



# **REQUEST FOR PROPOSALS**



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

**Flagstaff, Arizona**

**RFP 2022-1120**

## **Low or No Emissions Operations Support Vehicle**

**Issued: February 27, 2023**

**Deadline for Questions: March 17, 2023**

**Proposals due by: March 31, 2023, at 2:00 PM AZ**



## 1.0 Introduction

Mountain Line is the transit agency in northern Arizona operating fixed route bus service. Established in 2001, Mountain Line has grown into a system that employs more than 100 people and transports more than 2 million riders a year on nine routes, paratransit service, vanpool, and seasonal Mountain Express service to Arizona Snowbowl. Mountain Line partners with the City of Flagstaff, Coconino County, Northern Arizona University, and Coconino Community College.

### 1.1 Scope of Deliverable

Mountain Line is looking for a one new low or no emissions vehicle, please review specifications for comparable vehicles. The bid is required to meet the following:

- All prices quoted should include the following the bid price will be the maximum amount paid by Mountain Line.
  - Taxes
  - Title
  - Registration
  - Required and purpose equipment
  - All necessary dealer preparation applicable to the vehicle
  - destination delivery charges from the factory to the dealer or to Mountain Line
- Buy American compliant where applicable.
- All proposals must include equipment that meets the required minimum specifications as listed Materials shall be from new stock and delivered in good condition. No damaged items will be accepted.
- The equipment must comply with the current State and Federal regulations. All equipment must be legal to use on Federal and State Highways.
- The warranty shall be furnished for all equipment included in the proposal.
- Mountain Line will require low or no emissions vehicle (electric, plug in hybrid, or other)
- Minimum Equipment Specifications: The list below is the basic minimum required equipment specifications. This list should not be considered exhaustive. Please include any other equipment or features that you believe may be advisable.
  - Vehicle SUV or Van style
  - Vehicle Functionality Seating for six People
  - Rearview Camera
  - Automatic transmission
  - 4-wheel, all wheel or front wheel drive (needs to be able to be driven in snow)
  - Switch to turn off/on traction control (limited slip) or lockers or equivalent
  - Exterior Color -White Service Body
  - Spare Tire and Wheel



- Warranty
  - 3 Years or 36,000 miles for bumper to bumper
  - 5 Years or 60,000 miles for Powertrain
  - 5 Years or 100,000 miles for Engine
  - 8 Years or 100,000 miles for battery
- Optional request not required for bid
  - Level 2 Charger
  - Warning Lights LED amber and white front facing. red and white rear facing. A warning light bar roof mounted
  - ADA ramp and securement area

Bidder selection will consider best pricing, quality of the proposed goods, the extent to which the goods meet needs and time to delivery.

## 1.2 RFP Information

### 1.2.1 RFP Timeline

|                            |                                |
|----------------------------|--------------------------------|
| RFP Issued                 | February 27, 2023              |
| Due Date for RFP Questions | March 17, 2023                 |
| Due Date and Time for RFP  | March 31, 2023, at 2:00 PM AZ. |

### 1.2.2 Mountain Line Contact Persons

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

**Heather Higgins, Purchasing and Contracts Officer**  
**Email: [purchasing@mountainline.az.gov](mailto:purchasing@mountainline.az.gov)**

## 1.3 RFP Registration

In order to obtain information and/or register for this RFP 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

### 1.4.1 Proposal Submittal

Proposals 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 Proposals will not be considered. Proposals must be submitted via email to [purchasing@mountainline.az.gov](mailto:purchasing@mountainline.az.gov) with the following information in the subject line of the email:



- a. Solicitation Serial Number, as provided by Mountain Line
- b. Name of the Solicitation, as indicated by Mountain Line

A public opening of Proposals will be held via Zoom on March 31, 2023, at 2:00 PM AZ. A link to the Zoom meeting will be posted to the Mountain Line website at <https://mountainline.az.gov/services-programs/purchasing/>.

#### **1.4.2 Late Proposals, Modifications, or Withdrawal of Proposals**

A Proposal may be withdrawn upon the submission of a written, signed request submitted by the Contractor prior to the due date and time. A Proposal may not be amended or withdrawn after the due date and time.

