

AGREEMENT FOR BUS STOP INSTALLATION, MAINTENANCE AND REPAIR SERVICES

City of Glendale Solicitation No. RFP 17-30

This Agreement for Bus Stop Installation, Maintenance and Repair Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Southwest Fabrication, LLC, an Arizona limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the ____ day of _____, 2017.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 17-30 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. **Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$750,000 over the entire 5-year term of the Agreement, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.
- 9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
- 11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
- 12. **Notices.**
 - 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 12.2 Representatives.
 - a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Southwest Fabrication, LLC
c/o Kyle J. Presler, Controller
22233 N. 23rd Avenue
Phoenix, AZ 85027
Tel: 623-587-4648 x109
Email: kyle@sw-fab.com

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Jeff Henry
Transit Operations Superintendent
City of Glendale
Transit Division
6210 W. Myrtle Avenue, Suite S
Glendale, Arizona 85301
623-930-3516

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

- 14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

- 14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- 15. **Term.** The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three (3) years, in one (1) year increments based on satisfactory Contractor performance.
- 16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 17. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
 - Exhibit A Project
 - Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

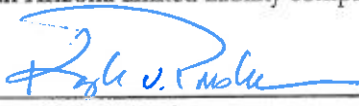
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Southwest Fabrication, LLC,
an Arizona limited liability company



By: Kyle J. Presler
Its: Controller

EXHIBIT A
BUS STOP INSTALLATION, MAINTENANCE AND REPAIR SERVICES
PROJECT

See attached Contractor's response to Request for Proposal RFP 17-30.

EXHIBIT B
BUS STOP INSTALLATION, MAINTENANCE AND REPAIR SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 5 of the Agreement. The amount of compensation charged by the Contractor is provided in its response to the City's Request for Proposal.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$750,000.

DETAILED PROJECT COMPENSATION

See attached Contractor's response to Request for Proposal RFP 17-30.

COMPANY NAME: SOUTHWEST FABRICATION, LLC

COPY



**CITY OF GLENDALE
PROCUREMENT DIVISION
REQUEST FOR PROPOSAL**

SOLICITATION NUMBER:

RFP 17-30

DESCRIPTION:

**BUS STOP INSTALLATION,
MAINTENANCE AND REPAIR SERVICES**

OFFER DUE DATE AND TIME:

APRIL 10, 2017 at 2:00 PM Local Time

Offers for the materials or services specified will be received by the City of Glendale, Procurement Division at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

SUBMITTAL LOCATION:

**City of Glendale
Attn: Procurement Division
5850 West Glendale Avenue
Suite 317
Glendale, Arizona 85301**

Proposals must be in the actual possession of Procurement Division on or prior to the time and date, and at the location indicated. The Procurement Division is located on the 3rd floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., (local time), Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. **See Paragraph 2.3 for additional instructions for preparing an offer.**

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation, contact:

**Elmer Garcia, CPPB
Contract Analyst
Procurement Division
Egarcia1@glendaleaz.com**



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGES
	NOTICE	1
	TABLE OF CONTENTS	2
1.0	SPECIFICATIONS	3-12
2.0	SPECIAL INSTRUCTIONS TO OFFERORS	13-18
3.0	SPECIAL TERMS AND CONDITIONS	19-23
4.0	OFFER SHEET	24
5.0	PRICE SHEET	25-27
	APPENDIX A (Bus Shelter Locations)	28-42
	APPENDIX B (Bus Shelter Photographs)	43-45
	ATTACHMENT A (Sample Services Agreement)	46-60



SOLICITATION NUMBER: RFP 17-30

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CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

SPECIFICATIONS

1.0 INTRODUCTION

- 1.0.1 The City of Glendale, Arizona ("City"), Transit Division invites sealed proposals from qualified firms experience in bus shelter installation, maintenance and repair services.
- 1.0.2 The resulting agreement shall be to provide routine installation, removal, repair and refurbishment of City of Glendale bus shelters and outdoor furniture.
- 1.0.3 Offeror's pricing shall include, but is not limited to, labor, salaries, employee benefits, equipment, tools, materials, supplies, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to complete the tasks assigned.
- 1.0.4 This solicitation and resultant contract does not include bus stop trash pickup or power washing services.
- 1.0.5 This solicitation contains **TWO SEPARATE LOTS**:
LOT A – Shelter and Shelter Furniture Repair, Refurbish, Removal and Installation, etc.
LOT B – New Built Shelters and Furniture

Offerors are required to submit offers for both LOTS to be responsive.

1.1 BACKGROUND

- 1.1.1 The Transit Division is a division of the City of Glendale Public Works Department. The Division provides a wide range of convenient, low-cost transportation alternatives for Glendale citizens and visitors, including fix-route bus service, Glendale Dial-A-Ride, Glendale Urban Shuttle (GUS), and ADA service and a taxi-subsidy program. Bus service runs on weekdays, weekends and holidays. The City of Glendale Transit Division currently maintains approximately **544** bus stops.

1.2 SCOPE OF SERVICES

- 1.2.1 The City has made a commitment to maintain clean, safe and comfortable bus stops for its transit users. Several of the City's bus stops have shelters, benches and trash receptacles that may have varying needs for repair and maintenance. Some sites are high-volume locations. This agreement is to address bus stop repairs, refurbishment, fabrication, installation and removal of regional and custom shelters, furniture and concrete slabs.
- 1.2.2 The City agrees to pay for products and materials recommended by the Contractor and pre-approved by the Contract Administrator that are necessary to maintain satisfactory operation of the bus shelters. Parts and labor required to repair and/or install such furniture shall be paid in



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Glendale, Arizona 85301

accordance with the Additional Pricing Schedule provided, and the costs involved will be itemized on the invoice separately from the labor cost.

- 1.2.3 Contractor shall perform work activities at times that shall maximize safety and minimize disruption to the community, transit passengers and transit operators. For example, whenever possible, avoid morning rush hour, evening rush hour and excessive noise, and vehicles do not impede passenger boarding areas, etc.
- 1.2.4 Contractor's vehicles shall not impede normal traffic flow and shall adhere to the City of Phoenix Barricade Manual.
- 1.2.5 The Contractor shall notify the City's Traffic Engineering Supervisor, 24 hours in advance, if lane closure is required. Upon completion of any installation, repair or refurbishment, the Contractor shall clean any soiled spots and remove all excess garbage/debris. All trash, scraps, wrappers, tools, and any other miscellaneous materials introduced to the job site shall be removed by the Contractor and, where appropriate, disposed of in a legal and environmentally safe manner.
- 1.2.6 Contractor shall immediately contact the Contract Administrator of all incidents that may result in a citizen complaint to the City.

1.3 REPAIRS AND MAINTENANCE

1.3.1 Routine repairs may include, but are not limited to:

- 1.3.1.1 Replacing bus stop logos on shelters
- 1.3.1.2 Securing loose or damaged perforated panels
- 1.3.1.3 Securing and tightening bolts on furniture/shelter/trash can
- 1.3.1.4 Repairing metal mesh on benches, trashcans, or shelters
- 1.3.1.5 Repairing or replacing parts of the shelter, bench, trashcan or solar lighting
- 1.3.1.6 Repairing, replacing or pouring new concrete slabs
- 1.3.1.7 Fabricating partial or new furniture or shelters
- 1.3.1.8 Contractor may need to supply and use 6' tall chain link fencing to secure area so that no one is able to come near or enter a bus stop or work zone
- 1.3.1.9 Furnishing and placing Temporary Bus Stop signs at locations that have damaged or missing bus stop signs when repairing bus stops.

1.3.2 Contractor shall be required to perform various repairs on-site, as assigned by the Contract Administrator. Minor repairs shall be completed within three (3) days of assignment. Complex repairs shall be completed with seven (7) days.

1.3.3 Replacement materials shall be of equal or greater quality than existing materials.



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

1.4 REFURBISHMENT

- 1.4.1 The City's goal is to refurbish a portion of the shelter and transit furniture sites annually. All regional-style shelters and furniture are required to be painted in a powder-coated finish. Contractor shall be responsible for: all painting whether powder-coated or standard type paint is required by the Contract Administrator, removal, transport and retrieval of the painted shelter or furniture from the painter's shop. Contractor may be required to install replacement furniture immediately upon removal of units designated for powdercoat painting. The City will supply replacement furniture. Custom-style furniture shall be refurbished on-site. The Contractor shall furnish and place temporary bus stop signs at locations that are missing bus stop signs or are removed by the Contractor with the shelter to be refurbished.
- 1.4.2 All regional shelters and furniture are to be refurbished off-site; refurbishment is to reflect the appearance of being new. All regional-style shelters and furniture (except the copper roofs) shall be powder-coat painted with color: RAL 6004 unless otherwise specified by the Contract Administrator. Work may include metalwork, welding, cutting, grinding, and replacing pieces and parts to make the product to look as though it is new. The roof shall either be copper-coated or if fiberglass will be painted per sections 1.9, 1.10, and 1.11 to match the powder-coat finish.
- 1.4.3 All custom-style shelters and furniture are to be refurbished to reflect the appearance of being new. Custom shelter shall be required to be refurbished on-site. This may include metalwork, welding, cutting, grinding, and replacing pieces and parts, brickwork, woodwork, stuccowork and painting to make the shelter to look as though it is new. All regional-style furniture shall need to be painted to color: RAL 6004 unless otherwise requested by the Contract Administrator. Refurbishing and repairing shall be made per sections 1.9, 1.10, 1.11 and 1.12.
- 1.4.4 The City shall provide a list of shelters to be refurbished. The Contractor shall prepare a work schedule within 14 days of receipt of the list for Contract Administrator approval.
- 1.4.5 As shelters are being refurbished, the Contractor shall prepare a report to email to the Contract Administrator defining the work preformed. The report shall be received on a weekly basis by 4:00 p.m. each Monday, and clearly indicate work completed the previous week as compared to the schedule.

1.5 FURNITURE INSTALLATION

- 1.5.1 Contractor shall install, remove and/or relocate transit furniture at locations to be determined by the Contract Administrator. Regional-style shelters require a crane truck for removal and installation.
- 1.5.2 Tasks may include, but not be limited to:



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

**CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

- 1.5.2.1 Furniture installation and securement to concrete slab
- 1.5.2.2 Transportation of transit furniture to a designated bus stop site
- 1.5.2.3 Preparation of transit pad (i.e. countersink bolts, furniture leveling, etc.)
- 1.5.2.4 Removal of existing furniture to restore transit pad to safe condition (i.e. secure the site-no hazards such as bolts sticking up, broken concrete, etc.)
- 1.5.2.5 Transport furniture to other locations
- 1.5.2.6 Furniture relocation and re-installation

1.6 SOLAR LIGHTING INSTALLATION

- 1.6.1 Contractor shall install solar power lighting units on City-owned transit shelters as directed by the Contract Administrator.
- 1.6.2 Tasks may include, but not be limited to:
 - 1.6.2.1 Cutting hole in roof for light fixture and drilling mounting holes for fixture and solar panel
 - 1.6.2.2 Mounting solar unit box and components with tamper proof bolts and fastening solar panels
 - 1.6.2.3 Wiring solar unit and caulk entire fixture
 - 1.6.2.4 Making sure system works properly
 - 1.6.2.5 Refinishing roof area as needed
 - 1.6.2.6 Clean and Secure sight - no hazards/sharp objects, no debris

1.7 INVENTORY

- 1.7.1 On occasion, the Contractor may need to store City-owned furniture for a short period of time, such as, but not limited to, in-between installations or refurbishments. Contractor may be required to submit a monthly inventory report showing City inventory on-hand and what items have been moved each month. No inventory is to be used without written approval from the Contract Administrator. Storage costs, if applicable, are priced separately on the Price Sheet.

