restaurants	50+
¹ Hotels, Resorts, Bed & Breakfast & Time Shares	65+

¹ Provides over 4,000 rooms. Not including short-term rentals, of which there are over 825 in the Sedona region.

2.3 Demographics:

Square Miles: 19
Elevation: 4,350
Population: 10,336
Average Age of Residents: 59
Average annual population growth rate: 6.73 %

2.4 Current Public Transit Service Delivery:

Currently, the CITY does not provide any public transit services except for the Verde Shuttle, which is provided under contract by the City of Cottonwood's Transit service. The Verde Shuttle is a dedicated commuter route that operates on a limited schedule to provide connecting service between the cities of Cottonwood and Sedona.

2.5 Project Background:

Traffic congestion during the peak visitor season continues to be the number one complaint by CITY residents. Add to that the overflow of trailhead parking into some of the CITY's neighborhoods, and it becomes clear that this issue is adversely affecting many of Sedona's residents' quality of life.

As the parking situation has continued to deteriorate at some of the most popular trailhead locations within Sedona's CITY limits, CITY staff shall be deploying a series of trailhead shuttles to mitigate traffic congestion and reduce illegal parking in and around some of the more heavily impacted areas.

Additionally, the CITY intends to deploy a Microtransit service providing on-demand shared ride services in West and Uptown Sedona, the Tlaquepaque shopping village, with connections to the Trailhead Shuttle Exchange(s).

The deployment of these services is intended to improve the quality of life for both Sedona's residents and visitors while lessening the environmental impacts caused by traffic congestion in the area.

As planned, the Trailhead shuttle service would become fully operational in March of 2022. Due to vehicle manufacturing delays, it is anticipated that the Microtransit service will not start until late June or early July of 2022.

2.6 Project Objectives:

The overarching objective of this project is to establish a fully integrated App based Microtransit, fixed bus route, and digital pass software solution to support the CITY's public Microtransit and trailhead shuttle system. Additionally, the CITY also seeks a VoIP system that can integrate with the aforementioned software platform to provide

cellular based voice communication between the transit vehicles, operations supervisors, and the call center.

Other objectives include, but are not limited to:

- Convenient and intuitive customer / dispatcher trip scheduling interface.
- Real time public facing information displaying on-time performance, and fixed route bus schedules.
- Ease of digital pass sales for the customer.
- Ease of fare collection / reconciliation for the CITY
- Data collection of system key performance indicators for on-going analysis by CITY.

2.7 Future Service Implementation:

The CITY intends to deploy all or most of the services identified in the Sedona Area Transit Implementation Plan (Appendix B&C) , which fully implemented would be comprised of five fixed route bus routes, Microtransit, and up to seven trail head shuttles.

CITY staff will work with the selected firm to scale its products and services to support these additional transit services as the CITY develops the capital infrastructure and other Federal and State funding sources required to implement these future system expansions.

2.8 Cooperative Service Agreements:

As of late, a handful of municipalities of Northern Arizona have experienced an interest in transit services such as the Northern Arizona Intergovernmental Public Transit Authority (NAIPTA) seeking Microtransit Software, the Town of Prescott Valley kickstarting a brand new on-demand service, and the CITY's new service start up with its specific requirements contained herein. As this interest grows throughout the region, this agreement may be the commencement of municipal cooperative efforts, as they relate to public transit, to expand service contract requirements and extend municipal budgets.

Therefore, the CITY has included within this solicitation the standard and widely accepted provision allowing cooperative service agreements with other municipalities and government agencies within the state. Any such cooperative agreement shall be subject to the terms and conditions of the contract resulting from this RFP. Entering into any such contract allowable by this provision with any other municipality or government agency is at the sole discretion of the successful proposer to this RFP. Specific information on this provision can be found in Section 6 *Special Provisions for Services/Work*, item [6.15](#) of this RFP.

SECTION 3: RESOURCES:

3.1 TRANSIT VEHICLES:

3.1.1 The CITY shall procure up to five 2022 model year StarCraft Allstar 25' eighteen / two passenger medium duty coaches for the operation of the trail head shuttle service.

3.1.2 The CITY shall also procure up to five 2022 model year Lonestar Promaster low floor 22' ten passenger light duty coaches for the operation of the Microtransit service.

3.2 OPERATIONS FACILITY:

3.2.1 The CITY shall provide a facility sufficient to support, communications, reservation, and dispatch activities. The CITY is currently considering two properties that shall be used for this purpose and shall make a final determination prior to service implementation.

3.3 PRE-PLANNING ACTIVITIES:

3.3.1 The CITY has completed a series of Microtransit simulations in advance of publishing this RFP. From that effort, the CITY has identified the Microtransit service area, hours /days of operation, and the number of vehicles that will be initially deployed for the service. Detailed information of the Microtransit service criteria can be found in Appendix A.

3.4 PUBLIC FACING MATERIALS & CONTRACT ADMINISTRATION:

3.4.1 CITY shall provide support for public facing materials associated with the promotion of the Microtransit / Fixed route bus App, and digital pass sales to include, website, social media, printed information, and other related materials. CITY shall require the successful bidder to provide marketing materials to support this effort. Additional information on this requirement can be found in Section 4 of this RFP.

3.4.2 The CITY's Transit Administrator shall provide comprehensive oversight of the contract for all products and services described within this RFP.

SECTION 4: SCOPE OF PRODUCTS & SERVICES:

While this RFP provides criteria for a fully integrated Microtransit, Fixed Route Bus software, VoIP communications, and Digital Pass solution, responding firms should design their submissions to offer the best opportunity to collaborate on this pursuit to meet the potential future needs of the CITY.

At a minimum, the following shall be required of the CONTRACTOR:

4.1 MICROTRANSIT SOFTWARE SOLUTION:

The selected vendor shall provide and maintain a MicroTransit software solution based on the following criteria:

4.1.1 Global Features:

- Real-time, dynamic service with automated dispatching.
- Reporting capabilities with backend dashboard reporting of key performance indicators.
- Define program rules within a predefined geofenced zone and pick-up and drop-off locations.
- Provide an option for passengers to purchase a digital pass through the smart phone APP.
- Flexible booking methods such as a web option, mobile App, and call-in option.
- Provide bilingual text in multiple languages via the Mobile App and the passenger website.
- Ability to scale service based on demand.
- Ability for software to comingle trips with Microtransit passengers and ADA Paratransit passengers.
- Ability for software to trip broker to taxis and Transportation Network Companies (TNCs).
- Preference is a cloud-based software solution.

4.1.2 Administrative Interface:

- Display screen with live map designed so that rides are monitored in real-time:
- Add/cancel rides in the system.
- Vehicle play-back: View archived historical vehicle location and speed data in map-based format.
- Increase, decrease, add, or remove additional service zones and/or predesignated pick-up and drop-off locations that are outside of the central service zone.

- Modify service, service days, and service times.
- Access and export reports for the analysis of key performance data by CITY staff. Data elements shall include all required data for National Transit Database reporting by CITY staff.

4.1.3 Passenger Website Interface:

- Allow a passenger profile to be created that identifies special requirements of the passenger in terms of fare payment, accessibility needs, Etc.
- Allow passengers to schedule and cancel trips.
- Provide passenger with estimated arrival/drop off times before and after booking.
- Allow passengers to specify number of mobility aids (e.g., wheelchairs) that will be riding during the booking process.
- Ability to view the service zone in the website interface.
- Ability to provide multiple languages for passenger needs.
- Website must be WCAG 2.0 compliant.
- Website should be branded using CITY's brand for its transit service.

4.1.4 Passenger Mobile APP interface:

- Operates on iOS and Android devices.
- Fully integrates with the Passenger mobile App for fixed route services (See section 4.2).
- Allow a passenger profile to be created that identifies special requirements of the passenger in terms of fare payment, accessibility needs, Etc.
- APP must be WCAG 2.0 compliant
- Allow passengers to book and schedule trips.
- Provide passenger with estimated arrival/drop off times before and after booking.
- Allow passengers to track in real time the assigned program vehicle and send SMS alerts to the waiting passenger when the vehicle is on approach to the passenger's pick-up location.
- Ability to accept debit/credit cards (to include Apple Pay™, Goggle Pay™) for the purchase of a digital pass and does not require users to store a payment method, however, this feature can be activated by the passenger should they choose to.
- Allow passengers to specify number of mobility aids (e.g., wheelchairs) that will be riding during the booking process.
- Ability to view the service zone in the mobile App.
- Ability to provide multiple languages for passenger needs.
- App should be branded using CITY's brand for its transit service.

4.1.5 Driver Interface:

- Provide the driver with a digital manifest listing upcoming trip requests.

- Provide audible turn by turn navigation to the pickup location. *This feature should be activated as needed by the driver.*
- Read and accept valid digital pass(s) from a passenger's smart phone.
- Allow driver to manually tally passenger boardings and alightings by service stop.
- Allow driver to manually classify passenger fares for cash & coin transactions for non-digital fare media.
- Display Coordinated Universal Time (UTC) in large font on the driver's mobile data terminal.

4.2 FIXED ROUTE BUS SOFTWARE SOLUTION:

4.2.1 Global Features:

- Manage dispatch-driver communication and coordination.
- Real time monitoring of on-time performance and schedule adherence
- Alerts dispatch office to late pull-out incidents.
- Reporting capabilities with backend dashboard containing key performance indicators.
- Provide passengers with published schedule Information through a mobile App.
- Provide passengers with real-time schedule and bus arrival Information through a mobile App.
- Provide an option for passengers to purchase a digital pass through the mobile App.
- Provide bilingual text in multiple languages via the Mobile App and the passenger website.
- Preference is a cloud-based software solution.

4.2.3 Administrative Interface:

- View real-time mapped based vehicle tracking, arrival predictions, announcements, on-time/late/early departures, late pull outs, route, and Driver on-time performance.
- Access and export reports of on-time/late/early departures, route, and driver on time performance. Data elements shall include all required data for National Transit Database reporting by CITY staff.
- Allow Dispatchers to create and schedule announcements for passengers regarding route changes, service disruptions, or other emergencies that may affect service delivery.
- Vehicle play-back: View archived historical vehicle location and speed data in map-based format.
- Access and export the method and frequency with which the passengers are accessing CITY's real-time information.

4.2.4 Passenger Website Interface:

- View real-time mapped based vehicle tracking, bus arrival predictions
- Provide trip planning tools.
- Display service schedules, major terminals, transfer points, and routing.
- Display fare information.
- Website must be WCAG 2.0 compliant
- Display service alerts for service suspensions, routing detours, and other events that may affect service delivery.
- Ability to provide multiple languages for passenger needs.
- Website should be branded using CITY's brand for its transit service.

