

**CONTRACT FOR BUS SHELTERS
CITY OF BISBEE**

THIS CONTRACT is made this 1st day of August, 2016, by and between the City of Bisbee (hereinafter "the CITY") and Arizona Correctional Industries (hereinafter "the CONTRACTOR").

WHEREAS the CITY is in need of bus shelters as described in the bid package; and

WHEREAS the CONTRACTOR has offered to perform the proposed work and to provide the required shelters in accordance with the terms of this CONTRACT;

NOW, THEREFORE, in consideration of the promises and covenants stated herein, it is AGREED THAT:

1. The CONTRACTOR promises and agrees to provide the bus shelters as described in the accompanying Bid for Shelters for Transit Riders, a copy of which is incorporated herein by reference, in a good and competent manner, and to the satisfaction of the CITY, or its designees. This CONTRACT shall consist of this form of CONTRACT, the Request for Bid and the CONTRACTOR'S bid. In the event of any conflict among these respective terms, the terms of this CONTRACT form shall prevail over those of the RFB and the bid and the terms of the RFB shall prevail over those of the bid.

2. The CONTRACTOR further agrees to provide all of the services required by this CONTRACT in a complete and acceptable form, as is customarily provided according to professional standards applicable to manufacture of these products.

3. This CONTRACTOR shall provide the products as indicated by this CONTRACT and shall deliver all products, hardware and any special installation tools required on or before sixty (60) days after the date of this CONTRACT.

4. The CITY will compensate the CONTRACTOR for the product, delivery, and all applicable taxes and the CONTRACTOR agrees to accept as complete payment for such full performance, the sum of Twenty Three Thousand Dollars (\$23,032.15/100). This bid is valid until September 30 2016. Thirty Two & 15/100 Proc

5. Full payment shall be made by the CITY to the CONTRACTOR on the basis of invoices detailing the product manufactured, the associated delivery and applicable taxes.

6. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR:

TO CITY:
Shar Porier
City of Bisbee
118 Arizona St.
Bisbee, AZ 85603

7. Pursuant to A.R.S. § 38-511, as applicable, the provisions which are incorporated herein by reference, all parties are hereby put on notice that this CONTRACT is subject to cancellation by the CITY if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of the CITY is, at any time while the CONTRACT is in effect, an employee or agent of any other party to the CONTRACT in any capacity or a consultant to any other party of the CONTRACT with respect to the subject matter of the CONTRACT.

8. This CONTRACT shall be effective upon its approval by the parties, as indicated by the signatures of their representatives hereto. This CONTRACT and its attachments and those documents incorporated by reference represent the entire agreement and understanding between the parties.

9. This CONTRACT shall be governed by the law of the State of Arizona, and suits pertaining to this CONTRACT may be brought only in courts in the State of Arizona. Venue for any such action shall be in the Cochise County Superior Court.

10. The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim or controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not less than ten (10) days, the aggrieved party may pursue any available legal remedies.

11. Each and every provision of law and any clause required by law to be in the CONTRACT will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the CONTRACT will forthwith be physically amended to make such insertion or correction.

12. The provisions of this CONTRACT are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the CONTRACT which may remain in effect without the invalid provision or application.

13. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The CONTRACTOR is advised that taxes or Social Security payments will not be withheld from payment issued hereunder and that the CONTRACTOR should make arrangements to directly pay such expenses, if any.

14. No right or interest in this CONTRACT shall be assigned by the CONTRACTOR without prior written permission of the CITY, and no delegation of any duty of the CONTRACTOR shall be made without prior written permission of the CITY.

15. No subcontract shall be entered into by the CONTRACTOR with any other party to furnish any of the materials or services specified herein without the advance written approval of the CITY. All subcontracts shall comply with Federal and State laws and regulations which are

applicable to the services covered by the subcontract, as if the Subcontractor were the CONTRACTOR referred to herein. The CONTRACTOR is responsible for CONTRACT performance whether or not subcontractors are used.