1.8 PAINTING

- 1.8.1 Custom-style shelters are painted on-site. For these shelters, the following guidelines shall be used:
 - 1.8.1.1 Use industrial maintenance enamel-gloss finish in the highest/best grade/premium paint product available. Paint in strict accordance with the manufacturer's recommendation. The following paint manufacturers have been approved for use: Frazee Deer-O Paints, Sherwin Williams, Dunn Edwards, The Valspar Corporation, and Home Depot.



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

**CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

1.8.1.2 Provide the best quality grade of the various types of coatings as regularly manufactured by one of the approved paint manufacturers. Materials not displaying the manufacturer's identification as a standard, best-grade product will not be accepted. Materials provided by the Contractor shall CONTAIN NO LEAD or lead products as required under applicable Federal laws and regulations.

1.8.1.3 Provide undercoat paint and thinners produced by the same manufacturer as the finish coat as part of a unified system of paint finish.

1.8.1.4 Color selection, unless otherwise specified by the City, shall be teal, Tiger Drylac RAL #6004, or equivalent, for all surfaces.

1.8.2 If required, the Contractor shall prepare panels for finish and color in advance, with the materials specified.

1.9 SURFACE PREPARATION

1.9.1 General

1.9.1.1 Examine surfaces to determine and locate conditions that will adversely affect the permanence and quality of the completed work. Repair as needed to provide a smooth surface for application of the paint coating.

1.9.1.2 Clean all surfaces scheduled to receive new paint coatings from all dirt, dust, oxidized paint film, loose and unsound paint coatings, and other foreign matter.

1.9.1.3 Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet, newly painted surfaces.

1.9.2 Metal Surfaces

1.9.2.1 Thoroughly clean surfaces to be free from dirt, oil and grease, loose and unsound paint coatings and other surface contaminants, which may impair the adhesion of the new paint coating.

1.9.2.2 Allow furniture to dry thoroughly before application of paint.

1.10 APPLICATION

1.10.1 Use equipment and materials as is recommended for application by the product manufacturer and ensure that integrity of the finish will not be jeopardized by use of the proposed equipment.



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

**CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

- 1.10.2 Provide finish coats that are compatible with prime paints used. Provide barrier coats over incompatible primers, or remove the primer and reapply as required.
- 1.10.3 Upon request, furnish information on the characteristics of the specific finish materials to ensure that compatible prime coats are used.
- 1.10.4 Provide paint finishes of even, uniform color, free from cloudy or mottled appearance. Promptly correct all non-complying work.
- 1.10.5 Touch up prime coats that have been damaged and touch up bare areas prior to start of finish coats application.
- 1.10.6 Allow sufficient drying time between coats, modifying periods as recommended by the material manufacturer to suit adverse weather conditions.

1.11 TECHNICAL SPECIFICATIONS

1.11.1 The following methods and procedures shall be used to refurbish shelters.

1.11.2 Stucco

1.11.2.1 Examine and locate all areas requiring stucco repair.

1.11.2.2 Repair stucco per City of Glendale Standard Details G-408 Design Guidelines to match existing stucco, prior to painting.

Portland Cement:	ASTM C150-86, Type I
Hydrated Lime:	ASTM C206-84, (1988) Type S
Aggregate:	ASTM C897-88, clean, natural
Finish Coat Aggregate:	Fine silica sand
Reinforcement:	Provide ½" long Owens-Corning fiberglass strands, alkali resistant.
Finish Coat:	Portland Cement by Western Stucco as accepted by the City of Glendale.
Portland Cement Plaster: (each coat)	One part cement to three parts sand. Hydrated lime may be added for plasticity in amount of 10% by weight or 25% volume.



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

First two (2) coats:	Include 1-½ pounds of fiberglass reinforcement per sack of cement.
Finish coat:	Use fine, screened sand as aggregate.
Color and Finish:	As approved by the City.
Application:	Apply in three coats to total thickness of 1", comply with ASTM C926.

1.11.3 Wood Surfaces

- 1.11.3.1 Shelters that are to be painted on-site shall be painted in accordance with the following guidelines. The contractor shall:
- 1.11.3.2 Clean wood surfaces until free from dirt, oil, unsound paint coatings, and other surface contaminants that may impair the adhesion of new paint coatings.
- 1.11.3.3 Use proper sandpaper to achieve a smooth finished wood surfaces. Sand sharp edges of paint film to a smooth feathered edge.
- 1.11.3.4 Fill, sand, and otherwise repair as needed, to provide a smooth surface for application of the new coating.

1.12 BUS STOP SLAB SPECIFICATIONS

- 1.12.1 New concrete slabs, replacements and repairs must comply with ADA standards per the ADA handbook section 5.4.1. The slope perpendicular to the roadway may be a maximum of 1:50 (2%), for the purpose of water drainage. Slope and elevation of the new slab shall match the slope and elevation of the existing sidewalk and shall have efficient drainage towards the streets. The slab shall be constructed in a way so that it does not allow the landscaping to drain on to the slab.
- 1.12.2 Slabs shall be class "A" per section 725 of the MAG Standards Specifications with a four (4") inch minimum depth. Expansion joints shall be located between the existing sidewalk and new slab. Expansion joint shall be a half inch (½") ASTM D-1751, per MAG section 729. Tooled control joints shall be one-inch (1") radius. Expansion joints and control joints shall match joint locations in the existing sidewalk adjacent to the bus shelter slab.
- 1.12.3 From time to time the Contractor may need to pour temporary asphalt slabs. These slabs must also comply to the ADA standards.



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

1.13 RESPONSE TIMES

1.13.1 Regular Response. Contractor shall respond to all calls for service in accordance with the established schedule negotiated between the Contractor and the Contract Administrator.

1.13.2 Emergency Response.

1.13.2.1 On rare occasions when in an emergency situation that present a danger to transit passengers, pedestrians or traffic flow, the Contractor shall respond to the location within one (1) hour. The Contractor must secure the area, make the area safe, make the area free of all hazards, clean up all debris and evaluate what repairs are necessary. The contract may also need to secure the area using 6' tall chain link fencing with "No Trespassing" signs to secure area so that no one is able to come near or enter a bus stop or work zone. The Contractor shall have 24 to 48 hours (depending on the situation as defined by the City Contract Administrator) to make the necessary repairs. In addition to Transit Management, police or fire staff may call in an emergency situation.

1.13.2.2 The 1-hour period begins when the phone call is placed. The Contractor shall be responsible to respond within the correct time even in the event that an answering service or answering machine receives the call. If the Contractor does not respond in the time allocated, the City shall have the right to call another service vendor and the cost shall be passed along to the Contractor for payment. All invoices received from the Contractor may be held until the service vendor has been paid.

1.13.2.3 Pricing for emergency callouts shall be paid in accordance with the Additional Pricing Schedule provided, and the costs involved will be itemized on the invoice separately from any regular labor repairs. The 24 to 48 hour repairs shall be priced within the Regular Response rates.

1.13.3 Unusual Response. On even more rare occasions, a situation may occur where the job site may require unusual means and/or equipment as specified by the Contract Administrator. When these occasions occur, the Contract Administrator shall contact the Contractor. The Contractor shall visit the site and determine what action and/or special equipment may be necessary. The Contractor shall email a quotation to the Contract Administrator with any unusual equipment required to complete the job. The Contractor may proceed only after approval from the Contract Administrator.

1.14 PERSONNEL REQUIREMENTS

1.14.1 Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment, tools, maintenance, cleaning supplies, paint and other consumables and accessories required to



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

**CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

perform the services designated in this RFP. All work shall be performed in strict accordance with the conditions, provisions, standards and specifications described herein.

1.14.2 Contractor shall provide an employee uniform, shirt or vest bearing the Contractor's name and/or logo. This attire must include fluorescent yellow or red with reflective stripes for visibility to traffic and for personnel safety.

1.14.3 Contractor shall not employ staff that does not have legal status to work in the United States to perform services under this contract.

1.14.4 The Contractor shall provide a 24-hour phone number to fulfill the requirements stipulated in Section 1.13, Emergency Response.

1.15 ADDITIONAL SERVICES

1.15.1 Additional tasks and services may be required for events and situations associated with providing comprehensive bus stop and passenger facilities maintenance. Additional services may include; temporary placement of transit furniture and slabs poured at other locations.

1.16 INSPECTIONS

1.16.1 Contract administrator and Contractor shall conduct joint inspections of areas after the repair. The City shall decide all questions that may arise as to the quality and acceptability of any work performed under the resultant contract.

1.17 PROPERTY DAMAGE

1.17.1 Contractor shall be responsible for repair of any damage to City property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the Transit Management. Any repair/restoration of these damages shall be performed at no cost to the City.

1.18 SAMPLES/DEMONSTRATIONS

1.18.1 Contractor may be required to furnish a sample of the goods and/or demonstration of the services provided. Any sample submitted and/or demonstration performed shall create an express warranty that the whole of the goods and/or services shall conform to the sample demonstration. All samples become the property of the City unless designated otherwise by the Contractor.



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

1.19 SECURITY

- 1.19.1 The Contractor shall provide adequate facilities to conduct business and storage of furniture, inventory and supplies, as well as space for repair work. Such facilities shall be adequate in size and shall be sure to protect furniture and inventory items. The Contractor shall be responsible for City property, supplies, tools, shelters, furniture, etc. when the property is in the Contractor's possession whether in storage or being transported.
- 1.19.2 The City does not assume any responsibility, at any time, for the protection of or loss of Contractor's materials, from the time the contract commences until the end of the contract.

1.20 STORM WATER REQUIREMENTS

- 1.20.1 The Contractor shall comply with all Federal, state and local environmental requirements. The Contractor must adhere to the City of Glendale's Storm Water Best Management Practices for painting, etc. If the Contractor has questions or concerns regarding the city's Storm Water Best Management Practices, or to obtain a copy of the practices, call the Office of Environmental Resources at (623) 930-2580.

1.21 SUBCONTRACTORS AND SUPPLIERS

- 1.21.1 Contractor shall identify and provide a list of all subcontractors and suppliers who will perform various specialized tasks, with the proposal.

1.22 BILLING

- 1.22.1 The Contractor shall submit itemized invoices by project or projects per location.