4.2.5 Passenger Mobile App interface:

- Operates on iOS and Android devices.
- View real-time mapped based vehicle tracking and bus arrival predictions.
- Provide trip planning tools.
- Display service schedules, major terminals, transfer points, and routing.
- Display service alerts for service suspensions, routing detours, and major service delays.
- Ability to provide multiple languages for passenger needs.
- APP must be WCAG 2.0 compliant.
- Fully integrates with the Passenger mobile App for the Microtransit service.
- App should be branded using CITY's brand for its transit service.

4.2.6 Driver Interface:

- Display schedule adherence.
- Display scheduled time points
- Display Coordinated Universal Time (UTC) in large font on the driver's mobile data terminal.
- Read and accept valid digital pass(s) from a passenger's smart phone.
- Allow driver to manually tally passenger boardings and alightings by service stop.
- Allow driver to manually classify passenger fares for cash & coin transactions and non-digital fare media.

4.3 VOICE OVER INTERNET PROTOCOL (VoIP) COMMUNICATION SOLUTION:

4.3.1 The CITY is interested in an IP-based unified cellular mobile communication system that is capable of operating on any broadband cellular network. The preferred system should emulate a traditional over the air two-way radio system and include the following capabilities:

- Dispatch to revenue vehicle verbal communication.
- Supervisor to revenue vehicle private call capability, without dispatch intervention.

- Talk groups
- Private calls
- Over the air unit level kill function for lost/stolen units
- Emergency alarm and covert monitoring •
- Individual and group SMS messaging
- Capable of operating on an iOS or Android device, a tablet, or vehicle mounted PC.

4.3.2 The proposed VoIP communications solution shall include a cellular signal booster system for the Trailhead shuttle vehicles allowing access to cell towers in remote areas.

4.3.3 The CITY's intention is to use the system as the primary communications platform for all CITY transit services to include, microtransit, trailhead shuttles, and future fixed route bus services.

4.4 DIGITAL PASS SYSTEM REQUIREMENTS:

4.4.1 The CITY is interested in a digital pass software solution allowing passengers a contactless option to pay the fare with their smart phone device. The preferred system should be cloud based, interface with the Driver tablet (or other digital pass reading device), and include the following capabilities:

- Operates with iOS and Android App allowing passengers to pay the fare using their smartphone.
- Ability for passengers to purchase passes for all CITY transit services through the mobile App to include:
 - Single ride fare
 - One day pass
 - Seven-day pass
 - Thirty-one-day pass.
- Ability to send digital passes to recipients via SMS or email.
- Ability to purchase group purchases for family and friends traveling together using one smartphone.
- Ability to manage discount tickets and passes
- Ability to manage upcharges for fares to specific destinations.
- Ability to process automatic financial reconciliation and fare revenue reimbursement to CITY.
- Ability to generate user based customizable ridership reports
- App should be branded using CITY's brand for its transit service.
- App must be WCAG 2.0 compliant.
- Ability to provide multiple languages for passenger needs.

4.5 PLANNING & MARKETING REQUIREMENTS:

4.5.1 The majority of the planning work has been completed prior to the release of this RFP. However, the CITY would expect the selected vendor to bring their expertise to review the proposed Microtransit zone and refine the zone as needed to maximize efficiency and productivity of the service.

4.5.2 Under contract with the CITY, the Sedona Chamber of Commerce and Tourism Bureau will spearhead the marketing of the Microtransit service, however, the CITY would like to consult the vendor on marketing efforts and materials based on other MicroTransit programs and industry best practices.

4.6 PROJECT MANAGEMENT AND IMPLEMENTATION:

4.6.1 The selected vendor shall designate a Project Implementation Manager and shall provide a schedule that includes implementation timelines and milestones as follows:

- Kick-off and startup activities
- Vendor/CITY meeting schedule
- Training (CITY / Contractor Staff, Other stakeholders)
- Troubleshooting
- Final installation
- Implementation

4.6.2 The selected vendor shall provide support services to CITY Operations, Planning, and Customer Services teams throughout the implementation phase of this project.

4.6.3 The selected vendor shall work with the CITY to develop a “Data Plan” to compile and monitor key MicroTransit data to detect warning indicators and use this information to identify steps to improve the service.

4.7 SOFTWARE COMPLIANCE & DATA OWNERSHIP:

4.7.1 Software systems proposed for MicroTransit must be open API and meet the requirements of Transactional Data Specification (TDS), as described in TCRP report 210.

4.7.2 All Intelligent Transportation Systems (ITS) products proposed by bidders shall conform to the National ITS Architecture and standards (23 CFR Part 655 and 940). Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that region’s ITS architecture.

4.7.3 The State of Arizona has adopted and published its Regional ITS Architecture plan, which can be found at:

<https://azdot.gov/planning/transportation-studies/completed-transportation-studies/arizona-statewide-its-architecture>

4.7.4 CONTRACTOR provided ITS software, technology, and equipment must be supported by a written assessment (Systems Engineering Analysis) and documented within the State of Arizona's Regional ITS Architecture as per FTA Guidance. The U.S. DOT / FTA National ITS Architecture Consistency Policy for Transit Projects can be found at:

https://www.transit.dot.gov/sites/fta.dot.gov/files/ITS_Consistency_Policy.pdf

4.7.5 CITY requires full access to, and ultimate ownership of all data associated with the software solutions described herein. The following data must be provided by the vendor to CITY in an easy to access format:

- Percentage of shared rides
- Vehicle trips per hour
- Passengers per hour
- Revenue miles and hours
- Ridership
- Pick-up and drop-off by location
- Passenger wait time
- Travel time and miles per passenger trip
- Wheelchair lift cycles (by location to include time and date)
- Reservation calls compared to App usage
- Average passenger load by mode (Microtransit, Fixed Route bus, etc.)
- Passenger miles by route, system wide, and by mode (Microtransit, fixed route etc.)
- Vehicle down time (where and for how long)

4.7.6 Data gathered by the CONTRACTOR shall not be used for any promotional, marketing, or other use unless approved in advance by the CITY.

4.8 HARDWARE REQUIREMENTS:

4.8.1 CONTRACTOR shall include a listing of all hardware required to satisfy the scope of products and services herein to include, but not limited to:

- Driver Tablets
- Wi-Fi Router for GPS tracking
- Cellular signal boosters for connection to cell towers in remote areas.
- Digital Pass Readers
- Other

4.8.2 Proposers shall include costs for the purchase and installation of all required hardware in their price proposal.

SECTION 5: SUBMISSION REQUIREMENTS:

The information provided in Proposer's submittal will be used for Proposal evaluation and award. Proposers shall submit the following information:

5.1 PROPOSER'S BACKGROUND, QUALIFICATIONS, & GENERAL INFORMATION:

5.1.1 Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the proposal. It is the intention of CITY to award a CONTRACT to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and infrastructure to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the proposal. To determine the degree of responsibility to be credited to the Proposer, CITY will weigh any evidence that the Proposer has performed satisfactorily other CONTRACTs of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered and/or specified in the proposal documents.

5.1.2 Proposer shall include information on their company's mission, strategic vision, history, executive leadership team, and organizational chart. Information shall include:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any Arizona account(s).
4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Proposer's point of contact for a CONTRACT resulting from this RFP.
7. A narrative describing why the Proposer is qualified to provide the services required within this RFP.
8. Length of time Proposer has been providing products and services described in this RFP. Please provide a brief description.
9. Proposer's Dun and Bradstreet number.
10. Resumes for key staff to be responsible for performance of any CONTRACT resulting from this RFP.

5.1.3 Proposer shall describe their experience in managing similar projects for any Government agencies and must provide names, phone numbers, etc. for a minimum of three references for whom proposer provided substantially the same amount and type of work and/or services as specified herein within the past three years.

5.1.4 Proposer must include in his proposal a complete disclosure for the past three (3) years of any alleged significant prior or ongoing CONTRACT failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. CITY reserves the right to reject any proposal based upon the Proposer's prior history with CITY or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet CONTRACT milestones or other contractual failures.

5.1.5 For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from clients who used the subcontractor's service for similar projects within the last three years. Attach the information as "5.1.5, *Subcontractor Reference Information*" and include the following:

1. Client name;
2. Project description;
3. Project dates (starting and ending);
4. Technical environment;
5. Client project manager's name and telephone number.

5.1.6 Proposer shall provide the location and mailing address of the central office, if any, to administer and manage this CONTRACT. Proposer shall include the name, title, phone number, email address and resume of the individual(s) who will provide administrative oversight for this CONTRACT.

5.1.7 Proposer shall provide current documentation from the Arizona Corporation Commission that they are authorized to conduct business within the State of Arizona and are in good standing with the Commission.

5.2 PROPOSER'S PROJECT IMPLEMENTATION PLAN:

5.2.1 Proposers shall identify their project Implementation Manager. Information in this section should include the following:

- A. Experience with similar projects
- B. Licenses & Qualifications
- C. Business resume

5.2.2 Proposers shall provide a summary of their overall strategy for providing all deliverables required within the scope of services and include a detailed implementation timeline for the project.

5.2.3 Proposers are encouraged to offer other technical or tactical solutions for consideration.

5.3 PROPOSER'S STATEMENT OF FINANCIAL QAULIFICATIONS:

5.3.1 Proposers shall provide the following information to attest to their financial qualifications:

1. Name of Organization, Business Address, Telephone Number:
2. Legal Status of Organization e.g.:

_____ For-profit corporation or joint venture corporation
_____ For-profit partnership or sole proprietorship
_____ Non-profit corporation
_____ Public Agency
_____ Other (identify)

3. Credit References: Attach names, addresses, phone numbers and relation to offeror of at least three credit references including organization's bank of record. Label the attachment "*SECTION 5, Item # 5.3.1 Credit References.*"

5.4 PRICE PROPOSAL:

5.4.1 A FIXED FEE shall remain firm for the term of any CONTRACT entered into from this RFP.

5.4.2 Proposer shall submit its price proposal for the term of the CONTRACT and prices must include all cost and fees for work, products, services, licenses and service agreements required to satisfy the scope of products and services.

5.4.2.1 CONTRACTOR shall provide the specific term(s) of any license and service agreement. CITY shall not accept automatic term renewals.

5.4.3 Proposal shall submit a price proposal that includes a summary of costs to include.

5.4.3.1 Proposer's price proposal shall include pricing for everything necessary for the completion of work, services and fulfillment of the CONTRACT including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses, service agreements and permits required to complete the work in accordance with the CONTRACT documents, except as may be provided otherwise in the RFP documents.

5.4.3.2 PRICE DISCREPANCIES. In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the amount will be corrected accordingly. If there is more than one item in a

proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

5.5 GENERAL SUBMITTAL SPECIFICATIONS:

5.5.1 NOMENCLATURES. The terms Successful Proposer, Successful CONTRACTOR, and CONTRACTOR may be used interchangeably in these specifications and shall refer exclusively to the firm with whom CITY enters into a CONTRACT because of this solicitation.

5.5.2 AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a CONTRACT for the execution of the work. Upon request of CITY, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of CITY, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute CONTRACTs on behalf of the corporation.

