REQUEST FOR BIDS

PROJECT NAME: OFFSITE UNLEADED FUELING

RFB SERIAL NUMBER: 2023-230

Northern Arizona Intergovernmental Public Transportation Authority

Flagstaff, Arizona

Issued: August 12, 2022

Deadline for Questions: August 31, 2022

Bids due by: September 9, 2022
1.0 Introduction

Northern Arizona Intergovernmental Public Transportation Authority (hereafter known as Mountain Line) provides fixed-route and paratransit service throughout Flagstaff, Arizona, operating nine (9) bus routes with a service span of 16 hours weekdays and 14 hours on weekends. Mountain Line maintains a fleet of 28 hybrid electric buses, 8 Cutaway vans, and 17 support vehicles. Mountain Line is seeking bids for offsite fueling for unleaded and diesel.

1.1 Scope of Service

Mountain Line wishes to secure an offsite fueling options for Gasoline and Diesel refueling station(s). The Proposer shall provide refueling station(s) that are operational and open 24 hours a day, seven (7) days per week. If only one station is available, the Proposer shall provide options for providing refueling services meeting all the following requirements. The refueling station(s) must be accessible to all Mountain Line vehicles and heavy equipment. Bidder should include the following items:

- The refueling station(s) shall provide product that meets the following requirements:
  - Gasoline will be reformulated unleaded 87-octane regular gasoline and shall comply with most recent American Society for Testing and Materials “ASTM” D4814 or latest edition standard specifications for automotive gasoline. The anti knock index (RON + MON/2) must be in compliance with ASTM D4814 or latest edition as it relates to unleaded regular gasoline. THE MINIMUM ANTI-KNOCK OCTANE FOR REFORMULATED UNLEADED REGULAR GASOLINE SHALL BE 87.
  - Diesel fuel shall be all purpose ultra low sulfur diesel (ULSD) fuel oil intended for use in all types of diesel engines under all normal conditions of service. The diesel fuel shall comply with ASTM D-975, Grade No. 1-D S15—A special-purpose, light middle distillate fuel for use in diesel engine applications requiring a fuel with 15 ppm sulfur (maximum) and higher volatility than that provided by Grade No. 2-D S15 fuel, with a cetane rating of 45. Cetane rating will be computed using the ASTM D-976 method. Using this standard, a required octane rating of 45 has a tolerance, but with this tolerance, it may not be lower than 40 cetane. The calculated cetane method will be used to determine cetane rating of fuel delivered. Please refer to ASTM D-976, latest edition, for test method to ensure cetane rating of 45 is being delivered. No cetane enriching additives are to be used. Only ultra low sulfur No. 2 diesel fuel with sulfur content of 0.0015% or less will be accepted.
- The Proposer shall provide a fleet/credit/gas card method of payment. The card reporting features must identify the following information:
  - vehicle number
  - mileage
  - type of product
  - unit cost
  - amount of fuel dispensed
  - extended cost
  - time
  - Location
  - user
- This must also include a detailed explanation of the activity reports to be provided and the format of the emailed transaction report of Mountain Line’s vehicle. A sample of all reports should be attached as an appendix to the proposal.
- Detailed explanation of the method and hours of operation of fuel locations.
- Must identify, by street address, the firm's fueling site locations, hours of operation, and types of fuel available at each site within 10 miles of 3773 N Kaspar Dr Flagstaff AZ. A map of all fueling sites must be attached as an appendix to the proposal.
• Must list the products they can pull from the terminal and the capacity they can pull of those products. Respondents must state a policy for assuring fuel will be available to Mountain Line in case of emergencies or fuel shortages.
• Account set-up policies.
• Policies regarding provision of fueling card(s) initially and for replacement cards; and any other such details
• Pricing policy State their price structure for a Mountain Line fueling. Any other service or administrative charges must also be stated and explained (e.g., cost for account set-up, issuing of security cards, replacement of lost cards, requested management reports, maintenance of fueling locations, etc.). Respondents must include a statement regarding their price increase policy for the duration of the contract
• The Proposers are to use for posting prices a terminal pipe operator doing business in Arizona or refinery postings in Phoenix, Arizona. Prices will escalate or decrease off changes on average weekly product prices for both gasoline and No. 2 ultra low sulfur diesel fuel per Oil Price Information Services (OPIS) for Phoenix, Arizona.
• Price notification: The Proposer shall, on a weekly basis provide OPIS pricing. Attached to each change notification will be a photocopy of the OPIS price sheet for the current week. As described herein, the Services will consist of the Proposer providing 24-hour self-service gasoline and diesel refueling station(s) at strategic locations throughout the City utilizing a Fleet Card service program.

Bidder selection will consider best pricing, ability to fuel our fleet, and reliability.

1.2 RFB Information

1.2.1 Mountain Line Contact Persons
All questions related to this RFB and the bid process must be sent via email and should be directed to:

Heather Higgins, Purchasing and Contracts Officer
Email: 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/services-programs/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
Mountain Line 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 Mountain Line.

Bids must be in the actual possession of Mountain Line 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 Mountain Line (required in subject line of email)
b. Name of the Solicitation, as indicated by Mountain Line (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 hard 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 Mountain Line 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
Mountain Line with respect to price, delivery options, and other factors.

If Mountain Line is unable to successfully negotiate a contract with the highest rated Bidder, Mountain
Line 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.
Mountain Line 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 Mountain Line 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. Mountain Line 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 Purchasing and Contracts Officer. 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 Purchasing and Contracts Officer within five (5) business days
from notification of the recommendation. A complete description of the protest procedures may be found in
Mountain Line Purchasing Policy. A copy of the Policy may be obtained by contacting the Purchasing and
Contracts Officer, 928-679-8907, or on the Mountain Line website at https://mountainline.az.gov/services-
programs/purchasing/.