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

2.0 SPECIAL INSTRUCTIONS TO OFFERORS

2.1 PRE-PROPOSAL CONFERENCE No pre-proposal conference is scheduled for this RFP.

2.2 RETURN OF OFFER One (1) hard copy marked as "original", three (3) copies and (1) flash drive containing all original documents in PDF format. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the Submission Requirements section of this Request for Proposals (RFP). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 NOTICE
- 2.3.2 TABLE OF CONTENTS
- 2.3.3 SPECIFICATIONS, Section 1.0
- 2.3.4 SPECIAL INSTRUCTIONS TO OFFERORS, Section 2.0
- 2.3.5 SPECIAL TERMS AND CONDITIONS, Section 3.0
- 2.3.6 OFFER SHEET, Section 4.0
- 2.3.7 PRICE SHEET, Section 5.0
- 2.3.8 ADDENDUM, Return all addenda (if applicable)
- 2.3.9 ALL SUBMITTALS REQUIRED IN THE SPECIAL INSTRUCTIONS TO OFFERORS, Section 2.0

2.4 EVALUATION CRITERIA The criteria is listed with their relative weights.

- 2.4.1 FIRM & PERSONNEL QUALIFICATION & EXPERIENCE.....40%
- 2.4.2 METHOD OF APPROACH IN RESPONSE TO THE SPECIFICATIONS.....20%
- 2.4.3 COST.....40%

2.5 SUBMISSION REQUIREMENTS

Offerors shall provide written narrative responses on the evaluation criteria below. Proposals shall be presented in a complete, concise and effective response void of general answers or sales literature. When applicable, supporting documents may be attached and the appropriate criteria referenced. Offerors, at a minimum, shall submit the following information in the order presented below:

2.5.1 FIRM AND PERSONNEL QUALIFICATION AND EXPERIENCE

2.5.1.1 COMPANY PROFILE AND SERVICE HISTORY Offeror shall describe their firm's profile and history. Summary should include the firm's resources,



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

financial capability, staffing resources, number of years in business and similar history in providing the services required by the City. Offeror should describe how the company will provide the necessary resources to support this project. Offeror should state how long their firm has been authorized to perform the required services.

2.5.1.2 QUALIFICATIONS OF STAFF Offeror shall briefly describe the overall experience of the key staff members and their years of experience with similar type projects. Offeror shall list key personnel who will be assigned to this project as well as the list of equipment to be utilized. If selected for award, proof of proposed equipment must be provided to the Contract Administrator within ten (10) business days.

2.5.1.3 COMPANY PROJECTS AND REFERENCES Offerors shall submit a minimum of three references from any governmental agency, municipality, schools or companies which the Offeror has provided similar services within the last three (3) years. References shall include the company or agency name, contact person and title, telephone number, email address, dates of service, estimated cost and description of the services offered.

2.5.2 METHOD OF APPROACH

2.5.2.1 Offeror shall describe their company's approach to successfully perform the required services. Offeror shall describe their understanding of the specifications and requirements of this RFP and all the key elements that will need to be considered. Offeror should present a proposed work plan based on the SCOPE OF SERVICES that details the specific tasks to be completed.

If a portion of the work will be done by a subcontractor, Offeror shall identify which services will be subcontracted and provide the name and contact information of the proposed subcontractor.

2.5.3 COST Offerors shall completely fill out Price Sheet Section 5.0.

2.6 CONTRACT AWARD The City intends to award the contract to the responsible and responsive proposer whose proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in the RFP.

2.7 ALTERNATE OFFERS

Offers submitted as alternates must be submitted as an attachment referencing the specific paragraph numbers(s) and adequately defining the alternate submitted. Detailed service brochures and/or literature, suitable for evaluation, must be submitted with the Alternate Offer.



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

2.8 EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Offerors are expected to conform to the RFP terms and conditions and requirements. Offerors may list their exceptions to the solicitation by referencing the specific section and paragraph, subsection number or other identifier. For each exception, Offerors should quote the statement(s) to which they are taking an exception for reference during bid evaluation. The City has no obligation to accept any exception. Exceptions to City statutory requirements shall not be considered. Exceptions considered material, excessive or affecting vital terms, conditions or specifications may reduce the Offeror's prospect for award and/or render their offer non-responsive.

Offeror's Standard Terms and Conditions submitted with their bid will **not** be accepted by the City in lieu of the City's Terms and Conditions for contracts. Offerors submitting their own Standard Terms and Conditions with their bid will require negotiation.

If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.9 ESTIMATED QUANTITIES Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

2.10 PROPRIETARY INFORMATION Offerors shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

2.11 ADDITIONAL INVESTIGATIONS The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.

2.12 ADDITIONAL INFORMATION The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

- 2.13 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may also determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City may elect to score interviews and/or discussions as part of the evaluation criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.14 DISCUSSIONS AND BEST AND FINAL OFFERS** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.14.1 Determine in greater detail such Offeror's qualifications, and
 - 2.14.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - 2.14.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
 - 2.14.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Procurement Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.
- Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.16 OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any Offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

**CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

2.17 WITHDRAWAL OF OFFER At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the offer by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.18 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

2.19 CERTIFICATION By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

2.20 CONFLICT OF INTEREST The Offeror shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

- 2.21 INQUIRIES** Any question related to this RFP shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official offer due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

3.0 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Procurement Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All offers submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Procurement Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>

3.4 PRICE All prices quoted shall be firm and fixed for the specified contract period.

3.5 FOB DESTINATION Prices quoted shall be FOB destination to: City of Glendale, Arizona.

3.6 TERM OF AGREEMENT The term of this agreement shall be for a TWO (2) year initial period upon approval by the City Council.

3.7 OPTION TO EXTEND The City, may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional THREE (3) years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

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Glendale, Arizona 85301

writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

- 3.8 PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of 60 days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.9 DELIVERY TIME** All deliverables shall be made in accordance with the Specifications.
- 3.10 CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. If this occurs, the Contractor will be requested a negotiable quotation for the additional products or services. All changes shall be documented by formal amendment to the contract.
- 3.11 PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 3.12 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
- 3.13 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-Contractors.

3.13.1 MINIMUM SCOPE AND LIMIT OF INSURANCE



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
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Coverage shall be at least as broad as:

- 3.13.1.1 **Commercial General Liability (CGL):** Insurance covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.13.1.2 **Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3.13.1.3 **Workers’ Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured’s on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

CITY OF GLENDALE
Procurement Division
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Avenue, Suite 317
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required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 3.14 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-Contractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-Contractors, shall be considered the employees of such Contractor, or his sub-Contractor(s), and not the employees of the City.

- 3.15 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Procurement Division staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card.

- 3.16 WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.



SOLICITATION NUMBER: RFP 17-30

**BUS STOP INSTALLATION, MAINTENANCE AND
REPAIR SERVICES**

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Procurement Division
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- 3.17 LIQUIDATED DAMAGES** If the Contractor fails to perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay the City a fixed, agreed liquidated damage of \$25.00/day for each calendar day of delay. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the Contractor. The City shall determine what is beyond the control of the Contractor and his supplier.
- 3.18 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-Contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any sub-Contractors, warrants compliance with this section.
- 3.19 CONTRACT ADMINISTRATION** The Transit Superintendent or designee shall perform all Contract Administrative functions associated with this document.



SOLICITATION NUMBER:

RFP 17-30

DESCRIPTION:

**Bus Stop Installation, Maintenance & Repair
Services**

DUE DATE AND TIME:

April 28, 2017 at 5:00 PM (Local Time)

Best and Final Offers must be submitted via email. Please submit your response to: Elmer Garcia at egarcia1@glendaleaz.com.

Failure to provide this information within the stated time period may result in your proposal being deemed non-responsive, therefore, not considered for award.

~~BEST AND FINAL OFFEROR INFORMATION:~~

<u>Kyle J. Presler</u>	<u>SOUTHWEST FABRICATION, LLC</u>
Authorized Signature	Company's Legal Name
<u>KYLE J. PRESLER</u>	<u>22233 N. 23RD AVE.</u>
Printed Name	Address
<u>CONTROLLER</u>	<u>PHOENIX, AZ 85027</u>
Title	City, State & Zip Code
<u>623-587-4648 x109</u>	<u>623-492-0393</u>
Telephone Number	FAX Number
<u>4/27/2017</u>	<u>Kyle@sw-fab.com</u>
Date	E-mail Address



BEST AND FINAL OFFER

The evaluation committee evaluated all the proposals and has decided to proceed with the Best and Final Offer (BAFO) on the **Bus Stop Installation, Maintenance and Repair Services RFP**. The BAFO shall contain the Offeror's most favorable terms for price and services to be delivered. The BAFO will be evaluated as an adjustment to the scores already received by Offerors on their original proposal response.

The City of Glendale ("City") is requesting that you provide, (IN WRITING), a response to the following request (no later than the date and time indicated):

1. The Evaluation Committee has reviewed your pricing and discovered that some prices are above market rate and certain prices does not make sense. For example, it appears that it is less expensive to purchase a new bench than to refurbish one (see Price Sheet Item No. 5.27, "New Bench with vandal bars no back" is priced at \$425/each while Item No. 5.2, "Refurbishing a Metal Bench No Back" is priced at \$625/each.

The City is, therefore, requesting that you provide your most competitive pricing in the BAFO REVISED PRICE SHEET below. This request will amend your company's initial price proposal and will become your final price offer. Attached is your original Price Sheet for your reference. If you do not submit a REVISED PRICE SHEET, your previous price offer will be considered your Best and Final Offer.

5.0

REVISED PRICE SHEET

Offerors shall provide their pricing information below. All pricing shall include, but is not limited to, labor, salaries, employee benefits, equipment, tools, materials, supplies, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs.

Sales tax shall not be included in the UNIT PRICE for evaluation purposes. However, after contract award, the Contractor shall charge sales tax as a separate item in their invoices.