#### **1.4.3 Proposal Contents**

A responsive Proposal package shall include the following:

1. A letter of transmittal by the person(s) with the authority to bind the Proposal, to answer questions, and to provide clarification concerning the submitted Proposal;
2. The Respondent's technical specifications relevant to the Proposal, including delivery information, agreement to scheduled requirements, and Proposal;
3. Completed W-9 with Vendor name and Tax Identification Number;
4. All of the information and documentation required in this RFP, including that specified under Section 3.0 below.

#### **1.4.4 Proprietary Information**

Any information contained in the Proposal that the Respondent 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, Arizona law, and the best interests of Mountain Line.

#### **1.4.5 Simple and Clear**

Proposals should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Response must display clearly and accurately the capability, knowledge, experience and capacity of the Firm to meet all of the requirements of this RFP.

#### **1.4.6 Respondent's Knowledge**

In preparing any Proposal, Respondent is obligated to:

- A. Examine and carefully study the RFP, and any data and reference items identified in and/or relevant to the RFP and the Deliverable.
- B. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Deliverable.
- C. Consider the information known to Respondent itself; information commonly known to businesses performing like Deliverable doing business in the community of the Project; information and observations obtained from visits to the community; the RFP; and to consider: (1) the cost, progress, and performance of the Deliverable; (2) the means, methods, techniques, sequences, and procedures to be employed by Respondent; and (3) safety precautions and programs.



## **1.5 Questions**

### **1.5.1 Questions**

Respondents 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 or the requirements of this RFP. Questions submitted in any other manner (verbally or otherwise) to Mountain Line will not be answered in order to ensure fairness in the provision of Project information among all prospective Respondents. Written questions must be received no later than the deadline defined in Section 1.2.1. Questions will be answered in writing and distributed to all Respondents on the RFP distribution list. Questions should be addressed to the appropriate RFP contact person in Section 1.2.2.

### **1.5.2 Errors or Inconsistencies**

Respondents shall promptly give NAIPTA Mountain Line written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the RFP and confirm that the written resolution thereof by Mountain Line is acceptable to Respondent.

## **1.6 Protest Procedures**

Any Respondent objecting to the recommendation of award, rejection of a Proposal, solicitation procedures of an RFP 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**

### **1.7.1 Contract Obligations**

The contents of the RFP and the commitments set forth in the selected Proposal 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 Respondent to furnish and deliver at the bid price, and in accordance with the conditions of said accepted Proposal and specifications for ninety (90) calendar days after the opening of the Proposal.

The Proposal'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 Respondent 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 Respondent of liability and obligation under such party's contract with Mountain Line; and despite any such subletting; Mountain Line shall deal through the successful Respondent. Subcontractors will be dealt with as workers and representatives of the successful Respondent.

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

If the successful Respondent refuses or fails to execute the contract, Mountain Line may award the contract to another Respondent whose Proposal complies with all the requirements of the RFP and any addenda thereto.

### **1.7.2 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.

### **1.7.3 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.

### **1.7.4 Single Proposal Response**

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



## 2.0 Instructions to Respondents

See following page for table that must be included with submission. **2.1 Proposal Checklist**

|  |  |
|--|--|
| A. Transmittal Letter  |  |
| B. Complete Proposal Checklist<br>Respondent must include this completed checklist   |  |
| C. Proposal Information (The Proposal)   |  |
| D. Project Information (The Proposal)  |  |
| E. Comparable Projects in Size & Scope (The Proposal)  |  |
| F. Proposal Pricing (The Proposal)   |  |
| G. Completed W-9 with Vendor name and Tax Identification Number  |  |
| H. Exceptions to RFB Requirements and/or Contract provisions.<br>(Attachment A) Respondent must note any specifications that are not agreeable and include a description of alternatives for consideration and acceptance by Mountain Line |  |
| I. Acknowledgement of Addenda (Attachment B)<br>Should addenda relative to this RFB be released by Mountain Line, Respondents must include a signed acknowledgment of receipt for each addendum  |  |
| J. Insurance Requirements Acknowledgment (Attachment C) As Applicable  |  |

**2.2 Agreement to Mountain Line RFP Requirements and/or Provisions Form (Attachment A)** Respondent should mark each applicable box and provide a detailed explanation of each exception in addition to approved or optional alternatives.

