

# REQUEST FOR BIDS

**PROJECT NAME: Bus Wrap Services**

**RFB SERIAL NUMBER: 2020-202**



## **Northern Arizona Intergovernmental Public Transportation Authority**

**Flagstaff, Arizona**

**Issued: Friday, August 16, 2019**

**Deadline for Questions: Friday, August 30, 2019**

**Bids due by: Friday, September 13, 2019**

## **1.0 Introduction**

Northern Arizona Intergovernmental Public Transportation Authority (hereafter known as NAIPTA) is seeking bids in the manner specified herein from an Independent Contractor to provide Bus Wrap Services.

### **1.1 Scope of Service**

- Production and installation of full wrap on intercity motor coaches.
- Production and installation of decals for bus number located on the back of coach. Decals to be approx. 12” W x 4” H. Each decal to have a unique number.
- High resolution artwork (layered Photoshop file) to be provided by NAIPTA. Vendor to provide proofs for NAIPTA review and approval
- Time/period for installation to be two (2) days per bus.
- Additional buses for full wrap may be included as needed.
- “Stripping” of wraps on buses when required.

#### **1.1.1 Production Process for Full Wrap:**

- Screen print on 3M Premium film IJ180cv3-10 (or approved equal) with photo graphics provided by NAIPTA. Bus windows (indicated by red outline) will need to be printed on perforated clear Focus Window Perf 65/35 & Curvlam Laminate or approved equal.
- . Submit proposed material for NAIPTA approval.

#### **Bus Wrap Installation**

Wrap to cover both sides including windows, front, rear and above windows with photo graphics provided by NAIPTA.

- Surface prep and installation per manufacturer guidelines.
- Graphic images to align across panel joints.
- Edges of graphic film to align with panel edges on bus.

## **1.2 RFB Information**

### **1.2.1 RFB Timeline**

RFB Issued

Final Date for RFB Clarification Requests and /or Questions

Answers to Questions Release

Due Date for RFB

### **1.2.2 NAIPTA Contact Persons**

All questions related to this **RFB and the bid process** must be sent via email and should be directed to:

**Heather Thornton, Purchasing Specialist**  
**Email: [purchasing@naipta.az.gov](mailto:purchasing@naipta.az.gov)**

### **1.3 RFB Registration**

In order to obtain information and/or register for this RFB a Respondent must:

Register as a vendor on the following website:

<https://mountainline.az.gov/naipta-information/purchasing/>;

The following information should be provided: company name, contact person's name, company, address, telephone number, and email address.

### **1.4 Submission Information Requirements**

NAIPTA reserves the right to accept or reject any or all Bids or any part of a Bid and to waive any informality and accept the most favorable Bid to meet the best interest of NAIPTA.

Bids must be in the actual possession of NAIPTA on or prior to the exact time and date indicated in section 2. Schedule of Events. Late bids will not be considered. Bids must be submitted via email with the following information in the subject line of the email:

- a. Solicitation Serial Number, as provided by NAIPTA (required in subject line of email)
- b. Name of the Solicitation, as indicated by NAIPTA (required in subject line of email)
- c. Name and address of the Contractor
- d. Contact name, email, and phone number

A bid may be withdrawn upon the submission of written, signed request submitted by the Contractor prior to the due date and time. A bid may not be amended or withdrawn after the due date and time. Northern Arizona Intergovernmental Public Transportation Authority

A responsive Bid package includes the following:

1. A letter of transmittal by the person(s) with the authority to bind the Bidder, to answer questions, or to provide clarification concerning submitted Bids;
2. One (1) original complete electronic copies of the Bidder's technical specifications, including delivery information, agreement to scheduled requirements, and bid;
3. Completed W-9 with Vendor name and Tax Identification Number;
4. Completed certificates, etc. (see bidder checklist); and
5. Completed forms and affidavits, completed

Per NAIPTA Purchasing Policy incorporating A.R.S. § 11-254.01, award will be made with reasonable promptness to the Bidder whose bid best conforms to the Scope of Work and will be most advantageous to NAIPTA with respect to price, delivery options, and other factors.

If NAIPTA is unable to successfully negotiate an agreement with the highest rated Bidder, NAIPTA may, begin negotiations with the next highest rated Bid, cancel the RFB and re-solicit or completely cancel the RFB.

### Proprietary Information

Any information contained in the Bid that the Bidder considers proprietary must be clearly identified as such. NAIPTA will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and any court rulings.