LOT A SHELTERS AND SHELTER FURNITURE REPAIR, REFURBISH, REMOVAL, INTALLATION, ETC. (Pricing should reflect Regular Response Times as defined in Section 1.13.1) (Pricing should include CRANE RENTAL in the Unit Price, if applicable)					
Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
5.1	Refurbishing a Regional-Style Shelter	Each	15	\$ <u>2700.00</u>	\$ <u>40,500.00</u>
5.2	Refurbishing a Metal Bench No Back	Each	15	\$ <u>300.00</u>	\$ <u>4,500.00</u>
5.3	Refurbishing a Metal Bench With Back	Each	15	\$ <u>400.00</u>	\$ <u>6,000.00</u>
5.4	Refurbishing a Trash Can	Each	15	\$ <u>250.00</u>	\$ <u>3,750.00</u>
5.5	Refurbishing a Bike Rack	Each	2	\$ <u>150.00</u>	\$ <u>300.00</u>
5.6	Installation of a Regional-Style Shelter	Each	15	\$ <u>350.00</u>	\$ <u>5,250.00</u>
5.7	Installation of a Metal Bench	Each	15	\$ <u>95.00</u>	\$ <u>1,425.00</u>
5.8	Installation of a Cement Bench	Each	2	\$ <u>200.00</u>	\$ <u>400.00</u>
5.9	Installation of a Trash Can	Each	15	\$ <u>75.00</u>	\$ <u>1,125.00</u>
5.10	Installation of a Solar Unit	Each	10	\$ <u>425.00</u>	\$ <u>4,250.00</u>
5.11	Installation of a Wood Bench	Each	2	\$ <u>100.00</u>	\$ <u>200.00</u>
5.12	Installation of a Bike Rack	Each	2	\$ <u>95.00</u>	\$ <u>190.00</u>
5.13	Removal of a Regional Shelter	Each	15	\$ <u>275.00</u>	\$ <u>4,125.00</u>
5.14	Removal of a Metal Bench	Each	15	\$ <u>75.00</u>	\$ <u>1,125.00</u>
5.15	Removal of a Trash Can	Each	15	\$ <u>65.00</u>	\$ <u>975.00</u>
5.16	Removal of a Cement Bench	Each	2	\$ <u>150.00</u>	\$ <u>300.00</u>
5.17	Removal of a Bike Rack	Each	2	\$ <u>70.00</u>	\$ <u>140.00</u>
5.18	Relocation of a Regional Shelter	Each	5	\$ <u>625.00</u>	\$ <u>3,125.00</u>

5.19	Relocation of a Metal Bench	Each	5	\$ 170.00	\$ 850.00
5.20	Relocation of a Trash Can	Each	5	\$ 140.00	\$ 700.00
5.21	Relocation of a Cement Bench	Each	2	\$ 300.00	\$ 600.00
5.22	Relocation of a Bike Rack	Each	2	\$ 165.00	\$ 330.00
Sub-Total for LOT A					\$ 80,160.00

LOT B NEW BUILT SHELTERS AND FURNITURE (Pricing should reflect Regular Response Times as defined in Section 1.13.1) (Pricing should include CRANE RENTAL in the Unit Price, if applicable)					
Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
5.23	New Shelter 12' with back screen, side screen with curved roof	Each	2	\$5,300.00	\$10,600.00
5.24	New Shelter 12' with mid screen, side screen with curved roof	Each	2	\$6,500.00	\$13,000.00
5.25	New Shelter 13' with back screen, side screen with curved roof	Each	2	\$5,900.00	\$11,800.00
5.26	New Shelter 13' with mid screen, side screen with curved roof	Each	2	\$7,600.00	\$15,200.00
5.27	New Bench with vandal bars no back	Each	5	\$ 435.00	\$ 2,175.00
5.28	New Bench with vandal bars and back	Each	5	\$ 850.00	\$ 4,250.00
5.29	New Trash Can	Each	5	\$ 425.00	\$ 2,125.00
Sub-Total for LOT B					\$59,150.00

GRAND TOTAL FOR LOT A and B (Item No. 5.1 through 5.29)	\$139,310.00
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OTHER OPTIONAL ITEMS

The Offeror shall provide pricing for the following items. The City may use these items on an "as needed" basis. These items are not included in the bid evaluation process. The City reserves the right to accept or reject these items when deemed to be in the best interest of the City. Upon acceptance by the City, these items shall become part of the contract.

Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
5.30	Purchase and installation of a new Solar Unit (see Section 1.6)	Each	1	\$1,300.00	\$1,300.00
5.31	Labor rate for Emergency Callout (see Section 1.13.2.3)	Hour	1	\$ 75.00	\$ 75.00

5.32	Labor rate for additional services (see Section 1.15)	Hour	1	\$ <u>55.00</u>	\$ <u>55.00</u>
5.33	Labor rate for Concrete work based on a Slab 4" thick, 25' X 6' using requirements of Section 1.12	Each	1	\$ <u>1,850.00</u>	\$ <u>1,850.00</u>
5.34	Percentage Mark Up on Cost of Concrete Material (if any)	%			<u>10</u> % Mark Up on Cost of Concrete

5.35 TAX AMOUNT Offeror should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 5.98 %

5.36 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

☐ Yes, I will accept payment under this contract with the Procurement Card.

☒ No, I will not accept payment under this contract with the Procurement Card.

5.37 DELIVERY Offeror agrees that all services shall be performed or delivered in accordance with the SPECIFICATIONS.

Company Name: SOUTHWEST FABRICATION, LLC



Southwest Fabrication, LLC

22233 North 23rd Avenue
Phoenix, AZ 85027

623-587-4648
Fax 623-492-0393

Solicitation Number: RFP 17-30

Bus Stop Installation, Maintenance and Repair Services

BAFO Prices:

OTHER OPTIONAL ITEMS

Refurbishing of Solar Lighting (including solar panel). \$1,075.00/Each

Refurbishing of Solar Lighting (excluding solar panel). \$695.00/Each

New Shelter 12' with back screen, side screen with curved roof, includes solar lighting. \$6,500.00/Each

New Shelter 12' with mid screen, side screen with curved roof, includes solar lighting. \$7,700.00/Each

New Shelter 13' with back screen, side screen with curved roof, includes solar lighting. \$7,100.00/Each

New Shelter 13' with mid screen, side screen with curved roof, includes solar lighting. \$8,800.00/Each



Southwest Fabrication, LLC

22233 North 23rd Avenue
Phoenix, AZ 85027

623-587-4648
Fax 623-492-0393

Solicitation Number: RFP 17-30

Bus Stop Installation, Maintenance and Repair Services

Submission Response:

Section 2.5.1.1 Company Profile and Service History

Southwest Fabrication, LLC operates on a 7-plus acre manufacturing facility in North Phoenix. Since our inception in 1997, Southwest Fabrication, LLC has been fabricating, refurbishing, maintaining, repairing, removing and installing bus stop furniture for transit agencies throughout Arizona. We have successfully completed transit projects as small as a few hundred dollars and as large as many million dollars. We currently have over 40 employees and many of our employees are certified welders. We have two mobile crane trucks that are equipped for removing and installing bus stop furniture. Southwest Fabrication, LLC has enjoyed the privilege to be awarded similar contracts to this one from the City of Glendale in the past, so we are well aware of and capable of performing the responsibilities and requirements that this contract will entail.

Section 2.5.1.2 Qualifications of Staff

For this contract, Southwest Fabrication, LLC anticipates utilizing the following staff members:

Michael J. Hintze, Production Manager: Mike has been a licensed General Engineering Contractor in the Valley for over 20 years and is currently a Member of Southwest Fabrication, LLC. He has extensive experience in all aspects of company management and operations. He will be the main contact for the City of Glendale on this contract.

Kyle J. Presler, CPA Controller: Kyle has been an Arizona licensed CPA since 1992 and is currently a Member of Southwest Fabrication, LLC. His duties for this contract will be contract administration and billing activities.

John Shipman, BSE Estimating: John has a Bachelor of Science Degree in Engineering and is responsible for Southwest Fabrication's estimating and design. John has over 15 years of experience in metal fabrication. His responsibilities under this contract will be to provide cost estimates as well as design services as needed.

Sean Graber, Safety and Quality Control Manager: Sean has many years of experience in the construction industry and is OSHA Safety certified. Sean's responsibilities for this contract will be to ensure proper safety measures are established and followed as well as making sure that the quality our products are up to our normal superior standards.



Southwest Fabrication, LLC

22233 North 23rd Avenue
Phoenix, AZ 85027

623-587-4648
Fax 623-492-0393

Mike Herman, Shop Manager: Mike Herman has over 25 years of metal fabrication experience and he oversees the company shop operations and logistics. Mike's responsibilities for this contract will be maintaining proper supervision and staffing as well as making sure we meet expected completion dates.

Robb Vaughan, Shelter Shop Manager: Robb has over 30 years of metal fabrication experience and he oversees the shelter shop. His responsibilities for this contract will be to ensure that the products are produced/refurbished according to the contract specifications.

Ron Sartin, Jr., Shelter Field Operations Manager: Junior has over 15 years of experience in all phases of construction activity and many years of crane operation. His responsibilities under this contract will be to properly remove and install the bus stop furniture.

List of Equipment:

- (2) Mobile crane trucks < 15 ton capacity
- (10+) Welding machines
- (3) CNC Plasma Tables
- (1) CNC Punch Press (makes perforated steel)
- (2) CNC Press Brakes
- (2) CNC Shears
- (5) Band Saws
- (1) Sandblast Booth
- (2) Paint Booths
- Multiple vehicles including (2) Semi Tractor/Trailer units

Section 2.5.1.3 Company Projects and References

Please see the attached Reference sheet that lists many of our current customers and the contact information. Southwest Fabrication, LLC emphasizes the following recent projects:

City of Glendale – Similar contract as this one for the past 5 years and over \$500,000.

City of Phoenix – Contract with the same products and services as this one from October 2012 to October 2016 and over \$4.5M.

City of Tempe – Shelter refurbishment project in 2016 for over \$250,000.

Section 2.5.2 Method of Approach

Under this contract, Southwest Fabrication, LLC anticipates that most of the work will be issued via e-mail from the City of Glendale Transit Department that lists the location and the product or service that the City wants performed. Based on the type of request, Southwest Fabrication, LLC will then perform the required task or provide a cost estimate for the City's consideration. Southwest Fabrication, LLC will



Southwest Fabrication, LLC

22233 North 23rd Avenue
Phoenix, AZ 85027

623-587-4648
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always keep the public's safety as an utmost priority. All of the fabrication, refurbishment, removal and installation portions of this contract will be performed by Southwest Fabrication's in house personnel and equipment. Items that are powder coated will be sent to local powder coat facilities that Southwest Fabrication, LLC has worked with for many years. Southwest Fabrication will perform minor concrete work with our own personnel, but will use local concrete contractors for more complex pads or projects as required.



Southwest Fabrication, LLC

22233 North 23rd Avenue
Phoenix, AZ 85027-1906

623-587-4648
Fax 623-492-0393

References

City of Glendale Transit
6210 W. Myrtle Ave. Bldg. S
Glendale, AZ 85301

Contact: Jeff Henry
Office: 623-930-3516 Cell: 623-680-9839
E-mail: jhenry@glendaleaz.com

NAIPTA (Northern Arizona
Intergovernmental Public Transit Authority)
3773 N. Kaspar Dr.
Flagstaff, AZ 86004

Contact: Wade Forrest
Office Phone: 928-526-8002
Mobile Phone: 928-853-3730
E-mail: wforrest@naipta.az.gov

City of Chandler Transit
215 E. Buffalo Street
Chandler, AZ 85225

Contact: Jason Crampton
Office Phone: 480-782-3402
E-mail: jason.crampton@chandleraz.gov

City of Mesa – Transit
3320 N Greenfield
Mesa, AZ 85215

Contact: David Calloway
Office Phone: 480-644-4131
E-mail: david.calloway@mesaaz.gov

City of Phoenix Transit
302 North 1st Avenue, Suite 900
Phoenix, AZ 85003

Contact: Herb Munoz
Office: 602-256-3211 Cell: 602-370-1448
E-mail: herb.munoz@phoenix.gov

Salt River Project
998 West Washington
Tempe, AZ 85281

Contact: Bill Santucci
Phone: 602-236-8627
E-mail: bill.santucci@srpnet.com

Arizona Public Service
2043 West Cheryl Drive
Phoenix, AZ 85021

Contact: Kari Spire
Office: 602-371-6709 Cell: 602-980-1710
E-mail: kari.spire@aps.com

City of Mesa - Streetlights
300 East Sixth Street
Mesa, AZ 85211

Contact: Richard Woodward
Phone: 480-644-3141
E-mail: richard.woodward@mesaaz.gov