5.5.3 ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety- (90) days.

5.5.4 ADDENDA ACKNOWLEDGMENT. Each proposal shall include specific acknowledgment of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

5.5.5 DISADVANTAGED BUSINESS ENTERPRISES. CITY hereby notifies all Proposers that it will affirmatively ensure that Disadvantaged Business Enterprises (DBE) shall be afforded full opportunity and consideration when submitting proposals in response to this invitation and will not be discriminated against on the grounds of race, color, gender, creed, or national origin when reviewing the proposals for award of CONTRACT.

5.5.6 CANCELLATION OF SOLICITATION. CITY may cancel this solicitation at any time.

5.5.7 COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, county, and CITY laws relative thereto.

5.5.8 CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as CONTRACT Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment, and appurtenances necessary to perform the work as specified by the CONTRACT Documents. The failure or neglect of the Proposer to examine the CONTRACT Documents shall in no way relieve him from any obligations with respect to the solicitation or CONTRACT. The submission of a proposal shall constitute an acknowledgment upon which CITY may rely that the Proposer has thoroughly examined and is familiar with the CONTRACT documents. The failure or neglect of a Proposer to receive or examine any of the CONTRACT documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

5.5.9 DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers CITY may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers.

5.5.9.1 Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, CITY may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

5.5.10 DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents to Be Returned" and attached hereto.

5.5.11 FIRM PRICE PERIOD. Proposers' offer shall remain open and firm for a period of not less than ninety- (90) calendar days from the submittal deadline.

5.5.12 FORMATION OF CONTRACT. Proposer's signed proposal and CITY's written acceptance shall constitute a binding CONTRACT.

5.5.13 FUNDING: Over the life of the CONTRACT, this project may be funded, in part with financial assistance from the Federal Government, the State of Arizona and the CITY. The successful proposer will be required to comply with all terms and conditions prescribed for third party contracts between the United States of America, The Federal Transit Administration (FTA), the State of Arizona, and the CITY. The total Project budget will be determined by the final negotiated price between CITY and the successful proposer.

5.5.13.1 SECTION 5311 STATUTORY AUTHORITY: Over the life of the CONTRACT, this project may be funded, in part with financial assistance from the 5311 Formula Grants program for Rural Areas Program, codified at 49 U.S.C. 5311 (Section 5311), is authorized under the provisions set forth in the Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112- 141. Under this program, the secretary may make grants to assist states and local governmental authorities in financing capital, operating, planning, and job access and reverse commute projects, associated with providing public transportation in rural areas. The Assistance Listing number for the Formula Grants for Rural Areas Program is **20.509**. Federal Agency: Federal Transit Administration Pass Through Entity: Arizona Department of Transportation (ADOT)

5.5.14 INDEPENDENT CONTRACTOR. Proposer must attest that they presently have no interest, and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

5.5.14.1 Proposer shall further attest that, in the performance of this CONTRACT, that no subcontractor or person having such an interest shall be employed by the CITY. Proposer certifies that to the best of his knowledge, no one has or will have any financial interest under this CONTRACT is an officer or employee of the CITY. It is expressly agreed by proposer that in the performance of the services required under this CONTRACT, proposer, and any of its subcontractors or employees, shall be considered independent contractors and not agents of the CITY.

5.5.15 INFORMED PROPOSER. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

5.5.15 INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other CONTRACT documents, or finds discrepancies or omissions in the specifications, he may submit to CITY a written request for an interpretation or correction. Requests for interpretations shall be made in writing attention Transit Administrator and delivered to CITY by mail at 102 Roadrunner Drive Sedona, AZ 86336-3710 or by e-mail to

rweber@sedonaaz.gov no later than written requests for clarifications due date deadline. The requesting party is responsible for prompt delivery of any requests.

5.5.15.1 When CITY considers interpretations necessary, interpretations shall be in the form of an addendum to the CONTRACT documents, and when issued, will be sent as promptly as is practical to all parties recorded by CITY as having received proposal documents. All such addenda shall become a part of the proposal. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer to ensure CITY has their correct business name and address on file. Any prospective Proposer who obtained a set of CONTRACT documents from anyone other than CITY is responsible for advising CITY that they have a set of CONTRACT documents and wish to receive subsequent Addenda.

5.5.16 NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals found in SECTION 10 - FORMS AND CERTIFICATIONS.

5.5.17 COSTS INCURRED. CITY is not liable for any costs incurred by Proposers before entering into a formal CONTRACT. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by CITY.

5.5.18 PROPOSAL, REJECTION OF. The CITY reserves the right to reject any or all proposals or any part thereof; to re-issue the RFP; to reject non-responsive or non-responsible proposal; to reject unbalanced responses; to reject responses where the terms, prices, or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Proposers be awarded a contract; and to reject proposals that are outside the City's budgeted amount for the materials or services that are the subject of the RFP. The City may seek clarification of the response from Proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers no right to an award or to a subsequent contract. The City will make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Proposer and the City until the City executes a written contract or purchase order. Final contract terms must be approved or signed by the appropriately authorized City official(s).

5.5.19 PROPOSER IS SOLE POINT OF CONTACT. The Successful Proposer will be the sole point of contact. CITY will look solely to the Successful Proposer for the performance of all contractual obligations that may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.

5.5.20 QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, either be submitted by mail to the Transit Administrator, CITY of Sedona, 102 Roadrunner Drive Sedona, AZ 86336-3710, or by email to rweber@sedonaaz.gov no later than the submittal deadline for submission for written questions and clarifications. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by CITY will be sent in writing to all known proposal holders.

5.5.21 SUBCONTRACTOR COMPETENCY. The Successful Proposer will be required to establish to the satisfaction of CITY the competency, reliability and responsibility of the subcontractors proposed to furnish or perform the work described in the proposal documents. Before the award of the CONTRACT, CITY will notify the Proposer in writing if, after due investigation, if CITY has reasonable objection to any proposed subcontractor. If CITY has reasonable objection to any subcontractor the Proposer shall submit an acceptable substitute to CITY.

5.5.21.1 Persons and entities proposed by the Proposer to be used as subcontractors, and to whom CITY has made no reasonable objection, must be used on the work and/or services for which they were proposed and shall not be changed except with the written consent of CITY.

5.5.21.2 SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. Place this information on the "Subcontractors List" Form found in SECTION10 FORMS AND CERTIFICATIONS.

5.5.22 TAXES. The successful Proposer shall pay all federal, state and taxes, levies, duties and assessments of every nature due in connection with any work and /or services under the proposal and shall indemnify and hold harmless CITY from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for all applicable taxes, if any.

5.5.23 TERMS OF THE OFFER. CITY reserves the right to negotiate final CONTRACT terms with any Proposer selected. The CONTRACT between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of CITY during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall

control in the following order of precedence: the final executed CONTRACT, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed CONTRACT. Proposer understands and acknowledges that the representations above are material and important and will be relied on by CITY in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from CITY of the facts relating to the proposal. Proposer must complete and submit the form COMPLIANCE OR EXCEPTION TO THE TERMS AND CONDITIONS OF THIS RFP which is found in SECTION 10 FORMS AND CERTIFICATIONS.

5.6 SUBMITTAL INSTRUCTIONS:

5.6.1 PROPOSAL SUBMITTAL: Proposals should be clearly labeled and submitted bearing the name of the Proposer, CITY RFP number, and Submittal Deadline.

5.6.2 SUBMITTAL DEADLINE: The Submittal Deadline **Thursday December 2, 2021, at 12:00 PM (UTC-07:00) Arizona**. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the submittal deadline will not be accepted and will be returned to the Proposer unopened.

5.6.3 EXTENSION OF SUBMITTAL DEADLINE: CITY reserves the right to extend the Submittal Deadline when it is in the best interest of CITY.

5.6.4 SUBMITTAL METHOD. Proposals shall be submitted by the following method:

5.6.4.1 Proposals may be mailed to the CITY, attention **Transit Administrator, Sedona City Hall 102 Roadrunner Drive Sedona, AZ 86336-3710**. Proposals may be submitted by hand, by courier, or mailed in sealed envelopes or boxes and should be properly identified with the CITY RFP number and the Submittal Deadline. Proposals shall be submitted in the following format(s):

- One (1) Copy of the printed / bound proposals shall be required
- One (1) Electronic Copy stored on a USB "thumb" drive shall be required.

5.6.4.2 Proposals submitted via facsimile or electronically shall not be accepted nor considered. It is the responsibility of Proposers to see that their Proposals have sufficient time to be received by the CITY before the Submittal Deadline. CITY will not be held responsible for submittals being mishandled as a result of the envelope / box not being properly prepared.

5.6.4.4 Proposers are solely responsible for ensuring their proposal is received by the CITY in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. The CITY shall not be responsible for any delays in mail or by common carriers, other errors or delays or mistaken delivery.

5.6.5 PROPOSAL COVER LETTER. The proposal must include a cover letter that identifies the proposing firm/organization, mailing address, contact person, and telephone number. The cover letter must acknowledge the receipt of all addenda issued to the Request For Proposal (RFP), and be signed by the individual who is authorized to negotiate and execute a CONTRACT on behalf of the proposing firm/organization.

5.6.6 PROPOSAL CONTENT. Proposer must describe in detail how they will meet the requirements of this RFP and may provide additional related information within the proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Services, Specifications, or Scope of Work and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found. Proposals must include all proposed terms and conditions. If applicable to the scope of products and services, proposers should include written warranties, maintenance/service agreements, license agreements, and lease purchase agreements. The omission of all required information and relevant support documents may render a proposal non-responsive. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this CONTRACT, may be rejected.

5.1.6.1 Proposers are encouraged, however, not required to submit a previously recorded video product demonstration of their proposed products and services. Videos may be submitted either on a thumb drive or via a URL link to a cloud based recorded presentation.

5.1.6.2 Proposer shall describe how often they update their software platform(s) with security updates.

5.1.6.3 Proposers shall describe their software development roadmap for the next 12 months and disclose if and how they would charge the CITY for any future upgrades.

5.6.7 PROPOSAL FORMS. Proposal forms can be found in SECTION 10 of this RFP. Proposals must be completed and submitted. Proposer may make additional copies of each as required.

5.6.8 WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by CITY's Transit Administrator before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of thirty- (30) days from the date of opening.

5.6.9 PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by CITY must withdraw their proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

5.6.10 SIGNATURE. To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.

5.7 PROPOSAL EVALUATION & AWARD:

5.7.1 AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by CITY. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. CITY reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released unless requested in writing by an offeror. CITY shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of CITY offering the best value after all factors have been evaluated

5.7.2 AWARD EVALUATION CRITERIA. Evaluation Criteria and the weighted scoring that will be used to evaluate all proposals are listed below:

EVALUATION CRITERIA	WEIGHT	SCORE	COMMENTS/REASONS
Qualification & Experience of Project Manager	20		
Product features & integration	30		
Support	10		
Price	20		

Ability of products to be scaled to meet CITY's future needs	20		
Total Evaluation Ranking Score:	100		

5.7.2.1 The evaluation committee reserves the right to contact and evaluate the Proposer's and subcontractor's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced quote but shall make an award in the best interests of CITY.