### Late bids, Modifications, or Withdrawal of Bids

Any bid or modification of bids received at the NAIPTA office designated in the solicitation after the exact time specified for receipt will not be considered.

A bid may be withdrawn in person or by written request by a bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

## **1.5 Questions Concerning the Project**

### **1.5.1 Verbal and Written Questions**

Bidders must submit substantive questions, comments, and concerns **in writing** via email to the contact person identified above if they desire additional information on the project. NAIPTA will not answer questions via telephone in order to ensure fairness in the provision of project information among all prospective vendors. Written questions must be received no later than deadline defined in section 1.3.1. Questions will be answered in writing and distributed to all Bidders on the RFB distribution list. Questions should be addressed to the appropriate RFB contact person in section 1.3.2.

### **1.6 Protest Procedures**

Any Bidder objecting to the recommendation of award, rejection of a Bid, solicitation procedures of an RFB or any portion thereof, must submit a written protest to the Administrative Director. This protest must be submitted prior to the Board of Directors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Administrative Director within five (5) business days from notification of the recommendation. A complete description of the protest procedures may be found in NAIPTA Purchasing Policy. A copy of the Policy may be obtained by contacting the Administrative Director, 928-679-8908, or on the NAIPTA website at <https://mountainline.az.gov/naipta-information/purchasing/>.

## **1.7 Obligations & Requirements**

### **1.7.1 Obligations**

The contents of the RFB and the commitments set forth in the selected Bids shall be considered obligations, if an agreement ensues. Failure to accept these obligations may result in cancellation of the award. The agreement will bind the bidder to furnish and deliver at the bid price, and in accordance with conditions of said accepted Bid and specifications for ninety (90) calendar days after the opening of the Bid.

The Bidder's products and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards and ordinances, regardless of whether they are referred to by NAIPTA. The Bidder shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

All known subcontractors to this Project must be indicated in the submittal. No subcontract will be construed as making NAIPTA a party of or to such subcontract, or subjecting NAIPTA to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the successful Bidder of liability and obligation under such party's agreement with NAIPTA; and despite any such subletting; NAIPTA shall deal through the successful Bidder. Subcontractors will be dealt with as workers and representatives of the successful Bidder.

The award will not be final until NAIPTA and the successful bidder have executed a mutually satisfactory agreement(s). No activity may begin prior to the execution of an agreement between the successful bidder and NAIPTA.

If the successful bidder refuses or fails to execute the agreement, NAIPTA may award the agreement to another bidder whose Bids comply with all the requirements of the RFB and any addenda thereto.

NAIPTA reserves the right to cancel an award immediately if new state or federal regulations or policies make it necessary to change the service purpose or content substantially or to prohibit any such goods and services.

All Bids may be rejected if the Board determines that rejection is in the public interest.

#### State and Local Law Disclaimer

The rights and duties of the parties hereto shall be determined by the laws of the State of Arizona and to that end the agreement shall be considered as a contract made and to be executed in the City of Flagstaff, Arizona and the State of Arizona. Court of Common Pleas in and for Coconino County shall have original jurisdiction over any legal matters arising from this tender.

NAIPTA's Purchasing Policy incorporates by reference, and is designed to be in accordance with, ARS § 11-254.01. The Board of Directors has adopted and approved this Purchasing Policy.

#### Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

#### Single Bid Response

If only one bid is received in response to the Request for Bid, a detailed cost Bid may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost Bid to determine if the price is fair and reasonable.

#### Interest of Members or Delegates to Congress

The Contractor agrees that it will not allow any member of, or delegate to, the Congress of the United States to any share or part of this award or to any benefit arising there from.

## **2.0 Instructions to Bidders**

See following page for table that must be included with submission.

## 2.1 Bidder Checklist

A. Transmittal Letter	
B. Complete Bidder Checklist Bidder must include this completed checklist	
C. Bidder Information (Attachment A, The Bid)	
D. Project Information (Attachment A, The Bid)	
E. Comparable Projects in Size & Scope (Attachment A, The Bid)	
F. Proposal Pricing (Attachment A, The Bid)	
G. Exceptions to RFB Requirements and/or provisions. (Attachment B) Bidder must note any specifications that are not agreeable and include a description of alternatives for consideration and acceptance by NAIPTA.	
H. Disclosure of Responsibility Statement (2 pages) (Exhibit A.1, Exhibit A.2)	
I. Insurance Requirements (Exhibit B)	
J. Acknowledgement of Addenda (Exhibit C) Should addenda relative to this RFB be released by NAIPTA, bidders must include a signed acknowledgment of receipt for each addendum	
K. Completed W-9 with Vendor name and Tax Identification Number (Exhibit D)	
L. Completed Past Performance Surveys (Exhibit E)	

## 2.2 Agreement to NAIPTA RFB Requirements and/or Provisions Form (Attachment B)

Bidder should mark each applicable box and provide a detailed explanation of each exception in addition to approved or optional alternatives.