Town of Gilbert – Streetlights
900 East Juniper Ave
Gilbert, AZ 85234

Contact: Conrad Ramon
Office: 480-503-6434 Cell: 480-283-4966
E-mail: conrad.ramon@gilbertaz.gov

City of Tempe Transit & Poles
P.O. Box 5002
Tempe, AZ 85280

Contact: Scott Balck
Office: 480-350-8295 Cell: 480-204-4254
E-mail: scott_balck@tempe.gov

City of Phoenix – Traffic Signal Poles
200 W. Washington St., 6th Floor – STR
Phoenix, AZ 85003

Contact: Bruce Littleton
Office: 602-262-4690 Cell: 302-423-6599
E-mail: bruce.littleton@phoenix.gov



Southwest Fabrication, LLC

**22233 North 23rd Avenue
Phoenix, AZ 85027**

**623-587-4648
Fax 623-492-0393**

Solicitation Number: RFP 17-30

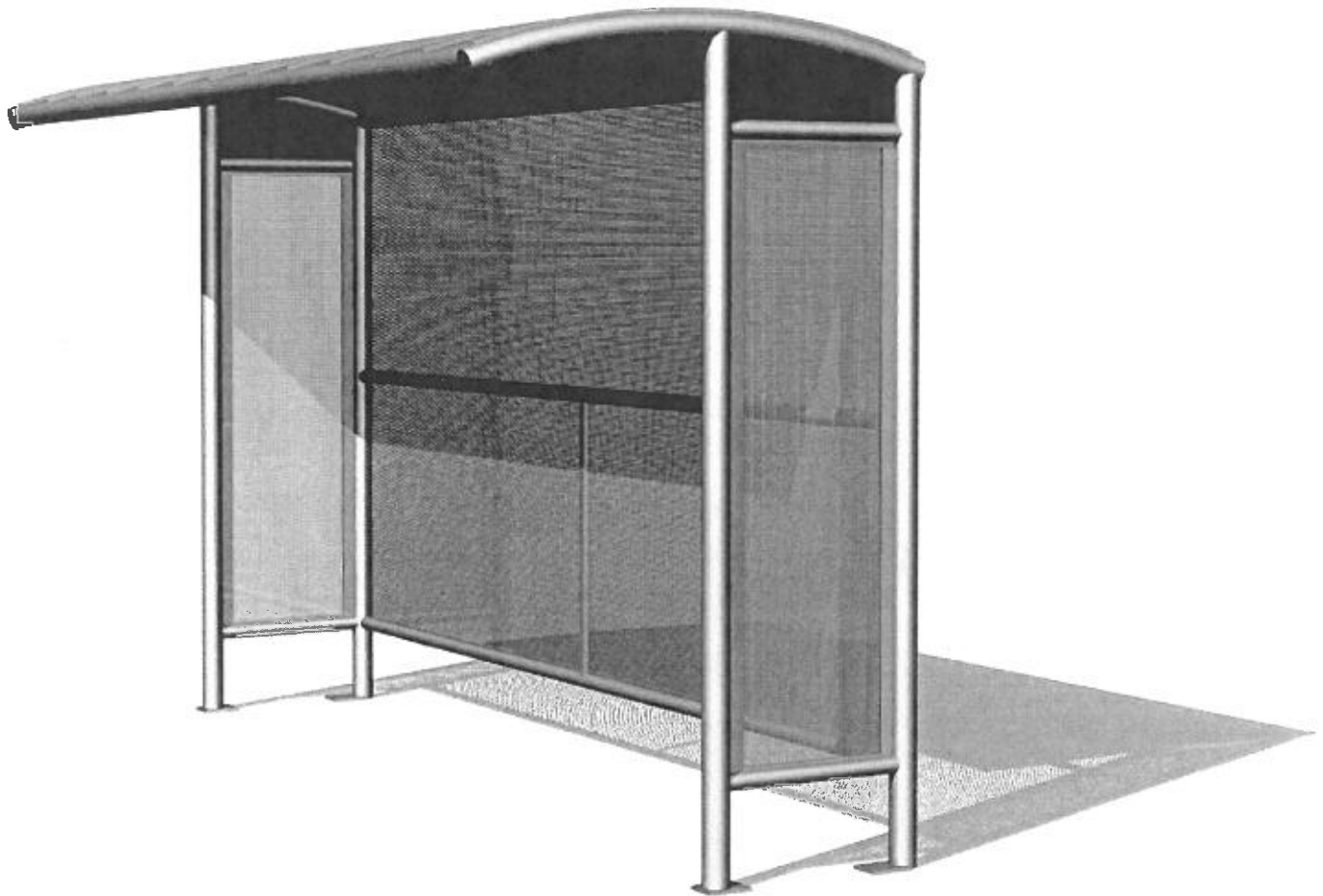
Bus Stop Installation, Maintenance and Repair Services

Cut sheets of the proposed new manufacture furniture for Lot B follow.

The unit prices do not include installation and the shelter prices do not include solar lighting.



Primavera



PRIMAVERA 12' SHELTER WITH BACKSCREEN - PM12BS
10' SHELTER WITH BACKSCREEN - PM10BS

PM



Primavera

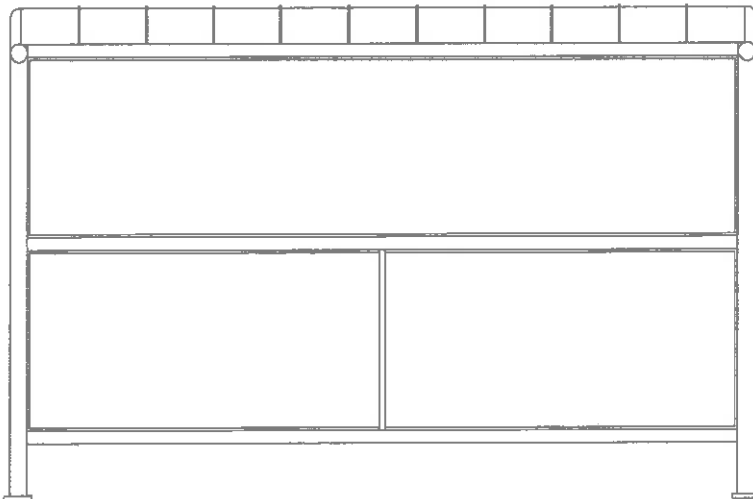
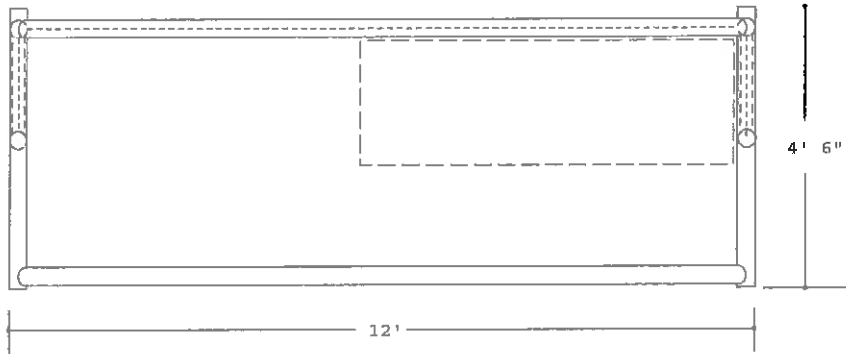
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 Furnishings

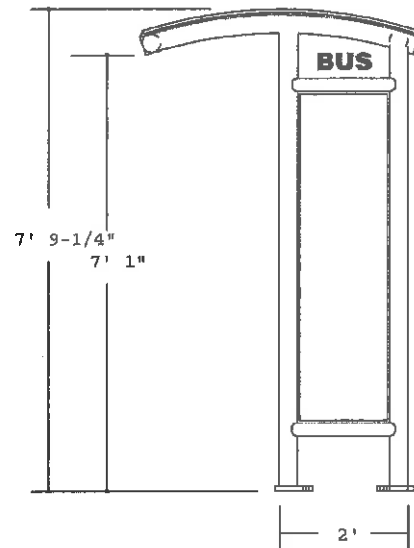
Transit passenger shelter, constructed of bent steel pipe and 16-gauge, 42% perforated vertical steel screens rivet-fastened to C-channel frames, allowing for air circulation. Utilizes a shade screen fixed along entire back length of shelter. Removable roof design allows for ease in shipping, installation and maintenance.

- Coating: Oven-baked powder coating, color as requested.
- Size: PM12BS - 12' long x 4' 6" deep x 7' 9-1/4" tall (7' 1" to lowest point of roof).
- Size: PM10BS - 10' long x 4' 6" deep x 7' 9-1/4" tall (7' 1" to lowest point of roof).
- Frame: 3-1/2" O.D. standard pipe, coped, welded.
- Anchoring: 1/2" anchor bolts through welded steel footing plate.
- Roof: Standing-seam steel roof.
- Logo Panel: Plexiglass panel with vinyl decal.
- Optional Lighting Ceiling-mounted incandescent fixture with polycarbonate fixture florescent or solar lighting systems available.