16. The CONTRACTOR shall defend, hold harmless, and indemnify the CITY, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the CONTRACTOR, its agents, officers and employees, in the performance of this CONTRACT, but only to the extent that such claims arise from such negligence or intentional torts. To the extent permissible by law, the CITY shall defend, hold harmless, and indemnify the CONTRACTOR, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the CITY, its agents officers and employees, in the performance of this CONTRACT, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, subcontractors and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

17. Upon receipt of a termination notice, the CONTRACTOR shall

- A. Promptly discontinue all services (unless the notice directs otherwise).
- B. deliver or otherwise make available to the CITY, at the CITY'S cost, copies of data, design calculations, drawing, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT.

18. TERMINATION BY THE CITY FOR CAUSE: The CITY may terminate the CONTRACT if the CONTRACTOR:

- A. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials, as applicable, to perform this CONTRACT;
- B. fails to make payment to subcontractors for materials or labor in accordance with respective agreements between the CONTRACTOR and the subcontractors, as applicable;
- C. persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
- D. Otherwise is guilty of substantial breach of a provision of the CONTRACT DOCUMENTS.

When any of the above reasons exist, the CITY may without prejudice to any other rights or remedies of the CITY and after giving the CONTRACTOR seven (7) days written notice, terminate the CONTRACT with the CITY. The CONTRACTOR shall be entitled to receive payment for its performance.

19. **SUSPENSION BY THE CITY FOR CONVENIENCE:** The CITY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt its performance in whole or in part for such period of time as the CITY may determine.

20. **TERMINATION FOR CONVENIENCE OF THE CITY:** The CITY, by written notice to the CONTRACTOR, may terminate this CONTRACT in whole or in part when in the sole discretion of the CITY it is in the CITY'S best interests to do so. In such case, the CONTRACTOR shall be paid for all material, equipment and services provided to that date.

21. **TERMINATION BY THE CONTRACTOR:** The CONTRACTOR may terminate the CONTRACT if the performance is stopped for a period of fourteen (14) days through no act or fault of the CONTRACTOR or its agents or employees or any other persons performing portions of the CONTRACT, for any of the following reasons:

- A. issuance of an order of a court or other public authority having jurisdiction;
- B. an act of government, such as a declaration of national emergency, making material unavailable;
- C. because the CITY has not made payment within the time stated in the CONTRACT DOCUMENTS;
- D. If repeated suspensions, delays or interruptions by the CITY constitute in the aggregate more than 25% of the total number of days scheduled for completion.
- E. If one of the above reasons exists, the CONTRACTOR may, upon fourteen (14) additional days written notice to the CITY terminate the CONTRACT and recover from the CITY payment for its performance.

22. This written CONTRACT represents the complete and final agreement between these parties. No prior oral or written understanding shall be of any force or effect with respect this agreement. This CONTRACT shall not be modified or altered except by a written agreement signed by the parties and formally approved by both of them in the same manner as this CONTRACT. Any alteration amendment of the terms and conditions of this CONTRACT which is not formally approved in this same manner shall not be of any force or effect.

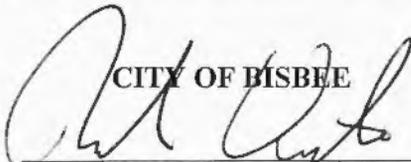
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this CONTRACT as indicated below:

CONTRACTOR

Arizona Correctional Industries

3279 E. Harbour Drive
Address

Phoenix, AZ 85034


CITY OF BISBEE
Ronald Oertle, Mayor Ron Oertle

Name and Title

Tom ALLEN, V.P. Sales & Marketing

Signature

July 27, 2016
Date

ATTEST:

Ashlee Coronado
City Clerk

9-8-16
Date

SELECTION CRITERIA: 10 PAGES MAXIMUM (Any and all pages count toward total)

The broad criteria used in consultant selection will take into account the following:

Points			
10	PROJECT EXPERIENCE		
10	The relevant experience of the consulting organization/group in working with or on a project of this type, scale and environmental engineering design, documentation, administration, etc.	10	<input type="checkbox"/>
10	GOVERNMENT PROCEDURES		
10	Knowledge of FHWA/ADOT Bridge Design Standard.	10	<input type="checkbox"/>
10	TEAM/MANAGEMENT		
10	The assigned people on the project, their experience, expertise and nominated tasks; how they will function and how management and coordination will take place. Consideration will be given to the consultants' recognition of their responsibility to see that the project progress in a timely and accurate manner.	10	<input type="checkbox"/>
10	METHODOLOGY/APPROACH		
10	Having a sound understanding of the issues surrounding the particular project and tailoring the sequence of activities to ensure that the desired project outcome is achieved. The ability to challenge and promote lateral thought amongst all parties is an important consideration.	10	<input type="checkbox"/>
10	PROGRAM/RESPONSE		
10	A demonstration that the consultants have an awareness of the time constraints placed on the project, and having considered the particular issues relevant to the project, have established the sequence of tasks and associated schedules necessary to achieve any predetermined timelines.	10	<input type="checkbox"/>
10	CLIENT RESPONSE		
10	Enthusiasm and professionalism of presentation; the ability of the consultant to elicit a co-operative and valuable contribution from the client and familiarity with local conditions.	10	<input type="checkbox"/>
10	QUALITY ASSURANCE		
10	The process that the consultants put in place to ensure the "correctness" of planning, design and documentation, and co-ordination of the physical aspects of the project.	10	<input type="checkbox"/>
10	AVAILABILITY		
10	Firm's history and resource capability to perform services and availability of key personnel.	10	<input type="checkbox"/>
10	REFERENCES		
10	Normally three referees should be provided to support the submission in relation to the Type of work/role envisaged.	10	<input type="checkbox"/>
10	LOCATIONS		
10	Proximity to the local community.	7	<input type="checkbox"/>

Arizona Correctional Rehab Center #23,032

97



3279 E. Harbour Drive
Phoenix, Arizona 85034
602-272-7600
Fax: 602-272-1000
www.aci.az.gov

ACI Clarifications Addressing Bisbee Bid to Purchase Shelters for Transit Riders

Specifications for the Bus Shelter frame, roof and structure, specify steel columns. We have bid this as requested including removable tamper proof stainless steel screws for the perforated panels (Grill work). The powdercoat color will be your choice of Copper Vein or Metallic Copper. It will have a Clear Coat (Diamond Dust Clear) finish for added protection. Sample chips are enclosed for your selection.

Specifications for the Finish of the Benches and Sign Frames specify Medium Copper Duranodic. With proven durability of steel using powdercoat finish, subjected to the elements over time, we are bidding this with the color of your choice for either Copper Vein or Metallic Copper. It will have a Clear Coat finish for added protection. Sample chips are enclosed for your selection.

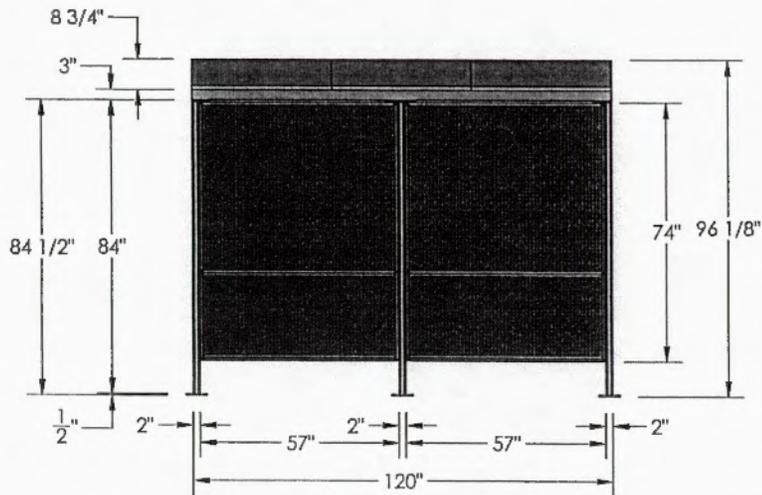
Specifications for Hardware and Installation specify that hardware and specialized tools to be included. The five (5) Shelters are bid to be installed at one time. The ACI Install Crew/Inmates will complete the installation of the Bus Shelters so the hardware, tools and/or specialized fasteners will not be necessary to be included. If additional replacement parts are needed, we will make sure you receive them. With the many ACI Shelters currently in use throughout Arizona, we have not had occasion to replace any parts due to defects.