## 2.3 Pricing

The Bidder must submit a complete price Bid. Sufficient descriptions or narrative detail should also be provided so that NAIPTA may assess the reasonability of the price Bid and assure equal evaluation of all Bidders. Bidders who fail to provide sufficient detail or separately itemize expenses may be deemed non-responsive.

Bid price shall be F.O.B. Flagstaff, including delivery to NAIPTA using point, unless otherwise indicated in the Bid specification. Federal excise tax, if there is such a tax involved, shall be excluded in every case. However, the amount of the excise tax excluded shall be stated by the vendor submitting the Bid. Bid prices shall be firm. All relevant state and local taxes shall be included in the final Bid amount shown. Out-of-state purchases are subject to a 6.5% Arizona use tax, and out-of-state Bidders are responsible for computing this tax and including it in the final Bid amount shown.

## 3.0 Evaluation Criteria

An evaluation committee established by NAIPTA will assess the Bids received. The committee may elect to award to a Bidder without further discussion, or may determine that no Bidder meets the needs of NAIPTA.

During the evaluation process and selection process, committee members may not disclose information from one Bidder to another Bidder. All information provided by Bidders shall remain confidential after the conclusion of the procurement process, to the extent possible by law.

An Evaluation Team will review and analyze each Bid. Bids will be evaluated and scored per the following criteria:

Max points \* Quality Level = Score

<b>Evaluation Factors</b>	<b>Max Points</b>	<b>Quality Level</b>	<b>Score</b>
<b>Delivery of product in a timely manner</b>	30		
<b>Price</b>	50		
<b>3 Past Performance Surveys</b>	20		
<b>TOTAL POSSIBLE</b>			<b>100</b>

The Quality Level will be based on the following scoring method:

<b>Quality Level</b>	<b>Points</b>	<b>Description</b>
Excellent	100%	Meets all requirements.
Good	75%	Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.
Fair	50%	Does not meet all requirements; strengths and weaknesses do not offset one another equally.
Poor	25%	Serious doubt exists about ability to meet needs but may be sufficient; significant weaknesses without offsetting strengths.
Deficient	0	Will not meet minimum needs.

### 3.1 Selection Process

The selection process will be conducted in a manner providing maximum full and open communication.

Based upon the completed evaluation in section 3.0, the evaluation committee will recommend which Bidder demonstrate the best value contracting opportunity for NAIPTA.

NAIPTA reserves the right to investigate the qualifications of all Bidders and to confirm any part of the information furnished by a Bidder, and/or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the Work.

### 3.2 Award

After scoring is complete, the Project Manager will make award recommendation to NAIPTA's General Manager and the Board of Directors for final award and authorization. At their discretion, the General Manager and/or the Board of Director's may choose to invite the recommended Supplier to provide additional information prior to authorizing award of this RFB.

NAIPTA will not be deemed to have authorized an award until NAIPTA and successful Supplier have formally executed an agreement..



**EXHIBIT A.1  
DISCLOSURE OF RESPONSIBILITY STATEMENT**

**1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.**

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**2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)**

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**3. List any convictions or civil judgments under state or federal antitrust statutes.**

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**4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.**

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**5. List any prior suspensions or debarments by any governmental agency.**

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**6. List any contracts not completed on time.**

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**7. List any penalties imposed for time delays and/or quality of materials and workmanship.**

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**8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.**

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I, \_\_\_\_\_, as \_\_\_\_\_ Title & Authority  
Name of individual

Of \_\_\_\_\_, declare under oath that the above statements, including  
(Company Name

any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

NOTARY:

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_,

201\_\_ by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

\_\_\_\_\_  
Notary public

My Commission expires:

\_\_\_\_\_

**Exhibit A.2**  
**AFFIDAVIT BY CONTRACTOR**  
**CERTIFYING THAT THERE WAS NO**  
**COLLUSION IN PROPOSING FOR CONTRACT**

\_\_\_\_\_ being first duly sworn deposes and says:  
(Name of Company Representative)

That she/he is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Company)

and that pursuant to Section 112 (C) of Title 23 USC, he/she certifies as follows:

That neither he/she nor anyone associated with the said

\_\_\_\_\_

(Name of Company)  
has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the proposal for the:

**NOTARY:**

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_,

201\_\_ by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

\_\_\_\_\_  
Notary public

My Commission expires:

\_\_\_\_\_

## EXHIBIT B: INSURANCE REQUIREMENTS

### *INSURANCE REQUIREMENTS*

A. Contractor shall obtain and submit to NAIPTA before any Services are performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits.

Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

- i. Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.

- ii. Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work and to continue to include NAIPTA as an Additional Insured for the entire 10-year period.
- iii. Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- iv. Broad Form Property Damage coverage, including completed operations or its equivalent.
- v. An endorsement including NAIPTA, each of the Partners, and any other party required to be included as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- vi. An endorsement stating: “Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.”
- vii. Coverage must be on an “Occurrence” form. “Claims Made” and “Modified Occurrence” forms are not acceptable.
- viii. Coverage to include general aggregate limits on a “per project” basis.

4. Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

5. Errors & Omissions Liability

(Applicable any design/engineering services are part of Work)

Per Occurrence	\$3,000,000
Aggregate	\$5,000,000

Any claims made retro-active data shall be clearly shown on the Certificate of Insurance and shall be effective prior to the commencement of any work

Coverage provided must have no exclusion for design-build projects. Designer must provide evidence of coverage for nine (9) years beyond completion of the Project in the form of a renewal insurance policy certificate and/or the purchase of an extended reporting period endorsement should the policy be cancelled or non-renewed

6. Pollution Legal Liability

Per Claim/Aggregate

\$1,000,000

(Applicable as to any pollutants or hazardous waste exposures as part of Work)

Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

7. Other Requirements

- i. All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- ii. All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A- VII. All coverage forms must be acceptable to NAIPTA.
- iii. Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to NAIPTA prior to commencement of any Work. Failure of NAIPTA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NAIPTA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. NAIPTA shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by NAIPTA.
- iv. Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- v. NAIPTA reserves the right, in its sole discretion, to require higher limits of liability coverage at NAIPTA's expense if, in NAIPTA's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to include additional parties in interest to be Additional Insureds.
- vi. In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- vii. In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- viii. Contractor shall maintain "all risk" property insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or

worked upon away from the Project site. NAIPTA shall be included as additional insured under such insurance.

- B. NAIPTA and Contractor waive all rights against each other and against NAIPTA and the Partners for damages caused by fire or other perils covered by Contractor's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.
- C. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor shall comply with the more stringent provisions.

**ATTACHMENT B: EXCEPTIONS TO RFB REQUIREMENTS  
AND/OR PROVISIONS**

Respondents must use this section to state any exceptions to the RFB requirements and/or any requested language changes to the terms and conditions, contract, etc.

This is the only time Respondents may contest these issues. Requests for changes after the date Responses are due will not be considered and could subject the Respondent to non-award on grounds of non-responsiveness.

Please sign and include this statement with your Response.

I have read NAIPTA's RFB Provisions and:

- I accept them
- I have stated my exceptions and have included them in this Response.

\_\_\_\_\_  
**Printed Name of Authorized Individual**

\_\_\_\_\_  
**Name of Submitting Firm**

\_\_\_\_\_  
**Signature of Authorized Individual**

\_\_\_\_\_  
**Date**



**Exhibit E**  
**Past Performance Survey**  
**RFP Serial Number**

Past Performance Survey of:

\_\_\_\_\_

**(Name of Company Being Surveyed)**

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Northern Arizona Intergovernmental Public Transportation Authority, NAIPTA, collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above has listed you as a reference for a past project they have completed. We would greatly appreciate it if you would take a few moments to complete this survey.

The first half of the survey contains open ended questions that help us to better understand your working relationship with the individual or firm. The second section of the survey asks for you to rate the individual or firm in several areas based on your past experience.

Client Name: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project Name: \_\_\_\_\_

**Section 1: Working Relationship Questions**

Please describe your relationship with the firm or individual (types of projects etc.):  
(Please feel free to add a document or attachment if there is not enough space below.)

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What did you like best about this company or individual? (Please feel free to add a document or attachment if there is not enough space below.)

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Thank you for your time and effort in assisting the NAIPTA in this important endeavor.

**Please email the completed survey to: [purchasing@naipta.az.gov](mailto:purchasing@naipta.az.gov)**

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