## 2.3 Pricing

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

The Proposal price shall be F.O.B. Flagstaff, including delivery to Mountain Line using point, unless otherwise indicated in the Proposal 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 Proposal. Proposal prices shall be firm. All relevant state and local taxes shall be included in the final Proposal amount shown. Out-of-state purchases are subject to a 6.5% Arizona use tax, and out-of-state Proposals are responsible for computing this tax and including it in the final Proposal amount shown.



## **2.4 Restricted Communication**

### **2.4.1 Lobbying/Influence/Gratuities**

As prescribed in HS-902 of Mountain Line's Purchasing Policy, any attempt to influence an employee or agent to breach Mountain Line Ethical Code of Conduct, or any unethical conduct, may be grounds for Disbarment or Suspension under HS-702.

- A. An attempt to influence includes, but is not limited to:
1. Any Respondent, or any agent, representative or affiliate of a Respondent, offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy, that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind. Paying the expense of normal business meals, which are generally made available to all eligible persons, shall not be prohibited by this provision.
  2. Any communication regarding this solicitation for the purpose of influencing the process or the award, between any Respondent, or any agent, representative or affiliate of a Respondent, and Mountain Line, including but not limited to Mountain Line's Board of Directors, officers, employees, and/or consultants hired to assist in the solicitation, is prohibited.
  3. 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 the Response or any resulting contract or to any benefit arising therefrom.
- B. This prohibition is imposed from the time of the first public notice of the solicitation until Mountain Line cancels the solicitation, rejects all responses, awards a contract, or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any public meeting of Mountain Line's Board.
- C. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation, or to Mountain Line-initiated communications, made for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-submittal conferences, clarification of Responses, presentations if provided for in the solicitation, requests for Best and Final Responses, contract negotiations, interviews, protest/appeal resolution, or surveying nonresponsive Respondents.

### **2.4.2 Excluded Information**





Respondents shall not submit to, or communicate in any way with Mountain Line regarding, information prohibited from consideration by applicable Arizona or Federal law. Accordingly, any Response that contains any information of this type will be deemed nonresponsive, will not be considered and the Response will be returned to the Respondent. This exclusion of information applies to the Response, to any interview and to all other aspects of the RFP competition.

#### **2.4.3 Restriction on Communications**

Respondents and members of their teams shall not communicate concerning this RFP with Mountain Line's Project Executive, any Mountain Line Consultant or Program Manager, Selection Committee members, or employees of Mountain Line, except as stipulated in Inquiries and Addenda above. A Respondent's failure to abide by this requirement may result in rejection of a Response.

#### **2.4.4 All Remedies Available**

With regard to any violation of any of the provisions of this Instruction 11, Mountain Line expressly reserves the right to pursue any and all remedies available to it under Mountain Line's Purchasing Policy, at law or in equity, including, but not limited to, the following:

- D. Any violation of this Section discovered before an award of the resultant contract may, in Mountain Line's sole discretion, subject a Respondent to a warning letter, rejection of its Response, or disbarment, depending on the nature of the violation.
- E. If a violation of this Section is discovered after the resultant contract has been awarded, Mountain Line may, by written notice to the Respondent, cancel the resultant contract. In the event Mountain Line cancels the resultant contract pursuant to this provision, Mountain Line shall be entitled, in addition to any and all other available rights and remedies, to withhold or recover from the Respondent the amount of any gratuity provided and any and all incidental and/or consequential damages incurred by Mountain Line as a result of the violation.

### **3.0 Evaluation Criteria**

An evaluation committee established by Mountain Line will assess the Proposals received. The committee may elect to award to a Respondent without further discussion, or may determine that no Proposal meets the needs of Mountain Line.