ACI will include a full drawing illustrating instructions of assembly. Maintenance of the Shelters is minimal, as they should be periodically washed with water and to wipe any excess dirt away.

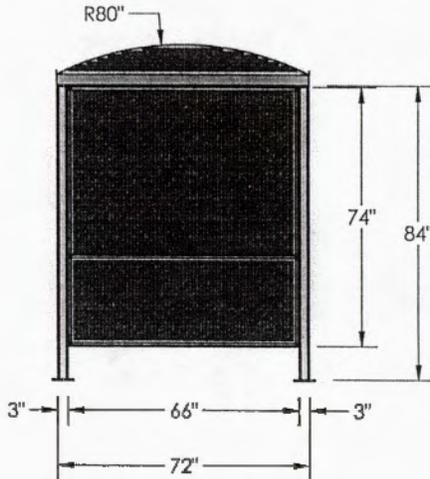
Arizona Correctional Industries Warranty on all ACI products is 12 months, from the date of purchase. If something is not right the first time, we will make it again, until you are satisfied.

Innovative Solutions ↔ Productive Lives

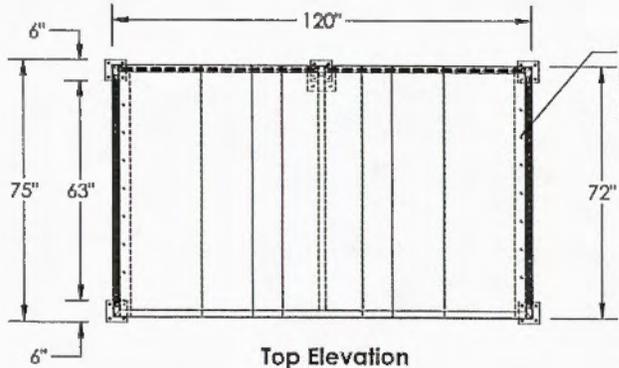
REVISIONS					
ZONE	REV.	DESCRIPTION	ECN #	DATE	APPROVED BY
	A	Initial Release		07/15/16	



Front Elevation



Side Elevation



Top Elevation

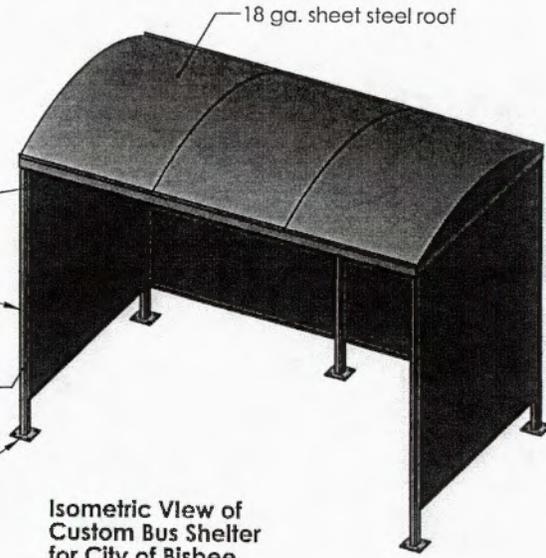
Roof is attached to leg assemblies on bearing plates using bolt and nut hardware