5.7.3 Each of the above criteria will be given a point value based on information provided in the proposal, and CITY's satisfaction with Proposer's submittals and references. Award will be made to the Proposer obtaining the highest score.

5.7.4 AWARD SELECTION PROCESS. Selection of qualified Proposers will be based on the following:

5.7.4.1 Costs, quality, and completeness of submitted quote, understanding of project objectives; project approach; experience and expertise with public transit agencies and similar types of efforts; and financial and business references.

5.7.4.2 Proposer's ability to fulfill this CONTRACT as evidenced by, but not limited to, past experience with similar work, qualifications of personnel, financial capacity, and any other criteria deemed relevant by the CITY.

5.7.4.3 Proposer's ability and past experience in complying with all local State and Federal laws and regulations.

5.7.5 Discussions may, at CITY 's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, CITY will not disclose information derived from proposals submitted by competing Proposers.

5.7.6 A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully,

CITY may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

5.7.7 Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated. Interviews will be held with the most qualified respondents. The recommended proposals will be submitted to CITY Counsel for contract approval. The Proposer selected will enter into a contract with CITY.

5.7.8 OPENING OF PROPOSALS: No Public Opening. Proposals shall remain sealed until the submittal deadline has passed and shall not be opened publicly, however, a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposal's information will be made public and may be inspected at the time of award.

5.7.8.1 Postponement of Opening. CITY reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the RFP or subsequent addenda.

SECTION 6: SPECIAL PROVISIONS FOR SERVICES/WORK:

6.1 ACCESSIBILITY. The CONTRACTOR shall be fully informed regarding any peculiarities and limitations of the driving areas and conditions of services/work under this CONTRACT

6.2 COOPERATION BETWEEN CONTRACTORS. CITY reserves the right to contract for and perform other or additional work and/or services on or near the work and/or near the services covered by these specifications. When separate CONTRACTs are let within the limits of any one project, each CONTRACTOR shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other CONTRACTORS. CONTRACTORS working on the same project shall cooperate with each other as directed. Each CONTRACTOR involved shall assume all liability, financial or otherwise, in connection with this CONTRACT and shall protect and save harmless CITY from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by CONTRACTOR because of the presence and operations of other CONTRACTORS working within the limits of the same project.

6.3 COORDINATION WITH AGENCIES. The CONTRACTOR shall coordinate their activities with the proper regulatory agencies and have their representative on site as required.

6.4 COORDINATION OF TERMS AND CONDITIONS: All documents within the RFP are intended to be complementary and to describe and provide a complete service/work project description. In the event there are inconsistencies or discrepancies between the provisions contained within, please contact the following individual for clarification:

Transit Administrator
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336-3701
Desk: (928) 203-5086
Fax: (928) 204-7124

6.5 CORRESPONDENCE: All correspondence related to the proposal, or the CONTRACT must show:

**CITY OF SEDONA
REQUEST FOR PROPOSAL FOR MICROTRANSIT, FIXED BUS ROUTE, DIGITAL
PASS SOFTWARE SOLUTIONS, AND CELLULAR BASED VOICE OVER INTERNET
PROTOCOL (VOIP)
RFP # PT-21-2**

6.6 DAMAGE: The CONTRACTOR shall be held responsible for any breakage, loss of CITY equipment, or supplies through negligence of the CONTRACTOR or his employee while working under this CONTRACT. The CONTRACTOR shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to CITY any damages to the premises or equipment resulting from services performed under this CONTRACT. Failure or refusal to restore or replace such damaged property will be a breach of this CONTRACT.

6.6.1 PROTECTION OF CITY PROPERTY. The CONTRACTOR shall be responsible for the protection of all existing CITY equipment, facilities, vehicles, computers, and furniture, within the proposed work/service operation area.

6.7 PROMPT PAYMENT TO SUBCONTRACTORS: The CONTRACTOR agrees to pay each SUBCONTRACTOR under this prime CONTRACT for satisfactory performance of its CONTRACT no later than thirty (30) days from receipt of each payment made by CITY to the CONTRACTOR. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause and with prior written approval from CITY.

6.8 INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar **days** of award of CONTRACT, Successful CONTRACTOR shall furnish CITY with the Certificates of Insurance proving coverage as specified in SECTION 9 and naming CITY, its officers, agents, and ADOT. Additional Insured by endorsement.

6.9 LAWS: ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The CONTRACTOR shall adhere to all applicable federal, state, county, and CITY laws, codes, and ordinances, including, but not limited to, those promulgated by ADOSH, FED-OSHA, EPA, the Arizona State Department of Health Services, and Arizona Department of Environmental Quality.

6.10 TERM OF CONTRACT: (**Initial Term**) Six (6) months from the effective date of the CONTRACT. The CONTRACT may be renewed for successive one (1) year periods (each, a **renewal**), upon written agreement at least thirty (30) days before the end of TERM.

6.11 RIGHTS RESERVED. (a) Rejection of Services. CONTRACTOR agrees that CITY has the right to make all final determinations as to whether the services has been satisfactorily completed. (b) Completion of Service. If CONTRACTOR fails to comply with the conditions of the CONTRACT or fails to complete or furnish the required services within the time stipulated, CITY reserves the right to complete the required services, at the expense of the CONTRACTOR.

6.12 WORKPLACE SAFETY, REQUIREMENTS. The successful CONTRACTOR shall comply with all general industry standards as required by the Arizona Division of Occupational Safety and Health (ADOSH).

6.13 WORK/SERVICE AREAS, INSPECTION OF. It is the responsibility of the CONTRACTOR to carefully and personally examine the various sites of the proposed work/service operation areas. CONTRACTORS are required to inspect site of work/service areas in order to judge for themselves, by personal examination or by such other means, as they may prefer, of the location of the driving environment and as to the actual conditions of and at the various sites of work/service areas. The submission of a proposal by a CONTRACTOR shall constitute the acknowledgment that it is relying on its own examination of the various sites of the proposed work/service operation areas and believes the scope(s) of services can be accomplished for the cost/price submitted in its proposal.

6.14 UNFORESEEN OBSTRUCTIONS. Should any unforeseen obstruction or impediment be encountered during the course of this CONTRACT the CONTRACTOR shall immediately bring it to the attention of CITY.

6.15 COOPERATIVE SERVICE AGREEMENTS: An award of contract resulting from this RFP may be extended for use to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Proposer. Cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. § 11-952 and § 41-2632. The IGAs permit purchases of material, equipment, and services from proposers at the prices, terms and conditions contained in contracts originated between any and all of these agencies and a successful Respondent.

6.15.1 The city of Sedona is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools, cities, and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. § 11-952 and § 41-2632. The IGAs permit purchases of material, equipment, and services from proposers at the prices, terms and conditions contained in contracts originated between any and all of these agencies and a successful bidder.

SECTION 7: FEDERAL REGULATIONS, CLAUSES, & REQUIREMENTS

7.1 While the CONTRACT is in force, CONTRACTOR shall agree to adhere to the following Federal regulations, clauses, and requirements as they apply to the provision of services specified within the CONTRACT. The CONTRACTOR shall be required to complete and sign the compliance matrix entitled “FEDERAL REGULATIONS, CLAUSES, & REQUIREMENTS” found in SECTION 10 “FORMS & CERTIFICATIONS” of this RFP.

7.1.1 ACCESS TO RECORDS & REPORTS:

- 1) Record Retention. The CONTRACTOR will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the CONTRACT, including, but not limited to, data, documents, reports, statistics, subcontracts, leases, written MOU(s), arrangements, other third-party CONTRACTs of any type, and supporting materials related to those records.
- 2) Retention Period. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The CONTRACTOR shall maintain all books, records, accounts and reports required under this CONTRACT for a period of at not less than three (3) years after the date of termination or expiration of this CONTRACT, except in the event of litigation or settlement of claims arising from the performance of this CONTRACT, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- 3) Access to Records. The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this CONTRACT as reasonably may be required.
- 4) d. Access to the Sites of Performance. The CONTRACTOR agrees to permit FTA and its contractors’ access to the sites of performance under this CONTRACT as reasonably may be required.

7.1.2 AMERICANS WITH DISABILITIES ACT (ADA):

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The CONTRACTOR also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made

available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the CONTRACTOR agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the project.

7.1.3 BUY AMERICA REQUIREMENTS:

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America Certificate will be rejected as nonresponsive.

7.1.4 BYRD ANTI-LOBBYING AMENDMENT:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

7.1.5 CARGO PREFERENCE REQUIREMENTS:

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of

loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

7.1.6 CIVIL RIGHTS LAWS AND REGULATIONS:

The CONTRACTOR shall agree to adhere to the following Federal Civil Rights laws and regulations, which shall apply to the CONTRACT:

1) **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2) **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3) **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part

1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4) **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

5) **Civil Rights and Equal Opportunity.** The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this CONTRACT, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a) **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b) **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

c) **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

d) **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

e) **Promoting Free Speech and Religious Liberty.** The CONTRACTOR shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

7.1.7 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE:

7.1.7.1 All Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards (23 CFR Part 655 and 940). Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional's ITS architecture.

7.1.7.2 The State of Arizona has adopted and published its Regional ITS Architecture plan, which can be found at:

<https://azdot.gov/planning/transportation-studies/completed-transportation-studies/arizona-statewide-its-architecture>

7.1.5.3 CONTRACTOR provided ITS software, technology, and equipment must be supported by a written assessment (Systems Engineering Analysis) and documented within the State of Arizona's Regional ITS Architecture as per FTA Guidance. The U.S.

DOT / FTA National ITS Architecture Consistency Policy for Transit Projects can be found at:

https://www.transit.dot.gov/sites/fta.dot.gov/files/ITS_Consistency_Policy.pdf

7.1.8 DEBARMENT AND SUSPENSION:

Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, 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 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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.

7.1.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE):

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or

- 4) Disqualifying the CONTRACTOR from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime CONTRACTORS are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime CONTRACTOR. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the CONTRACTOR shall utilize the specific DBEs listed unless the CONTRACTOR obtains the Agency's written consent; and that, unless the Agency's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

7.1.10 DHS SEAL, LOGO, AND FLAGS:

The CONTRACTOR shall not use Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

7.1.11 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.