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

An Evaluation Team will review and analyze each Proposal. Proposals 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>Price</b>                           | 50                |                      |              |
| <b>Delivery</b>                        | 25                |                      |              |
| <b>Ability to Meet Criteria of RFP</b> | 25                |                      |              |
| <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 Proposal demonstrates the best value contracting opportunity for Mountain Line. In the event that the scores for two or more of the highest scoring Proposals are within ten percent (10%) of one another, the evaluation committee will conduct interviews with all such Respondents to determine which Proposal demonstrates the best value contracting opportunity.

### **3.2 Mountain Line Reserved Rights**

Mountain Line expressly reserves the right to:

- A. Accept or reject any or all Proposals or any part of a Proposal and to waive any informality and accept the most favorable Proposal to meet the best interest of Mountain Line.



- B. Exercise any and/or all other rights available to Mountain Line NAIPTA under the terms of the RFP, the Purchasing Policy, at law, or in equity.
- C. 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.
- D. To obtain Respondent clarifications where necessary to arrive at a full and complete understanding of Respondent's service, product, and/or Response. Clarification means a communication with a Respondent for the sole purpose of eliminating ambiguities in the Response and does not give Respondent an opportunity to revise or modify its Response.
- E. Investigate the qualifications of all Respondents and to confirm any part of the information furnished by a Proposal, and/or to require other evidence of managerial, financial, or technical capabilities which are considered necessary for the successful performance of the Work.
- F. Reject any Proposal submitted by a Respondent (including each of its principals) who is currently disbarred, suspended or otherwise lawfully prohibited from any public procurement.
- G. If Mountain Line is unable to successfully negotiate a contract with the highest rated Respondent, Mountain Line may begin negotiations with the next highest rated Proposal, cancel the RFP and re-solicit or completely cancel the RFP.

### **3.3 Award**

Per Mountain Line Purchasing Policy incorporating A.R.S. § 11-254.01, an award determination will be made with reasonable promptness to the Respondent whose Proposal best conforms to the Scope of Work and will be most advantageous to Mountain Line with respect to price, delivery options, and other factors, as determined in Mountain Line's sole discretion.

If a determinate is made by Mountain Line to make an award under this RFP, after scoring is complete, the Project Manager will make a contract recommendation to Mountain Line's CEO and General Manager and/or the Board of Directors for final award and contract authorization. At their discretion, the CEO and General Manager and/or the Board of Director's may choose to invite the recommended Supplier to provide additional information prior to award this RFP or authorizing a contract.

No award, contract or agreement, expressed or implied, shall exist between Mountain Line and any Respondent, or be binding on Mountain Line, before formal approval by Mountain Line's CEO and General Manager and/or SEO/GM as applicable and the execution of the resulting written contract by both parties.



**ATTACHMENT A: EXCEPTIONS TO RFP REQUIREMENTS AND/OR CONTRACT PROVISIONS**

Respondents must use this section to state any exceptions to the RFP 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' Contract 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



**ATTACHMENT B: ADDENDUM ACKNOWLEDGMENT**

Receipt by the undersigned of the following addenda is hereby acknowledged:

Addendum Number: 1          Dated:

Addendum Number: 2          Dated:

Addendum Number: 3          Dated:

Addendum Number: 4          Dated:

Addendum Number: 5          Dated:

Addendum Number: 6          Dated:

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

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

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

\_\_\_\_\_  
Date



## ATTACHMENT C: INSURANCE REQUIREMENTS

### Not Applicable

Any Respondent awarded a contract subsequent to this solicitation will be expected, upon request by Mountain Line, to submit the forms in this Attachment as a condition of the Contract, in addition to acknowledging the insurance requirements on this Attachment and submitting this signed Attachment as part of their Response.

#### 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.

|   |                           |
|---|---------------------------|
| <del>Bodily Injury by Employer's Liability.</del> | \$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                       | \$2,000,000 |



(other than Products/Completed Operations)

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:

|                 |             |
|-----------------|-------------|
| 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 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.

\_\_\_\_\_  
(Firm) (Address)

\_\_\_\_\_  
(Signature Required) (Phone)

\_\_\_\_\_  
(Print Name) (Email)

\_\_\_\_\_  
(Print Title) (Federal Taxpayer ID Number)

Date: \_\_\_\_\_