2" x 3" rectangular steel tube roof frame

2" x 3" rectangular steel tube posts

Bolt in perforated steel panels with 1" square steel tube frame - Typical

1/2" Plate steel baseplates



Isometric View of Custom Bus Shelter for City of Bisbee

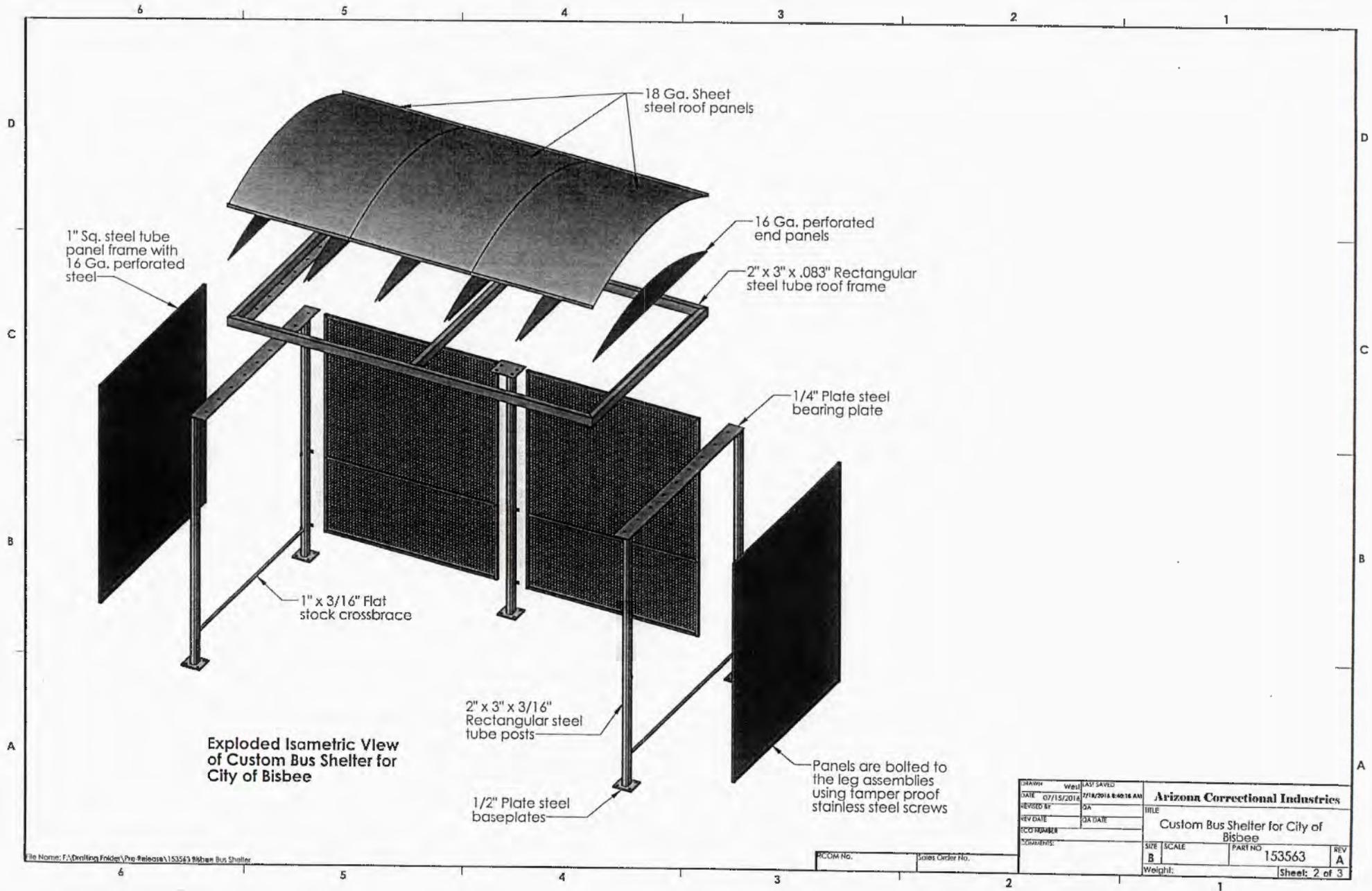
Customer _____
 Approved by *AKB*
 Date: *7/20/16*
 Shop Supervisor _____
 Drafting Supervisor _____