7.1.12 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this CONTRACT, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

4) The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided

in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

7.1.13 FEDERAL CHANGES:

49 CFR Part 18 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.

7.1.14 FLY AMERICA:

a) Definitions. As used in this clause:

- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
- 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the CONTRACTOR, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the CONTRACTOR selects a carrier other than a U.S.-flag air carrier for international air transportation, the CONTRACTOR shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreignflag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) CONTRACTOR shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

7.1.15 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, 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 the current FTA Circular 4220 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 Contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

7.1.16 NO U.S. GOVERNMENT OBLIGATION TO THIRD PARTIES:

The Agency 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 Agency, CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying CONTRACT. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7.1.17 NOTIFICATION TO FTA:

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient

7.1.18 PROMPT PAYMENT:

The CONTRACTOR is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the CONTRACTOR’s receipt of payment for that work. In addition, the CONTRACTOR is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this CONTRACT is satisfactorily completed.

The CONTRACTOR must promptly notify the Agency, whenever a DBE subcontractor performing work related to this CONTRACT is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

7.1.19 PROCUREMENT OF RECOVERED MATERIALS:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

7.1.20 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

7.1.21 SPECIAL NOTIFICATION REQUIREMENTS FOR STATES:

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and,
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases, and ,
- (6) other publications.

7.1.22 SAFE OPERATION OF MOTOR VEHICLES:

Seat Belt Use: The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles.

The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the CONTRACTOR or Agency.

Distracted Driving: The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this CONTRACT.

7.1.23 TERMINATION:

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency’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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

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 Agency 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 be paid only 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 Agency 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 Agency, 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. Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days 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 Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 30 days after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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 Agency may terminate this contract for default. The

Agency 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 Agency.

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 Agency may terminate this contract for default. The Agency 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.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include; acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall:

(1) immediately discontinue all services affected (unless the notice directs otherwise), and

(2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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 Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

SECTION 8: TERMS AND CONDITIONS

8.1 ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful CONTRACTOR may not assign, transfer, or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of CITY which consent shall not be unreasonably withheld, conditioned, or delayed.

8.2 ATTORNEY FEES: In the event that suit is brought to enforce or interpret any part of this proposal or resulting CONTRACT, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, a reasonable attorney's fee, including expert witness fees, as may be fixed by the court.

8.2.1 Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this CONTRACT while matters in dispute are being resolved.

8.3 AUTHORITY OF CITY. Subject to the power and authority of CITY as provided by law in this CONTRACT, CITY shall in all cases determine the quantity, quality, and acceptability of the work, materials, and supplies for which payment is to be made under this CONTRACT. CITY shall decide the questions that may arise relative to the fulfillment of the CONTRACT or the obligations of the CONTRACTOR hereunder.

8.4 CANCELLATION OF THE CONTRACT. Without cause, CITY may cancel this CONTRACT at any time by written notice to the CONTRACTOR. With cause, CITY may cancel this CONTRACT at any time with thirty (30) days written notice to the CONTRACTOR. Cancellation for cause shall be at the discretion of CITY and shall be, but is not limited to, failure to supply the services, materials, or equipment specified within the time allowed or within the terms, conditions, or provisions of this CONTRACT. The CONTRACTOR shall not cancel this CONTRACT without giving one hundred eighty (180) days prior written notice to the City Manager.

8.5 DISPUTE RESOLUTION. Disputes arising in the performance of this CONTRACT which are not resolved by agreement of the parties shall be decided in writing by the CITY's City Manager. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the City Manager. 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 City Manager shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

8.5.1 Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this CONTRACT while matters in dispute are being resolved.

8.6 COMPLIANCE OR DEVIATION TO SPECIFICATIONS. CONTRACTOR hereby agrees that the materials, equipment, or work/services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the CONTRACTOR's response. CONTRACTOR may submit an attachment entitled "Exceptions to Specifications," which must be signed by CONTRACTOR's authorized representative. An explanation must be made for each item for which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Submittal of brochure(s) or other literature is encouraged but may not be a substitution for this requirement.

8.7 COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, state, local and other laws relative thereto.

8.8 RIGHT TO MODIFY PROPOSAL. CITY may extend the term of this Proposal, expand the scope of products and services, or otherwise amend the Proposal. Any such extension, expansion or amendment shall be effective only upon written agreement of the parties

8.9 CONTRACT INCORPORATION. This CONTRACT embodies the entire CONTRACT between CITY and the CONTRACTOR. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the CONTRACT shall be valid unless reduced to writing and signed by both parties. The complete CONTRACT shall include the entire contents of the RFP solicitation, all addenda, all of CONTRACTOR's successful submittal, supplemental agreements, change orders, applicable bond(s), and any and all written agreements which alter, amend, or extend the CONTRACT.

8.10 FORMATION OF CONTRACT. CONTRACTOR's signed Proposal and CITY's written acceptance shall constitute a binding CONTRACT.

8.11 LAWS GOVERNING CONTRACT. This Proposal and any resulting CONTRACT shall be governed and construed in accordance with the laws of the State of Arizona. The parties stipulate that this CONTRACT was entered into in the County of Yavapai, in the State of Arizona. The parties further stipulate that the County of Yavapai in the State of Arizona, is the only appropriate forum for any litigation resulting from a of breach hereof or any questions risen here from. All parties to this proposal and any resulting CONTRACT agree that the Venue shall be within the County of Yavapai, Arizona. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

8.12 PAYMENT PROCEDURES: All payments to CONTRACTOR for services rendered shall be paid in arrears, after the service has been provided. CONTRACTOR shall invoice CITY monthly for services rendered. CITY shall reimburse CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's invoice. The submission

of incomplete or inaccurate invoices by CONTRACTOR may delay payments to CONTRACTOR.

8.13 CONTRACT AWARD PROTEST PROCEDURES:

8.13.1 General Procedures

- a. Any CONTRACTOR or CONTRACTOR whose direct economic interest would be affected by the award of the CONTRACT or the failure to award the CONTRACT may file a protest, claim, or dispute with CITY pursuant to these protest procedures prior to filing any protest, claim, or dispute with the FTA.
- b. Protests, claims, or disputes, where applicable, shall be in writing and filed with CITY directed to the City Manager, 102 Roadrunner Drive Sedona, AZ 86336-3710. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS MAY RESULT IN REJECTION OF THE PROTEST.

8.13.2 Protest Before Proposal Opening

- a. Protests shall be submitted in writing prior to the opening of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the opening. In that case, the protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest. The protest shall clearly identify:
 - 1) The name, address, and telephone number of the protester.
 - 2) The grounds for the protest and any and all documentation to support the protest and the relief sought.
 - 3) Steps that have been taken, to date, in an attempt to correct the alleged problem or concern.

8.13.3 Protest After Award

- a. Any individual or entity may file a protest with CITY alleging a violation of applicable federal or state law and/or CITY policy or procedure relative to seeking, evaluating, and/or awarding the procurement CONTRACT. In addition, any individual or entity may file a protest with CITY alleging that CITY has failed to follow its Procurement Protest Procedures. Such protest must be filed no later than five (5) calendar days from the notice of award or non-award of the procurement CONTRACT.

- b. A protest, dispute, or claim with respect to the award of a CONTRACT through solicitation of proposals shall be submitted in writing within five (5) days of notification of such award to the CITY Manager for a decision. All claims shall clearly identify:
- 1) The name, address, and telephone number of the protester.
 - 2) The grounds for the protest any and all documentation to support the protest and the relief sought.
 - 3) Steps that have been taken, to date, in an attempt to correct the alleged problem or concern.
- c. A written decision by the CITY Manager stating the grounds for allowing or denying the protest will be mailed to the protestor prior to execution of the CONTRACT. Such decision shall be final unless the City Council accepts an appeal of the City Manager's decision.

8.13.4 FTA Protest Procedures:

8.13.4.1 FTA is not a party to its recipients' third-party contracts and does not have any obligation to any participant in its recipients' third-party contracts. In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. Examples of "Federal concerns" include, but are not limited to, situations "where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud." Nevertheless, FTA can become involved in the recipient's administrative decisions when a recipient's protest decision is appealed to FTA, or when the recipient seeks to use FTA assistance to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation.

8.13.4.2 FTA will only review protests submitted by an intercede party as defined in FTA Circular No C. 4220.1F. FTA's decision on any protest shall be final.

8.14 SEVERABILITY. If any provisions or portion of any provision of this CONTRACT are held invalid, illegal, or unenforceable, they shall be severed from the CONTRACT and the remaining provisions shall be valid and enforceable.

8.15 SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

8.16 PRE-AUTHORIZATION OF CONTRACTOR ADVERTISING: CONTRACTOR shall not USE CITY'S name for purposes of advertising and promotion without prior written authorization from CITY.

8.17 SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation including, *but not limited to*, the Request For Proposal, Scope of Services, Submission Requirements, Special Provisions for Services, Federal Regulations, Clauses, and Requirements, General Terms and Conditions, Forms and Certificates, Proposed Equipment & Material Manufacturers form, Experience Statement, Subcontractor's List, and the Workers Compensation Insurance Certificate.

8.18 TERMINATION OF THE CONTRACT:

8.18.1 Termination for Convenience

CITY may terminate this CONTRACT, in whole or in part, at any time by written notice to the CONTRACTOR when it is in CITY's best interest. The CONTRACTOR shall be paid its costs, including CONTRACT closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid. If the CONTRACTOR has any property in its possession belonging to CITY, the CONTRACTOR will account for the same, and dispose of it in the manner CITY directs.

8.18.2 Termination for Default/Breach

If the CONTRACTOR fails 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, CITY may terminate this CONTRACT for default. CITY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the default. The CONTRACTOR will only be paid the CONTRACT price for supplies delivered and accepted, or for services performed in accordance with the manner or performance required in this CONTRACT.

8.18.3 Termination for Force Majeure

CITY may terminate this CONTRACT upon written notice from the CONTRACTOR for unforeseen causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes are: those acts of God, acts of the public enemy, governmental acts, riots, protests, acts of public unrest, fires, and/or pandemics whose causes irrecoverably disrupt or render impossible the CONTRACTOR's performance. An "act of God" shall mean an earthquake, flood, cyclone, pandemic, or other cataclysmic phenomenon of nature beyond the power of the CONTRACTOR to foresee or make preparation in defense against.

8.18.4 Opportunity to Cure

CITY in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR thirty (30) calendar days within 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 CITY's satisfaction the breach or default, within thirty (30) calendar days after receipt by CONTRACTOR of written notice from CITY, CITY shall have the right to terminate the CONTRACT without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude CITY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

8.18.5 Waiver of Remedies for any Breach

In the event CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term, or condition of this CONTRACT, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this CONTRACT.

SECTION 9: INSURANCE REQUIREMENTS

9.1. GENERAL:

(a) CONTRACTOR, at its sole cost and expense, for the full term of this CONTRACT (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects CITY and ADOT and any insurance or self-insurance maintained by CITY and ADOT shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

(b) The insurance requirements herein are minimum requirements for this CONTRACT and in no way limit the indemnity covenants contained in this CONTRACT. All insurance required shall be provided by an insurance company admitted doing business in Arizona and holding a current A.M. Best rating A- VII or higher, unless CONTRACTOR obtains prior written approval of CITY and ADOT.