1.7 Contract Obligations & Requirements


17.1 Contract Obligations
The contents of the RFB and the commitments set forth in the selected Bids shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. The contract 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, services 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 Mountain Line. 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 Mountain Line a party of or to such subcontract, or subjecting Mountain Line 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 contract with Mountain Line; and despite any such subletting; Mountain Line shall deal through the successful Bidder. Subcontractors will be dealt with as workers and representatives of the successful Bidder.

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

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

Mountain Line 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 contract 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.

Mountain Line’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 contract 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

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

2.2 Agreement to Mountain Line 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 Mountain Line 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 Mountain Line 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 Mountain Line 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 Mountain Line.

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

<table>
<thead>
<tr>
<th>Evaluation Factors</th>
<th>Max Points</th>
<th>Quality Level</th>
<th>Score</th>
</tr>
</thead>
</table>
The Quality Level will be based on the following scoring method:

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

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 demonstrates the best value contracting opportunity for Mountain Line. In the event that the scores for two or more of the highest scoring Bids are within ten percent (10%) of one another, the evaluation committee will conduct interviews with all such Bidders to determine which Bidder demonstrates the best value contracting opportunity.

Mountain Line 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 contract recommendation to Mountain Line’s General Manager and the Board of Directors for final award and contract 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 award this RFB or authorizing a contract.

Mountain Line will not be deemed to have authorized a contract until Mountain Line and successful Supplier have formally executed a Contract.

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 Mountain Line’s RFB Provisions and:

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

<table>
<thead>
<tr>
<th>Printed Name of Authorized Individual</th>
<th>Name of Submitting Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Individual</td>
<td>Date</td>
</tr>
</tbody>
</table>

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**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.

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.)

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

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.

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

6. List any contracts not completed on time.

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

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
I, ________________, as _______________ 
Name of individual _______________ Title & Authority

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 Mountain Line 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.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Bodily Injury by accident, each accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Bodily Injury by disease, policy limit</td>
<td>$1,000,000 policy limit</td>
</tr>
<tr>
<td>Bodily Injury by disease, each employee</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury/Advertising Injury Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>(other than Products/Completed Operations)</td>
<td></td>
</tr>
</tbody>
</table>

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 Mountain Line 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 Mountain Line, 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:

<table>
<thead>
<tr>
<th></th>
<th>$5,000,000</th>
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<tbody>
<tr>
<td>Each Occurrence</td>
<td>Aggregate</td>
</tr>
<tr>
<td></td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

5. Errors & Omissions Liability
(Applicable any design/engineering services are part of Work)

<table>
<thead>
<tr>
<th></th>
<th>$3,000,000</th>
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<tbody>
<tr>
<td>Per Occurrence</td>
<td>Aggregate</td>
</tr>
<tr>
<td></td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

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
Mountain Line.

iii. Certificates of Insurance with the required endorsements evidencing the required
coverages must be delivered to Mountain Line prior to commencement of any Work.
Failure of Mountain Line to demand such certificate or other evidence of full compliance
with these insurance requirements or failure of Mountain Line to identify a deficiency from
evidence that is provided shall not be construed as a waiver of Contractor’s obligation to
maintain such insurance. Mountain Line 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 Mountain Line.

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. Mountain Line reserves the right, in its sole discretion, to require higher limits of liability
coverage at Mountain Line’s expense if, in Mountain Line’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. Mountain Line shall be included as additional insured under such insurance.

B. Mountain Line and Contractor waive all rights against each other and against Mountain Line 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.
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of
U.S. person

Date
Northern Arizona Intergovernmental Public Transportation Authority, Mountain Line, 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.

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.)

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

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.)
____________________________________________________________________

Northern Arizona Intergovernmental Public Transportation Authority
Request for Bids (RFB)
Adopted by Mountain Line Board of Directors June 20, 2018
Did you experience any problems with this company or individual? If so, please describe the situation. Was the problem resolved to your satisfaction? (Please feel free to add a document or attachment if there is not enough space below.)

Section 2: Rating Criteria:
Please rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the company/individual again) and 1 representing that you were very unsatisfied (and would never hire the company/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

<table>
<thead>
<tr>
<th>NO</th>
<th>CRITERIA</th>
<th>UNIT</th>
<th>RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>How satisfied were you with how this vendor met your expectations for cost of services rendered?</td>
<td></td>
<td>(1-10)</td>
</tr>
<tr>
<td>2</td>
<td>How satisfied were you with the vendor’s ability to effectively communicate with you during the planning stage of the project?</td>
<td></td>
<td>(1-10)</td>
</tr>
<tr>
<td>3</td>
<td>What is your overall rating of the training materials used by the individual//vendor?</td>
<td></td>
<td>(1-10)</td>
</tr>
<tr>
<td>4</td>
<td>How satisfied were you with the vendor’s ability to meet your overall expectations?</td>
<td></td>
<td>(1-10)</td>
</tr>
<tr>
<td>5</td>
<td>Rate your likeliness to contract with this firm/individual again.</td>
<td></td>
<td>(1-10)</td>
</tr>
</tbody>
</table>

If we can contact you with follow up questions, please provide your phone number and email information.
Thank you for your time and effort in assisting the Mountain Line in this important endeavor.

Please email the completed survey to: purchasing@naipta.az.gov