General Notes:

1. Material: 2" x 3" Rect. Steel tube, 1" x 1" Sq. Steel tube, 10 Ga. Sheet steel, 18 Ga. Sheet steel, 3/4" & 1/2" Plate steel
16 Ga. perforated steel
2. Finish: Powdercoated - As selected from manufacturer standards
3. Quality: Flatness, Straightness, Square, Flush Alignment of Surfaces, NO visible imperfections.

File Name: F:\Drafting Folder\Pre-Release\153563 Bisbee Bus Shelter

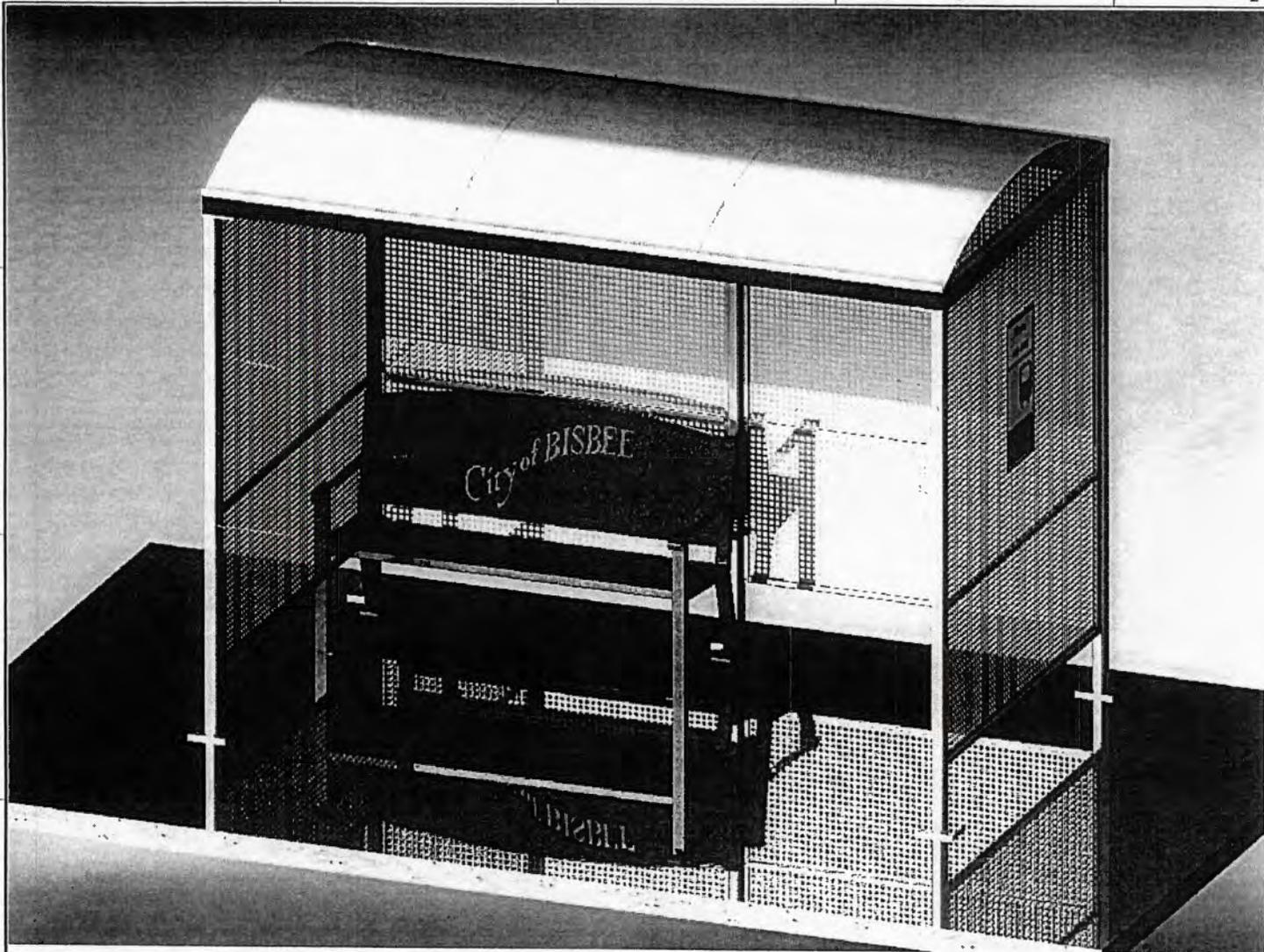
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ARIZONA CORRECTIONAL INDUSTRIES. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF ARIZONA CORRECTIONAL INDUSTRIES IS PROHIBITED.	UNLESS OTHERWISE SPECIFIED	DRAWN: Wesl DATE: 07/15/2016 REV'D BY: SA REV DATE: SA DATE ECN NUMBER:	 Third Angle Projection	ARIZONA CORRECTIONAL INDUSTRIES Innovative Solutions • Productive Lives
	DIMENSIONS ARE IN INCHES	TOLERANCES: FRACTIONAL: 1/32 ANGULAR: MACH 1.5° BEND 2.5°	COMMENTS: SIZE: B SCALE: PART NO: 153563 Weight:	TITLE: Custom Bus Shelter for City of Bisbee REV: A SHEET: 1 of 3
	ROOM No.	Sales Order No.		