(c) CITY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work and services under this CONTRACT by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

9.2 TYPES OF INSURANCE AND MINIMUM LIMITS:

CONTRACTOR shall obtain and maintain during the term of this CONTRACT:

(a) Worker's Compensation and Employer's Liability Insurance in compliance with the statutory benefits allowed by the laws of the State of Arizona with limits of not less than one million dollars (\$1,000,000) per occurrence. This policy shall contain a waiver of subrogation against the CITY and ADOT.

(b) CONTRACTOR's vehicles used in the performance of this CONTRACT, including CITY owned, CONTRACTOR owned, non-owned, leased, or hired vehicles, shall each be covered with Commercial Automobile, Liability Insurance in the amount of one million dollars (\$1,000,000) per occurrence. This policy shall be endorsed to include language naming CITY and ADOT as an additional insured.

(c) CONTRACTOR shall obtain and maintain Commercial General Liability Insurance coverage, on an occurrence basis, in the minimum amount of two million dollars (\$2,000,000) in combined single limit coverage per occurrence for bodily injury and property damage. This insurance shall include contractual liability coverage. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement. This policy shall be endorsed to include language naming CITY and ADOT as an additional insured.

9.3 OTHER INSURANCE PROVISIONS:

(a) Any deductible or self-insured retention (SIR) amounts on any of the above insurance coverages shall be disclosed and approved by CITY prior to award of the CONTRACT. It is at the sole approval of CITY to accept a deductible or SIR. The CONTRACTOR shall be responsible for payment of any deductible or SIR on the CONTRACTOR's policies without right of contribution from CITY. If, for whatever reason, CONTRACTOR is unable or unwilling to pay its SIR to obtain the necessary liability coverages required above, CITY shall have the option, to the fullest extent permitted by law, of paying the SIR on behalf of CONTRACTOR from any source, so as to maintain the liability coverages including Additional Insured protection.

(b) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsements as a part of each policy:

1. "CITY, its officers, employees and agents are hereby added as additional insured's as respects the operations of the named insured." CITY, its officers, officials, agents, and employees will be additional insureds to the full limits of liability purchased by CONTRACTOR, even if those limits of liability are in excess of those required by the CONTRACT. The Commercial General Liability additional insured endorsement will be at least as broad as the current version of Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10.

2. The State of Arizona, ADOT/MVD and its officers, officials, agents, and employees to be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the City involving automobiles owned, leased, hired or borrowed by the City.

(c) The Workers' Compensation insurance required in 9.2. (a), above, shall be endorsed to waive any rights of subrogation against CITY, its officers, employees, and agents and the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees.

(d) All insurance required herein shall not be canceled until thirty (30) days after CITY and ADOT shall have been given written notice of such cancellation.

(e) CONTRACTOR shall notify CITY in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this CONTRACT.

(f) CONTRACTOR agrees to provide CITY at or before the effective date of this CONTRACT with a certificate of insurance of the coverage required. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR and continue without interruption during provision of services including any time during which the covered property is being transported.

(g) If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT, the same shall be deemed a material breach of CONTRACT. CITY, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, CITY may deduct the cost therefore from CONTRACTOR'S invoices charges.

(h) Coverage provided by CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this CONTRACT.

(i) CONTRACTOR's certificate(s) shall include all subcontractors as additional insureds under its policies or CONTRACTOR shall furnish to CITY separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

SECTION 10: FORMS AND CERTIFICATIONS

The following FTA and CITY forms/certifications are to be executed by each Proposer and enclosed with the proposal. Proposals received without these forms/certifications completed will not be considered.

Contact by mail, Telephone, or email the CITY's Transit Administrator for questions regarding forms and/or certifications.

Transit Administrator
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336-3710
Telephone (928) 203-5086
Fax:(928) 204-7124
E-mail: rweber@sedonaaz.gov

The person signing the certification(s) shall state his address and official capacity.

Note: All required electronic forms and certificates are included within a separate Microsoft TMWord document within this RFP named "Section 10 Forms & Certificates"

IMPORTANT NOTICE

PROPOSALS DOCUMENTS TO BE RETURNED

To be considered responsive, the following forms, certificates and/or statements must be completed and submitted on or before the Submittal Deadline. Compliance with these requirements is mandatory for contract award.

1. Affidavit of Disadvantaged Business Enterprise and DBE Status Certification (if applicable)
2. Affidavit of Non-Collusion Certificate
3. Bidders/Proposers List Form
4. Buy America Certificate
5. Byrd Anti-Lobbying Amendment Certification
6. Certificate of lower-tier participants (Subcontractor) Debarment - *Notarized*
7. Certificate of Primary Contractor Regarding Debarment – *Notarized*

8. Compliance or Exceptions to the Terms & Conditions of the RFP Form
9. DBE Subcontractor Participation Form
10. Fair Employment Practices Certification
11. Federal Regulations Compliance Matrix
12. Price Proposal Form
13. Proposer's Statement of Insurance Coverage
14. Subcontractor's List
15. Worker's Compensation Insurance Certificate

Failures to complete, sign (where required), and return the above proposal documents with the proposal may render it non-responsive.

SECTION 11 SAMPLE CONTRACT

The following represents the **SAMPLE** CONTRACT that may result from this RFP.

CONTRACT
MICROTRANSIT, FIXED BUS ROUTE, DIGITAL PASS SOFTWARE
SOLUTIONS, AND CELLULAR BASED VOICE OVER INTERNET
PROTOCOL (VOIP)
PURSUANT TO
RFP # PT-21-2

This Contract for Microtransit, Fixed Bus Route, Digital Pass Software Solutions, and Cellular Based Voice Over Internet Protocol (VoIP) pursuant to RFP # PT-21-2 (“Contract”) is entered into this ____ day of _____, 2021, by and between the CITY of Sedona, an Arizona municipal corporation (“CITY”), and (Name of Contractor), a(n) corporation/LLC (“CONTRACTOR”). CITY and CONTRACTOR are each a “Party” to the Agreement or together are “Parties” to the Agreement.

RECITALS

- A. CITY has caused specifications, and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and issued RFP# PT-21-2 (“RFP”) for Microtransit, Fixed Bus Route, Digital Pass Software Solutions, and Cellular Based Voice Over Internet Protocol (VoIP), to which CONTRACTOR provided a response (“Proposal”).
- B. CITY selected CONTRACTOR’s Proposal as being in the best interest of CITY and wishes engage CONTRACTOR in providing the services described in the RFP and Proposal.

In consideration of the reciprocal promises contained in the Contract, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree as follows:

TERMS & CONDITIONS

1. **SCOPE OF SERVICES** The CONTRACTOR will provide the necessary staff, services and associated resources to provide the CITY with the services and obligations described herein. CONTRACTOR will be responsible for all costs and expenses incurred by CONTRACTOR that are incident to the performance of the Scope of Services unless otherwise stated in the Contract. Except for transit vehicles and adequate workspace, CONTRACTOR will supply all equipment and instrumentalities necessary to perform the Scope of Service.

- 1.1 CONTRACTOR shall provide the following services:

(Scope of products and services to be added here.)

- 1.2 The Contract is based on the RFP and Proposal which are hereby incorporated by reference into the Contract as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Services, the Parties acknowledge and agree that the CONTRACTOR shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the RFP and Proposal unless modified herein.

3. ADDITIONAL CONTRACT PARTS; ORDER OF PREFERENCE; RECITALS.

This Contract shall consist of the following documents, a copy of which are on file in the office of CITY and all of which are incorporated herein and made a part hereof by reference hereto:

- A. This signed and dated Contract;
- B. Request For Proposal RFP# PT-21-2 and any Addenda thereto;
- C. CONTRACTOR's Proposal/Executed Bid Form;
- E. Required Forms And Certifications.

3.1 In the event of any inconsistency between the terms of the Contract, the RFP, and the Proposal, the language of the documents will control in the same order as listed above in Section 3.

3.2 All Recitals are hereby incorporated by reference into the Contract as if written out and included herein.

4. CONTRACT TERM (Initial TERM) Six (6) months from the effective date of the Contract. The Contract may be renewed for five successive one (1) year periods (each, a **RENEWAL**), upon written agreement at least thirty (30) days before the end of **TERM**.

4.1 Extension for Procurement Processes. Upon the expiration of the TERM of this Contract, including any renewal(s) permitted herein, at the CITY's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY's procurement processes in the selection of a vendor to provide the services/materials provided under this Contract. CITY will notify CONTRACTOR in writing of its intent to extend the Contract at least thirty (30) calendar days prior to the expiration of the TERM. Any extension under this Subsection will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current Contract.

5. CONTRACT PRICE. CONTRACTOR shall faithfully perform each and every item of work and service required under this CONTRACT and shall be compensated at the unit prices bid as submitted on the Proposal. CONTRACTOR shall invoice the CITY monthly. Payments shall be made to the CONTRACTOR within thirty (30) calendar days of invoice acceptance.

5.1 Invoices. Payment will be made to CONTRACTOR following the CITY's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by CONTRACTOR will be deemed accepted by the CITY; the terms of the contractual relationship between the Parties are as set forth in this Contract. A properly completed invoice should contain, at a minimum, all of the following:

- a. CONTRACTOR name, address, and contact information;
- b. CITY billing information;
- c. CITY contract number as listed on the first page of the Contract;
- d. Invoice number and date;
- e. Payment terms;
- f. Dates of service;
- g. Description of services provided;
- h. Applicable Taxes;
- i. Total amount due.

5.2 Disallowed Costs, Overpayment. If at any time the CITY determines that a cost for which payment was made to CONTRACTOR is a disallowed cost, such as an overpayment or a charge for service not in accordance with the Contract, the CITY will notify CONTRACTOR in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by CONTRACTOR in the amount of the disallowance, or to require repayment of the disallowed amount by CONTRACTOR. CONTRACTOR will be provided with the opportunity to respond to the notice.

5.3 CITY shall pay the CONTRACTOR the below listed prices as quoted by CONTRACTOR on the Proposal.

<Insert CONTRACTOR price proposal>

5.4 All pricing shall be firm for the TERM and all extensions or renewals of the TERM except where otherwise provided in this Contract and include all costs of the CONTRACTOR providing the materials/service. The CITY shall not be invoiced at prices higher than those stated in the CONTRACT.

5.5 Price Adjustment. Any requests for reasonable price adjustments must be submitted in accordance with this subsection.. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee CITY will accept a price adjustment therefore CONTRACTOR should be prepared for the pricing to be firm over the TERM of the Contract. CITY is only willing to entertain price adjustments based on an increase to CONTRACTOR's actual expenses or other reasonable adjustment in providing the services under the Contract. If CITY agrees to the adjusted price terms, the CITY shall issue written approval of the change.