TOP VIEW



FRONT VIEW



SIDE VIEW

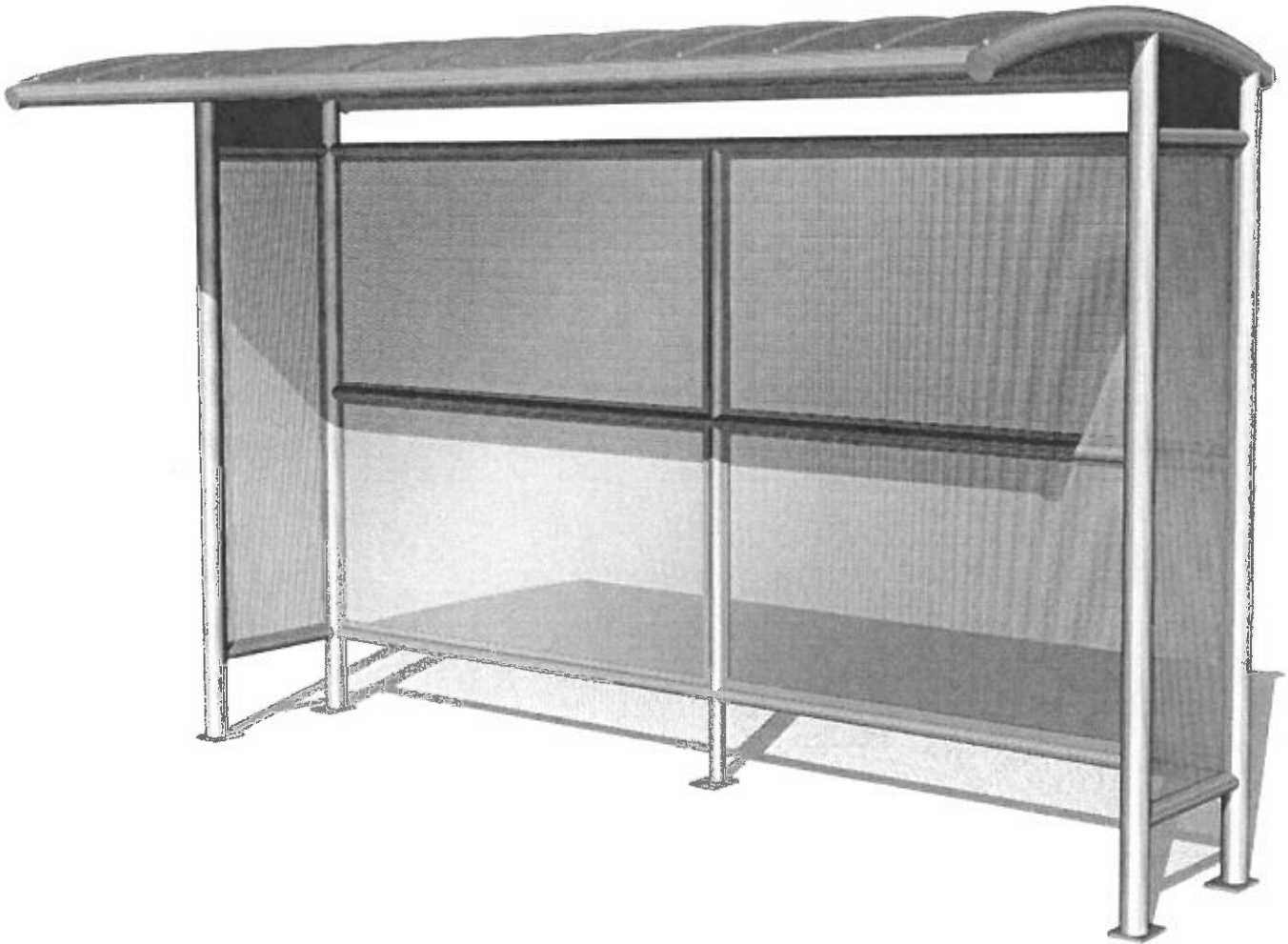


PRIMAVERA 12' SHELTER WITH BACKSCREEN - PM12BS
10' SHELTER WITH BACKSCREEN - PM10BS

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Primavera



PRIMAVERA 13' SHELTER WITH BACKSCREEN - PM13BS

PM



Primavera

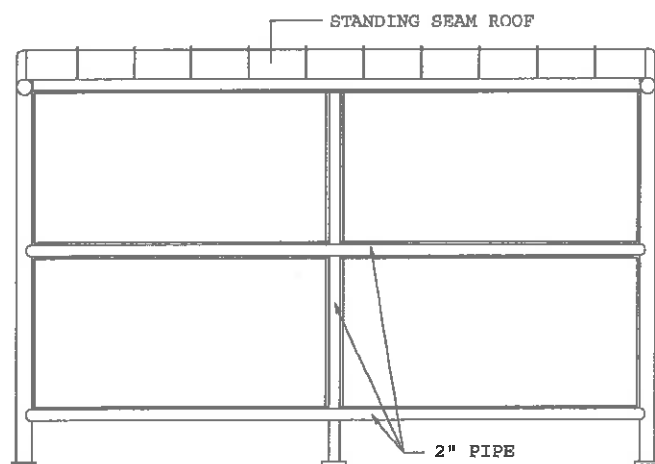
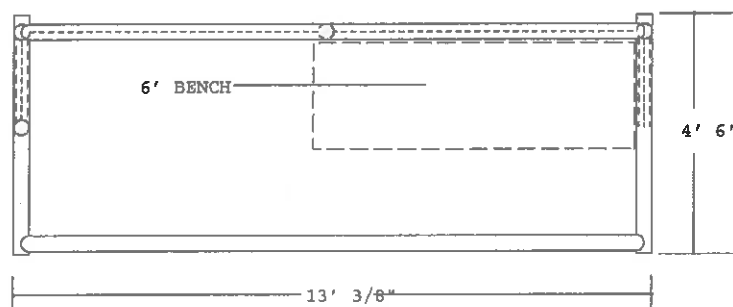
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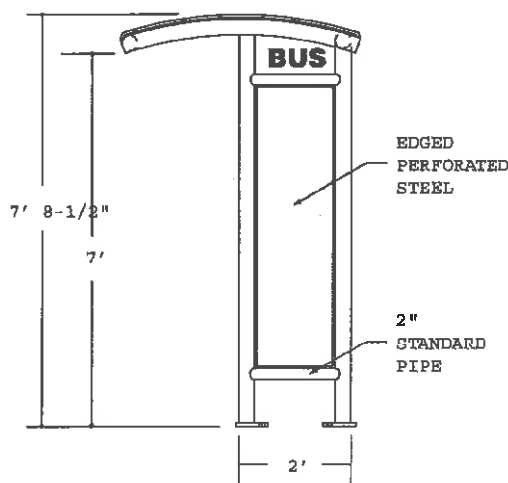
Transit passenger shelter, constructed of bent steel pipe and 16-gauge, 42% perforated vertical steel screens rivet-fastened to C-channel frames, allowing for air circulation. Utilizes a shade screen fixed along entire back length of shelter. Removable roof design allows for ease in shipping, installation and maintenance.

- Coating: Oven-baked powder coating, color as requested.
- Size: 13' long x 4' 6" deep x 7' 8-1/2" tall (7' to lowest point of roof).
- Frame: 3-1/2" O.D. standard pipe, coped, welded.
- Anchoring: 1/2" anchor bolts through welded steel footing plate.
- Roof: Standing-seam steel roof.
- Logo Panel: Metal panel with vinyl decal.
- Optional Lighting Ceiling-mounted incandescent fixture with polycarbonate fixture florescent or solar lighting systems available.

TOP VIEW



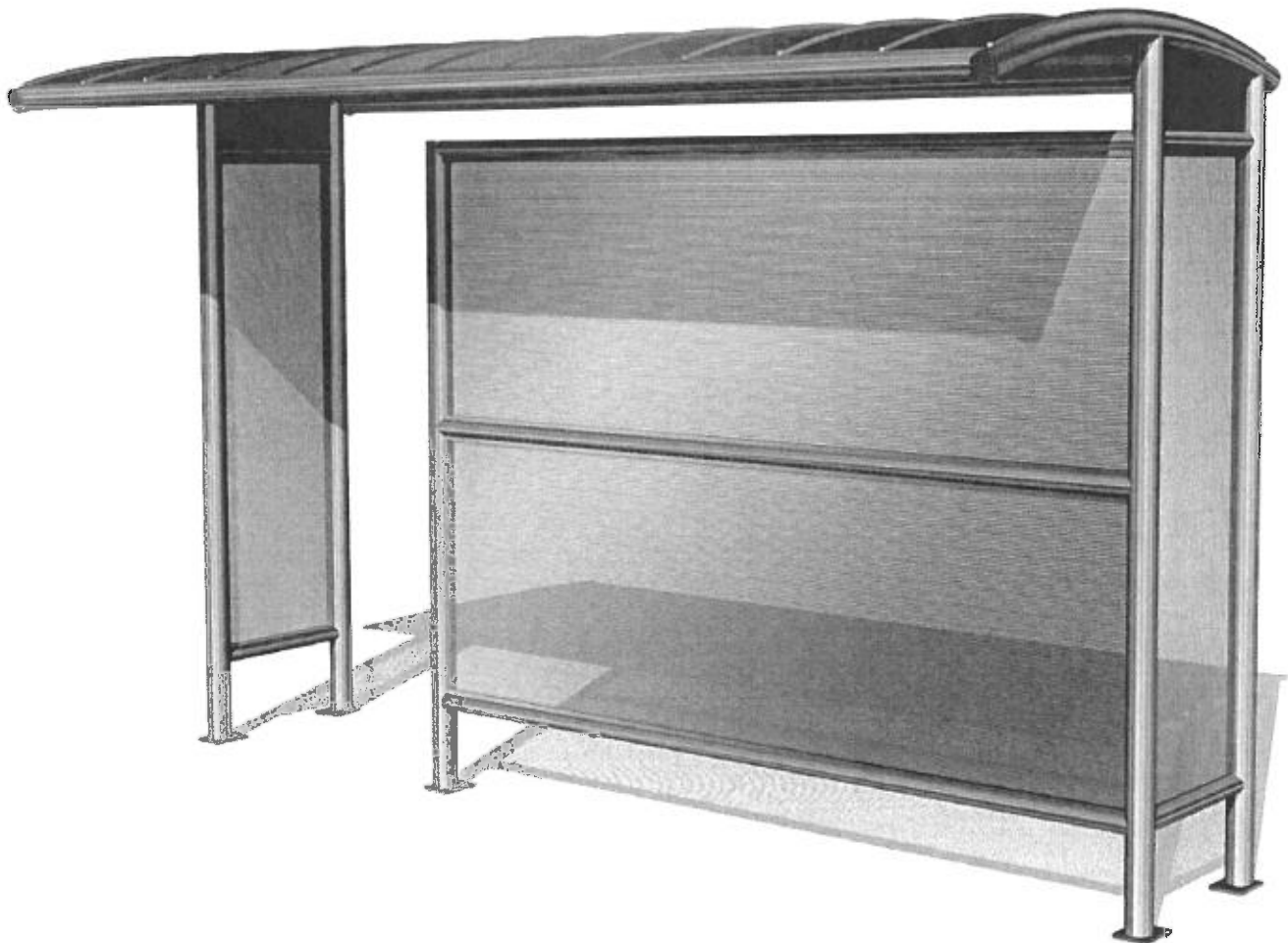
FRONT VIEW



SIDE VIEW

PM

PRIMAVERA 13' SHELTER WITH BACKSCREEN - PM13BS



PRIMAVERA 13' SHELTER WITH MIDSCREEN - PM13MS
12' SHELTER WITH MIDSCREEN - PM12MS





Primavera

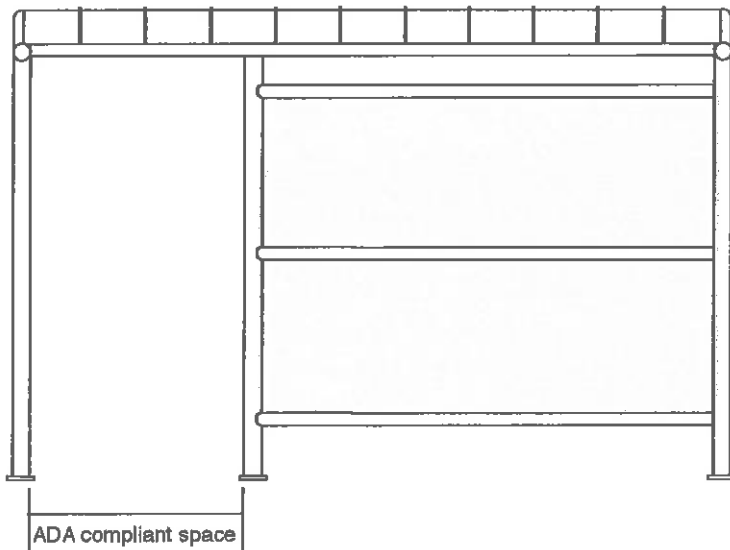
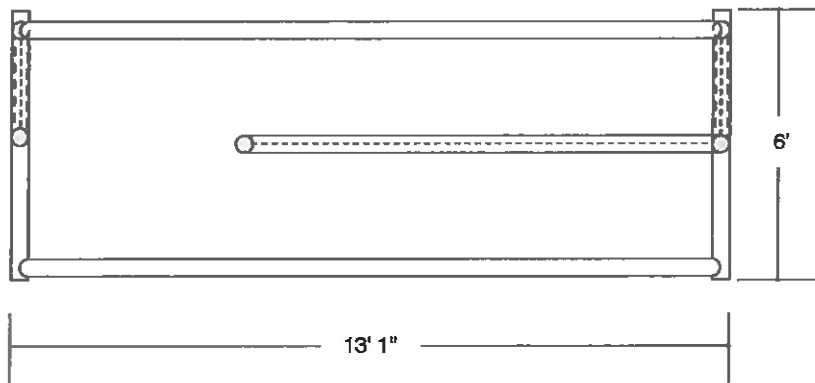
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URBAN & LANDSCAPE FURNITURE