6. **RENEWAL TERMS**. The CONTRACT may be renewed for successive one (1) year periods (each, a **renewal**), upon written agreement at least thirty (30) days before the end of **TERM**

6.1 The fees for each option period shall be negotiated and set by mutual agreement prior to any option TERM being exercised. Price Adjustment for Option TERM. During the sixty (60) day period prior to the expiration date of the Contract, the CONTRACTOR may submit a written request to the CITY to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U), US CITY Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The CITY shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld. During any option period CITY shall retain the right to terminate the CONTRACT pursuant to Section 13.

8. NOTICE.

Any notice or correspondence required or permitted to be given under this CONTRACT shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof. In the case of the CONTRACTOR also known as (CONTRACTOR name, Street address, CITY, State and Country and zip code. In the case of CITY, 102 Roadrunner Drive, Sedona, AZ 86336 or at any other address which either party may subsequently designate in writing to the other party.

9. INSURANCE REQUIREMENTS

9.1. General:

(a) CONTRACTOR, at its sole cost and expense, for the full term of this CONTRACT (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects CITY and ADOT and any insurance or self-insurance maintained by CITY and ADOT shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

(b) The insurance requirements herein are minimum requirements for this CONTRACT and in no way limit the indemnity covenants contained in this CONTRACT. All insurance required shall be provided by an insurance company admitted doing business in Arizona and holding a current A.M. Best rating A- VII or higher, unless CONTRACTOR obtains prior written approval of CITY and ADOT.

(c) CITY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work and services under this CONTRACT by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

9.2 Types of Insurance and Minimum Limits:

CONTRACTOR shall obtain and maintain during the term of this CONTRACT:

- (a) Worker's Compensation and Employer's Liability Insurance in compliance with the statutory benefits allowed by the laws of the State of Arizona with limits of not less than one million dollars (\$1,000,000) per occurrence. This policy shall contain a waiver of subrogation against the CITY and ADOT.
- (b) CONTRACTOR's vehicles used in the performance of this CONTRACT, including CITY owned, CONTRACTOR owned, non-owned, leased, or hired vehicles, shall each be covered with Commercial Automobile, Liability Insurance in the amount of one million dollars (\$1,000,000) per occurrence. This policy shall be endorsed to include language naming CITY and ADOT as an additional insured.
- (c) CONTRACTOR shall obtain and maintain Commercial General Liability Insurance coverage, on an occurrence basis, in the minimum amount of two million dollars (\$2,000,000) in combined single limit coverage per occurrence for bodily injury and property damage. This insurance shall include contractual liability coverage. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement. This policy shall be endorsed to include language naming CITY and ADOT as an additional insured.

9.3 Other Insurance Provisions:

- (a) Any deductible or self-insured retention (SIR) amounts on any of the above insurance coverages shall be disclosed and approved by CITY prior to award of the CONTRACT. It is at the sole approval of CITY to accept a deductible or SIR. The CONTRACTOR shall be responsible for payment of any deductible or SIR on the CONTRACTOR's policies without right of contribution from CITY. If, for whatever reason, CONTRACTOR is unable or unwilling to pay its SIR to obtain the necessary liability coverages required above, CITY shall have the option, to the fullest extent permitted by law, of paying the SIR on behalf of CONTRACTOR from any source, so as to maintain the liability coverages including Additional Insured protection.
- (b) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsements as a part of each policy:
1. "CITY, its officers, employees and agents are hereby added as additional insured's as respects the operations of the named insured." CITY, its officers, officials, agents, and employees will be additional insureds to the full limits of liability purchased by CONTRACTOR, even if those limits of liability are in excess of those required by the CONTRACT. The Commercial General Liability additional insured endorsement will be at least as broad as the current version of Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10.
 2. The State of Arizona, ADOT/MVD and its officers, officials, agents, and employees to be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the City involving automobiles owned, leased, hired or borrowed by the City.

(c) The Workers' Compensation insurance required in 9.2. (a), above, shall be endorsed to waive any rights of subrogation against CITY, its officers, employees, and agents and the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees..

(d) All insurance required herein shall not be canceled until thirty (30) days after CITY and ADOT shall have been given written notice of such cancellation.

(e) CONTRACTOR shall notify CITY in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this CONTRACT.

(f) CONTRACTOR agrees to provide CITY at or before the effective date of this CONTRACT with a certificate of insurance of the coverage required. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR and continue without interruption during provision of services including any time during which the covered property is being transported.

(g) If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT, the same shall be deemed a material breach of CONTRACT. CITY, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, CITY may deduct the cost therefore from CONTRACTOR'S invoices charges.

(h) Coverage provided by CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this CONTRACT.

(i) CONTRACTOR's certificate(s) shall include all subcontractors as additional insureds under its policies or CONTRACTOR shall furnish to CITY separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

10. INDEMNIFICATION:

CONTRACTOR shall, to the extent permitted by law, indemnify, defend, and hold harmless CITY, its elected and appointed officials, officers, agents, employees, and volunteers, and its insurers, from any liability imposed for injury, claims or demands, including reasonable attorney's fees, costs, and expenses, whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, of CONTRACTOR, or of anyone acting under CONTRACTOR'S direction or control or on its behalf, in connection with or incident to or arising out of the performance of this Contract, except to the extent that such liability arises from or is caused by the sole negligence or willful misconduct of CITY, its elected and appointed officials, officers, agents, employees or volunteers.

With respect to those claims arising from a professional error or omission, as well as employment practices liability, CONTRACTOR shall indemnify, defend, and hold harmless CITY, its elected and

appointed officials, officers, agents, employees, and volunteers, and its insurers, from any liability arising from the professionally negligent acts, errors, or omissions of CONTRACTOR.

This indemnity and hold harmless provision survives the termination or expiration of the Contract and insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

11. NON-DISCRIMINATION ASSURANCE:

CONTRACTOR shall not discriminate on the basis of race, creed, color, national origin, gender, or sexual orientation or in the performance of this Contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as CITY deems appropriate. CONTRACTOR shall obtain the same assurances from its joint venture partners, and sub-contractors by including this assurance in all subcontracts entered into under this Contract.

12. GOVERNING LAW; VENUE; JURY TRIAL WAIVER:

This Contract shall be in accordance with the laws of the State of Arizona. Parties further stipulate that this Contract was entered into in the State of Arizona and the state is the only appropriate forum

for any litigation as a result of breach of Contract. Venue shall be within County of Yavapai, Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Contract or the subject matter thereof and consent to a trial to the court.

13. TERMINATION:

This Contract may be terminated for a number of reasons as discussed below:

13.1 Termination for Convenience. CITY may terminate this Contract, in whole or in part, at any time by written notice to CONTRACTOR when it is in CITY's best interest. The CONTRACTOR shall be paid its costs, including Contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY.

13.2 Termination for Default, Breach or Cause. If the CONTRACTOR does not deliver supplies, materials or services in accordance with the scope of products and services, or if 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, CITY may terminate this Contract for default. Termination shall be effected by serving a notice of termination to the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default.

The CONTRACTOR will only be paid the Contract price for supplies, materials and services delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by CITY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the CONTRACTOR, CITY, after setting up a new delivery or performance schedule, may allow the CONTRACTOR to continue work, or may treat the termination as a termination for convenience.

If the termination is for default, CITY may fix the fee to be paid the CONTRACTOR in proportion to the value of work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY and the parties shall negotiate the termination settlement to be paid the CONTRACTOR.

- 13.3 Opportunity to cure. CITY, shall, in the case of a termination for breach or default, allow the CONTRACTOR up to thirty (30) calendar days 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 furnish or remedy to CITY's satisfaction, the breach or default or any of the terms or conditions of this Contract within thirty (30) calendar days after receipt by CONTRACTOR or written notice from CITY setting forth the nature of said breach or default, CITY shall have the right to terminate the Contract without any further obligation to CONTRACTOR.

Any such termination for default shall not in any way preclude CITY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

- 13.4 Waiver of Remedies for any Breach. In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any TERM or condition of this Contract; such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other terms or conditions of this Contract.

Upon receipt of any notice from CITY to cancel and/or terminate work under this Contract, the CONTRACTOR shall:

Immediately discontinue all services affected unless the notice directs otherwise.

If the termination is for the convenience of CITY, CITY will make an equitable adjustment in the Contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the CONTRACTOR to fulfill the Contract obligations, CITY may complete the work required by the Contract or otherwise

arrange for its completion and the CONTRACTOR shall be liable for any reasonable additional cost incurred by CITY.

14. DISPUTE RESOLUTION:

Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the CITY Manager. This decision shall be final and conclusive unless CONTRACTOR timely files a Notice of Claim and Complaint pursuant to A.R.S. §§ 12-821 and 12-821.01.

15. LITIGATION:

In the event of any dispute that results in litigation arising from or related to the services provided under this CONTRACT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including that party's time, court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding.

Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

16. MISCELLANEOUS:

16.1 Independent Contractor. It is expressly understood that the relationship of CONTRACTOR to the CITY will be that of an independent contractor. CONTRACTOR and all persons employed by CONTRACTOR, either directly or indirectly, are CONTRACTOR's employees, not CITY employees. Accordingly, CONTRACTOR and CONTRACTOR's employees are not entitled to any benefits provided to CITY employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded CITY employees. CONTRACTOR employees will not be regarded as CITY employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any CONTRACTOR employees or subcontractors assert a claim for wages or other employment benefits against the CITY, CONTRACTOR will defend, indemnify and hold harmless the CITY from all such claims.

16.2 Assignment. This Contract may not be assigned, either in whole or in part, without first receiving the CITY's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the CITY will have the right, at its option, to terminate the Contract. No granting of consent to any assignment will relieve CONTRACTOR from any of its obligations and liabilities under the Contract.

16.3 No Boycott Israel. By entering into this Contract, CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods and services as defined in A.R.S. § 35-393.01.

16.4 Public Records. CONTRACTOR acknowledges that the CITY is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 et seq.) and any documents related to this Contract may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

16.5 Audits and Records. The CITY or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the CITY may inspect all payroll, billing or other relevant records kept by CONTRACTOR in relation to the Contract. CONTRACTOR will permit such inspections and audits during normal business hours and upon reasonable notice by the CITY. The audit of records may occur at CONTRACTOR's place of business or at CITY offices, as determined by the CITY. CONTRACTOR must preserve the records related to this Contract for five (5) years after completion of the Contract.

16.6 Conflict of Interest (A.R.S. § 38-511). Pursuant to A.R.S. § 38-511, the CITY may cancel this Contract without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the CITY becomes an employee or agent of CONTRACTOR.

16.7 Cooperative Use of Contract. This Contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY is not responsible for any disputes arising out of transactions made by others.