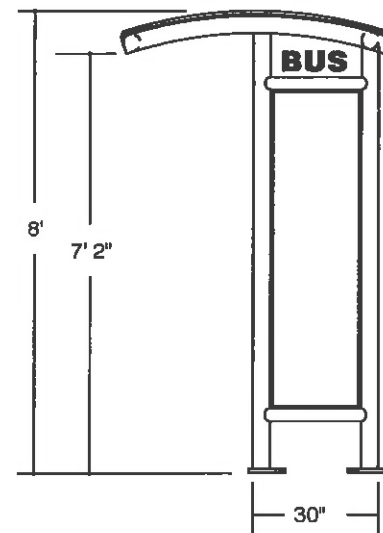
Transit passenger shelter, constructed of bent steel pipe with a shade screen of 42% perforated steel screen lengthwise in the center of the shelter, with an ADA compliant pass-through. Removable roof design allows for ease in shipping, installation and maintenance.

- Coating: Oven-baked powder coating, color as requested.
- Size: PM13MS - 13' long x 6' deep x 8' tall (7' to lowest point of roof).
- Size: PM12MS - 12' long x 6' deep x 8' tall (7' to lowest point of roof).
- Frame: 3-1/2" O.D standard pipe, coped, welded.
- Anchoring: 1/2" anchor bolts through welded steel footing plate.
- Roof: Standing-seam steel roof.
- Logo Panel: Plexiglass panel with vinyl decal.
- Optional Lighting: Ceiling-mounted incandescent fixture with polycarbonate fixture, fluorescent or solar lighting systems available.

TOP VIEW



FRONT



SIDE VIEW

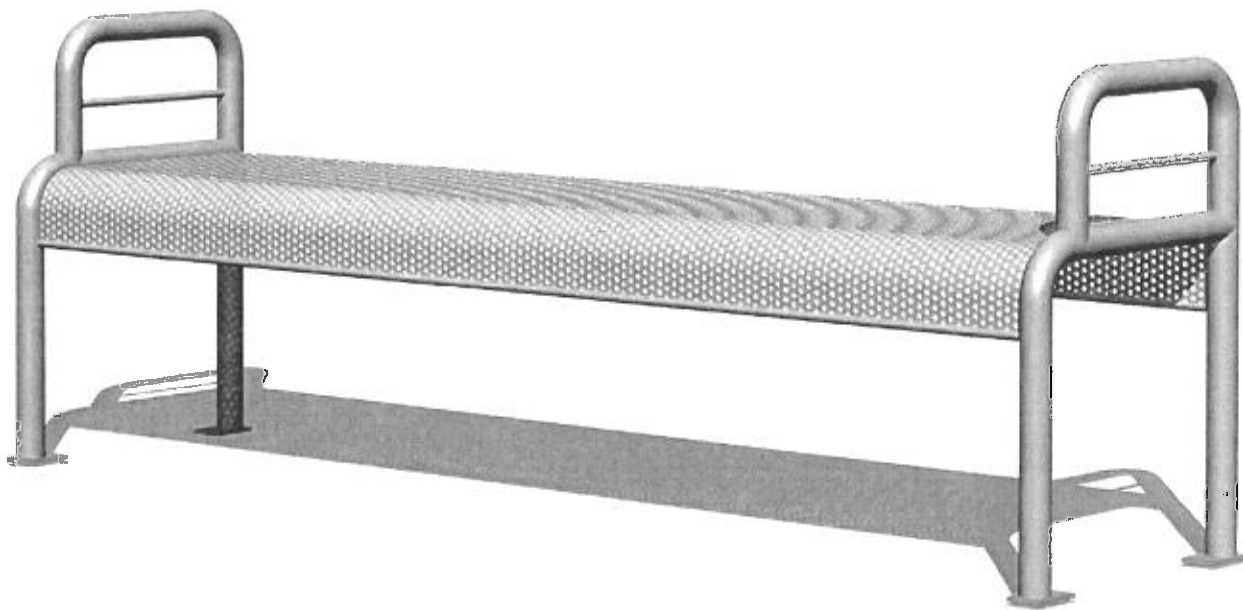
PM

PRIMAVERA 13' SHELTER WITH MIDSCREEN - PM13MS
12' SHELTER WITH MIDSCREEN - PM12MS

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Oasis



OASIS 6' BENCH WITH ARMS - OAB6

OA



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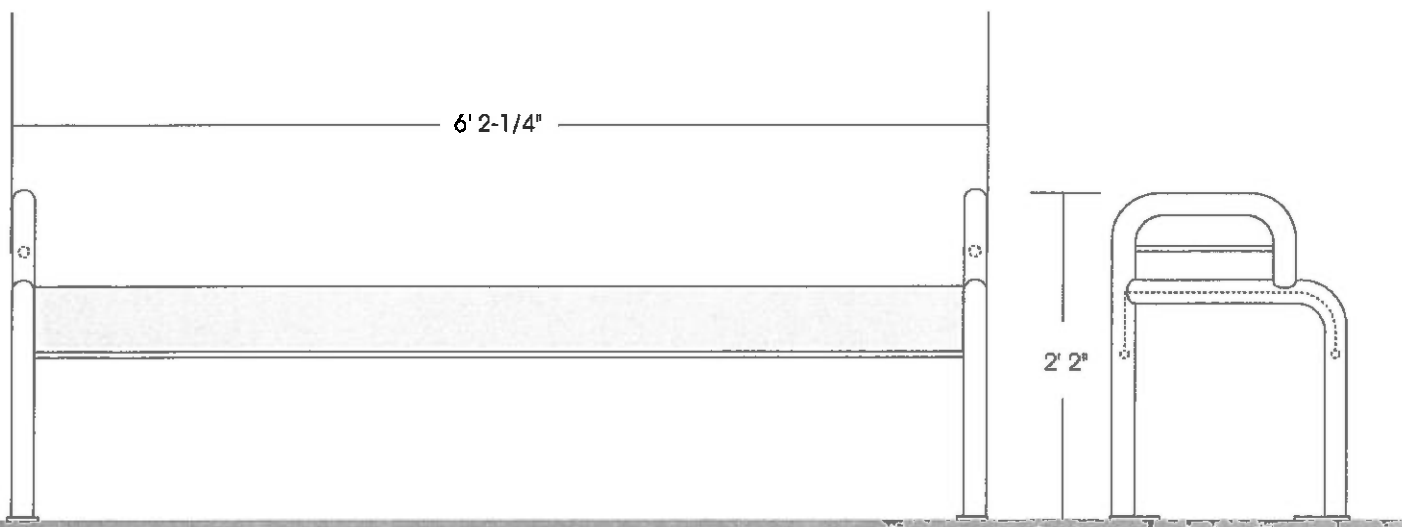
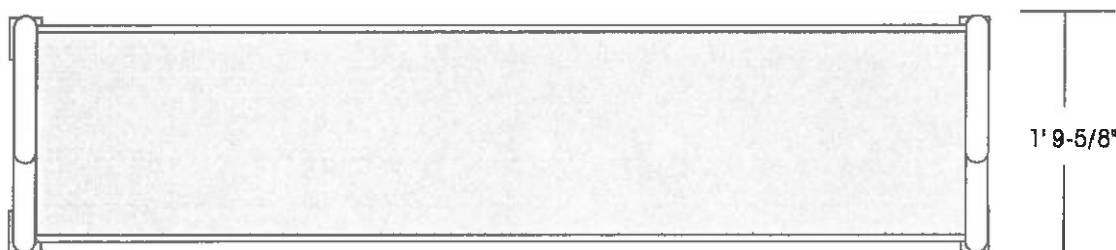
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Oasis

Backless bench with arms constructed of 10-gauge perforated steel and pin-fastened welded pipe.

- Coating: Oven-baked powder coating. Color as requested.
- Size: OAB5: 5' 2-1/4" long x 1' 9-5/8" deep x 2' 2" tall.
- Size: OAB6: 6' 2-1/4" long x 1' 9-5/8" deep x 2' 2" tall.
- Frame: 1-5/8" x .120 tube, coped, welded.
- Anchoring: 1/2" anchor bolts through welded steel footing plate.
- Vandal bars are available to prevent sleeping.