16.8 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each is properly authorized and empowered to enter into the Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

17. AUTHENTICATION:

IN WITNESS WHEREOF, the parties have duly executed two (2) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Signed and authenticated by authorized representatives as follows:

CONTRACTOR:

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF SEDONA:

Signature: _____

Name: Robert Weber

Title: Transit Administrator

Date: _____

Approved to Form:

Signature: _____

Name: Kurt W. Christianson

Title: CITY Attorney, CITY of Sedona

Attest:

Signature: _____

Name: Susan L. Irvine

Title: CITY Clerk, CITY of Sedona

SECTION 12 APPENDIX

12.1 Appendix Listing:

Appendix A: Service Area Maps, Schedules, and approximate annual vehicle revenues hours for Trailhead Shuttles and Microtransit service.

Appendix B: Sedona Area Implementation Plan – Brochure

Appendix C: Sedona Area Implementation Plan – Full Plan

SECTION 13: GLOSSARY OF TERMS

DEFINITION OF TERMS: The following definitions may be used within the RFP documents:

ADA: The Americans with Disabilities Act of 1990

ADOT: Arizona Department of Transportation

ADPS: Arizona Department of Public Safety

After Action Report:

After-Operations Vehicle Check: Operator inspection of vehicle upon completion of the service day.

Ambulatory Passenger: A passenger that is able to walk to, board, and disembark CITY transportation services.

Block: Segments of a scheduled route assigned among various vehicles and Operators. It follows the process of dividing the route into trips. Trips are pieced together into blocks of work that are relatively contiguous in space and time. The objective of blocking is to optimize the service schedule.

Call Stacker: Telephone communication equipment that allows placing of incoming telephone calls into priority for answering.

CFDA: Catalog of Federal Domestic Assistance

Coach Operator: CONTRACTOR vehicle operator

Coach Trade: A coach traded out, or replaced, with another coach during the service day

Companion: A person who voluntarily travels with an ADA eligible passenger who has the same origin and destination as the eligible passenger.

Contract Administration: CONTRACTOR daily administration, supervision, operation, facility maintenance, dispatch, revenue handling, vehicle maintenance, storage, fueling, accountability and security of CITY equipment.

CONTRACTOR: Same as Successful Proposer: Both refer to the party entering into a contract with CITY as a result of this solicitation.

DBE: Disadvantaged Business Enterprise

Dead-Head: Operating coach to or from the yard or a route starting/ending point.

Deadline: Revenue vehicles placed out of service due to mechanical defects and or extensive damage.

Demand Responsive Service: Any service, which is not fixed route.

Denial Rate: Total number of trip denials divided by the total number of trip requests.

Dispatch: Facility where CONTRACTOR personnel assign and manage resources to provide CITY services and receive customer telephone calls.

Dispatch Records: Computer printouts of daily telephone service requests for CITY demand response services.

Dispatch Sheet: Sheet indicating daily Coach Operator and coach assignments.

DOT: U.S. Department of Transportation

Dress Code: CITY uniform/dress requirements.

Duty Card: Detailed instructions provided to the Coach Operator which include sign-in time, pre-trip vehicle inspection time, pull-out time, deadhead routing / time, revenue service segments, routing, timepoints, break / lunch periods, pull-in time, sign-out time.

EPA: Environmental Protection Agency (U.S.)

ETA: Estimated Time of Arrival

Evaluation Committee: An independent committee established by CITY to review, evaluate, and score the proposals, and to recommend award to the Proposer that submitted the proposal determined by the committee to be in the best interest of CITY.

Extended Period: Vehicle out of service more than seven (7) calendar days.

Fares: Cash or tickets purchased by passengers from CITY to access the service

Fixed Route Service: Service provided along a prescribed route according to a fixed schedule.

FPPA: Federal Procurement Policy Act (U.S.)

FTA: Federal Transit Administration

GVWR: Gross Vehicle Weight Rating

Headway: Interval or frequency between buses along a line

Inconvenienced Passenger: A passenger who is “inconvenienced” due to a schedule delay, vehicle accident or some other delay.

Joint Inspection Criteria: Vehicle operation and appearance criteria and standards applied to vehicles owned by CITY and operated by CONTRACTOR.

Joint Inspection of Vehicles: Collective CITY and CONTRACTOR inspection of vehicles before and after contract service term.

Maintenance Procedures: Adequate procedures to maintain CITY vehicles in good operating condition. Procedures adopted shall specify adherence to a maintenance plan, a preventive maintenance schedule, and performance measures.

Maintenance Records: Mileage at which major components were last changed, mileage at which vehicle was last serviced, oil and oil filters changed, and vehicle inspection forecast reports. The vehicle damage record on each vehicle will be updated at the time of joint inspection.

Major Component: Defined as an engine, transmission, differential, or wheelchair lift.

May: Indicates something that is not mandatory but permissible.

MicoTranist: App based shared ride public on demand transit service.

Missed Trip: A missed trip occurs when a scheduled trip is not made, not including passenger no-shows, but including trips not made due to schedule failure, mechanical failure, overbooking, or oversight. Missed trips will be logged and reported monthly.

CITY: The City of Sedona

Must / Shall: Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

No-Show: A passenger is considered a no-show if the passenger fails to show up for a pickup, following reasonable inquiry, within five minutes of the scheduled pickup time. No-shows will be logged and reported monthly.

OEM: Original Equipment Manufacturer

OSHA: Occupational Safety and Health Administration (U.S.)

One-Way Trip: Travel between two points

Operating Employee: Coach operators, mechanics and supervisors, dispatchers or any personnel necessary to carry out services.

Out-of-Service Criteria: ADPS out-of-service criteria used for determining when items require replacement, either at the time of CITY owned vehicle is issue to CONTRACTOR or at time of return of vehicle control to CITY. The standard to be followed is if CITY were to inspect and find an item, would that item be replaced/repaired or other maintenance action taken. If so, it is to be done by the party having control of the vehicle at that time.

Paratransit: The comparable transportation service required by the ADA for individuals with disabilities who are unable to use fixed route systems.

Passenger Boarding Count: Vehicle operator on-board count of passengers

Passenger Miles: Calculated by multiplying the average maximum load for each transit trip by the trip distance.

Penalty: The sum which a party to a contract agrees to pay if it breaks some promise and, which having been arrived at by good faith effort to estimate actual damage that will probably ensue from breach, is recoverable as agreed damages if breach occurs.

Personal Care Attendant (PCA): A person, registered as an attendant, who travels with and assists eligible passengers.

Platform Hours: The total number of hours that a vehicle is in operation, measured from pull out to pull in time, including revenue, deadhead, and layover time; counted per vehicle.

Platform Miles: The total number of miles hours that a vehicle travels in operation, measured from pull out point to pull in point, including revenue and deadhead miles; counted per vehicle.

PMI: Preventative Maintenance Inspection

Pre-trip Vehicle Inspection: Driver's pre-service inspection to ensure all equipment, including wheelchair lifts, is operational and safe.

Project Manager: CONTRACTOR designee who shall oversee supervision and the proper operation of the services.

Proposal: The offer presented by the Proposer.

Proposer: The person or firm making the offer.

Public Information Materials: CITY public facing brochures, timetables, and other media promoting CITY transit services.

Pull-In: Return to yard with coach at end of run.

Pull-Out: Leave yard with coach to begin run

Reasonable Modification: Is a reasonable structural or procedural change made to existing policy to afford a person with a disability access or other reasonable considerations while using public transit services.

Recovery Time: Planned time allowance between the arrival time of a just completed trip and the departure time of the next trip in order to allow the route to return to schedule if traffic, loading, or other conditions have made the trip arrive late. Recovery time is considered as reserve running time and typically, the Operator will remain on duty during the recovery period. (Recovery time is distinct from layover, although they are usually combined together.)

RFP: Request For Proposal.

Reservation: Passenger request for CITY on demand public dial-a-ride services made through CONTRACTOR's Dispatch Office

Responsible: Refers to the bidder's ability to satisfactorily deliver the scope of products and services as evidenced by such factors as experience in the field, financial qualifications and quality of submittals requested.

Responsive: Refers to the bidder's completeness of bid/proposal submission in meeting the requirements and specifications of the bid solicitation such as bid/proposal form, bonds, certifications, and provision of information on prior experience.

Revenue: All farebox money or tickets collected by CONTRACTOR. All farebox revenue and tickets treated as public funds and retained by CITY.

Revenue Hour: The portion of platform time that a vehicle is in actual revenue service carrying passengers and collecting fares. Measured from passenger boarding time to passenger alighting time, counted per vehicle.

Revenue Mile: The portion of platform miles that a vehicle is in actual revenue service carrying passengers and collecting fares. Measured from passenger boarding point to passenger alighting point; counted per vehicle

Road Call: A road call is defined as any time when a mechanical failure (including a malfunctioning wheelchair lift and/or a securement device) on a vehicle requires technical or maintenance assistance during the service day.

Rostering: The process of combining daily runs to create complete weeks of work for Coach Operators.

Route: A regularly scheduled assignment of passenger pick-ups and drop-offs.

Route Number: A number assigned to each route.

Run: The hours (miles) the vehicle travels on the route in revenue service, typically from the beginning to the end of a route. It includes all travel and time from the point of the first passenger pickup to the last passenger drop-off.

Run Cut: The practice of assigning the Blocks created in the schedule building process to form Work (referred to as a Run) for a Coach Operator for a day.]

Running Hot: Operating ahead of the published schedule

STAA: Surface Transportation Assistance Act (U.S.)

Schedule Delay: A trip that has been delayed, for any reason, ten minutes or more.

Scheduled Revenue Trip: Revenue service that is provided for picking up and discharging passengers on a continuing and regular basis, i.e., "scheduled." A scheduled revenue trip appears on internal transit agency planning documents (e.g., duty card, trip tickets and public timetables).

Service Animal: Any guide dog, signal dog, or other animal trained to work or perform tasks for an individual with a disability.

Service Interruption: Any disruption or delay in service in excess of 10 minutes.

Should: Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.

Submittal Deadline: The date and time on or before all proposals must be submitted.

Successful Proposer: The person, CONTRACTOR, or firm to whom the award is made.

Subscription Service: The practice of providing repetitive trips over an extended period of time without requiring that client call to request each trip.

Terminal: Beginning or ending point of a line

Terminal Inspection: Random ADPS Safety Compliance Inspection

Termination of Contract: CONTRACTOR failure to meet CITY qualifications specifications

Transfer Point: Bus stop location for passengers to transfer to other CITY transit lines

Trip: A one-way ride with a single origin and a single destination.

Turndowns (denials): Inability of CONTRACTOR to provide CITY on demand service to customer due to full capacity

USC: United States Code

Vehicle Inspection Forecast: Printout of scheduled preventative maintenance inspections (PMI) coming due.

VIR: Vehicle Inspection Report (VIR); also known as the “defect card,” completed by each operator driving the vehicle during the service day. Used to note any problems or defects with the coach.

VoIP: Voice Over Internet Protocol

VRH: Vehicle revenue hour is one vehicle in revenue service for one hour.

VRM: Vehicle revenue mile is one vehicle in revenue service for one mile.

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