Top



Front

Side

OA

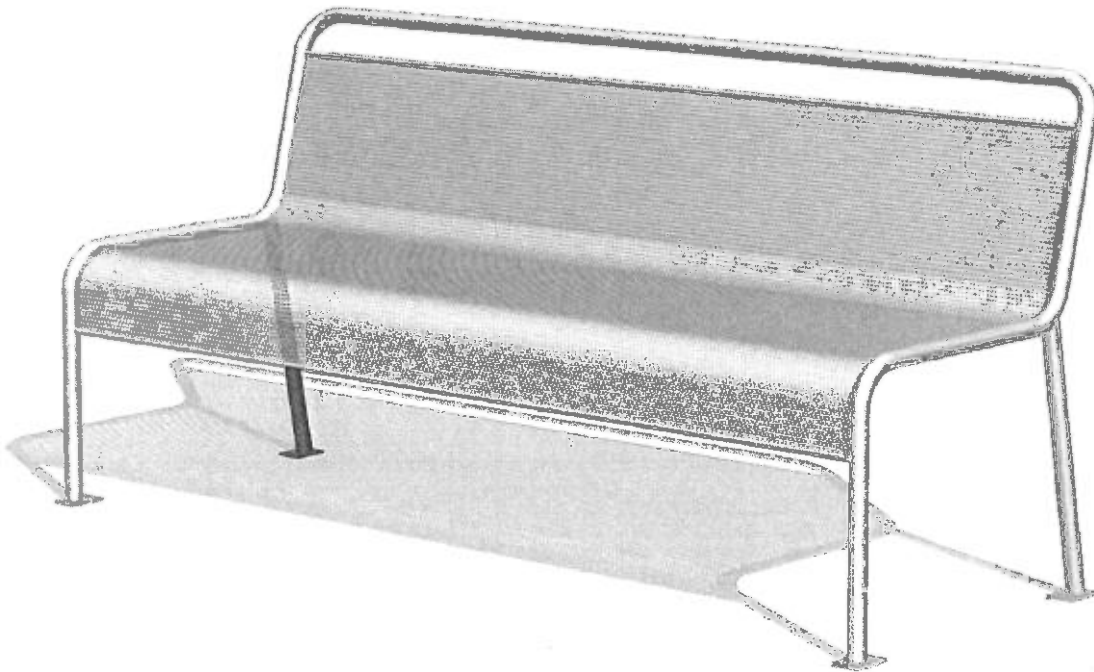
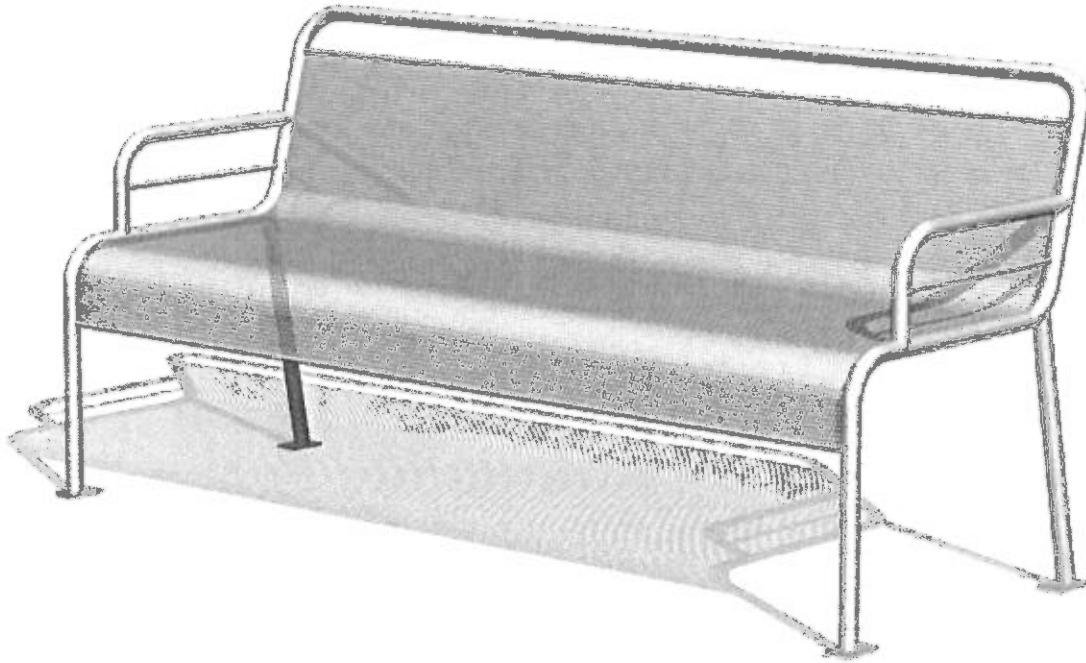
OASIS 6' BENCH WITH ARMS - OAB6

Plus (1) VAGRANT BAR

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Oasis



OASIS 6' BENCH WITH BACK AND ARMS - OABA6
6' BENCH WITH BACK - OABB6

OA



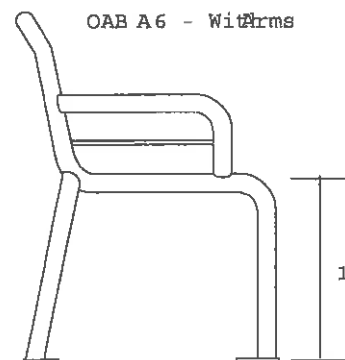
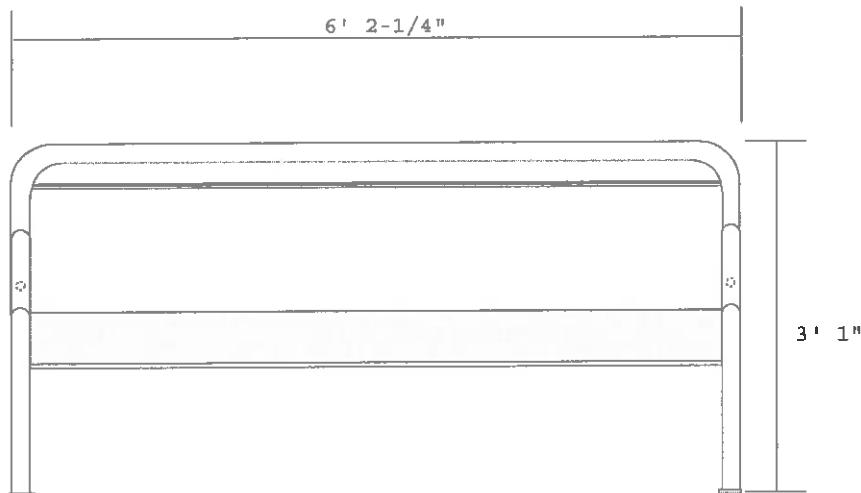
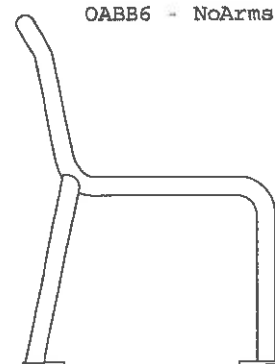
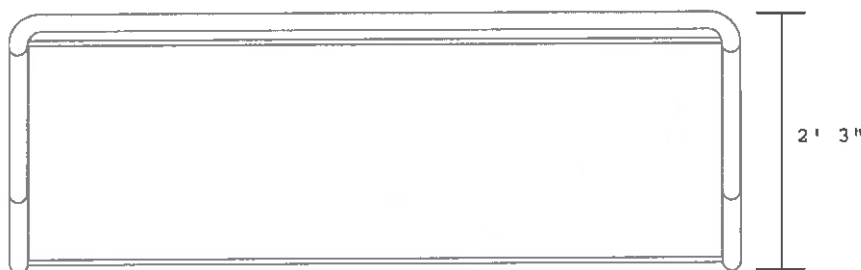
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Oasis

Bench with back and arms constructed of 10-gauge perforated steel and pin-fastened welded pipe.

- Coating: Oven-baked powder coating. Color as requested.
- Size: OABA6 (or OABB6 without Arms): 6' 2-1/4" long x 2' 3" deep x 3' 1" tall.
- Size: OABA5 (or OABB5 without Arms): 5' 2-1/4" long x 2' 3" deep x 3' 1" tall.
- Frame: 1-5/8" x .120 tube, coped, welded.
- Anchoring: 1/2" anchor bolts through welded steel footing plate.
- Bolt-on disks or vandal bars are available to prevent sleeping.



OA

OASIS 6' BENCH WITH BACK AND ARMS - OABA6
6' BENCH WITH BACK - OABB6

Plus (1) VAGRANT BAR

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Shown with optional Ash Um lid



OASIS

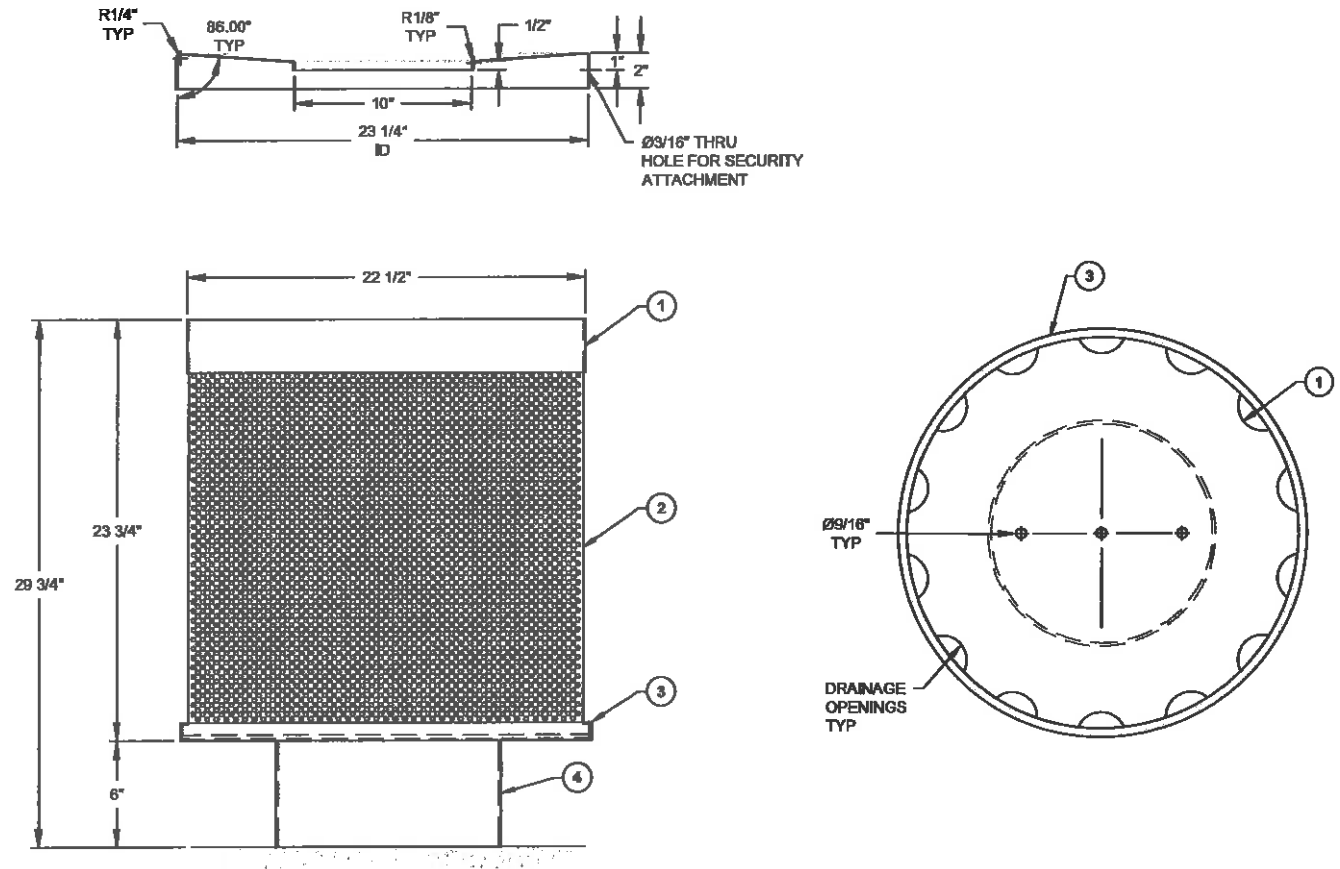
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Trash receptacle constructed of perforated steel with pin-fastened pipe pedestal. Includes steel lid secured with vandal-resistant hardware.

- Coating: Oven-baked powder coating. Color as requested.
- Size: OATR20 (20 Gallon) – 2' wide x 2' 0" high.
- Size: OATR30 (30 Gallon) – 2' wide x 2' 5-3/4" high.
- Size: OATR40 (40 Gallon) – 2' wide x 2' 7-3/4" high.
- Anchoring: One 1/2" anchor bolt through bottom of pedestal. Shelter side-mounting available with some shelter/ receptacle combinations.
- Ash-urn option available.



Oasis 30 Gallon Trash Receptacle
Model: OATR30

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