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ACOM No. _____ Sales Order No. _____

DRAWN	WEL	LAST SAVED	Arizona Correctional Industries	
DATE	07/15/2014	22/11/2014 8:40:16 AM	TITLE	
REVISED BY	SA		Custom Bus Shelter for City of Bisbee	
REV DATE	06/18/14		SIZE	SCALE
ECO NUMBER			B	
DESCRIPTION			PART NO	REV
			153563	A
			Weight:	Sheet: 2 of 3



Rendered View of Bus Shelter with
60 inch Custom Bench

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RCOM No. SOBT Order No.

DRAWN	West	LAST SAVED	Arizona Correctional Industries	
DATE	07/15/2016	07/18/2016 8:40:18 AM	TITLE	
DESIGNED BY	QA	QA	Custom Bus Shelter for City of Bisbee	
REV DATE	QA DATE	QA DATE	SUB	SCALE
ECO NUMBER			B	
COMMENTS:			PART NO	REV
			153563	A
			Weight:	Sheet: 3 of 3

6 5 4 3 2 1

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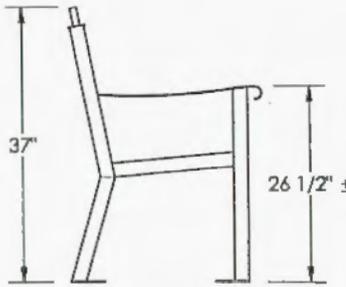
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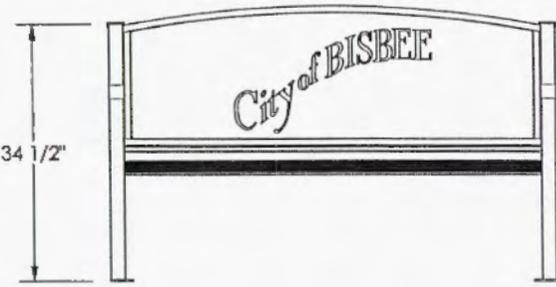
A

6 5 4 3 2 1

REVISIONS					
ZONE	REV.	DESCRIPTION	ECN #	DATE	APPROVED BY
	A	Initial Release		7/15/16	

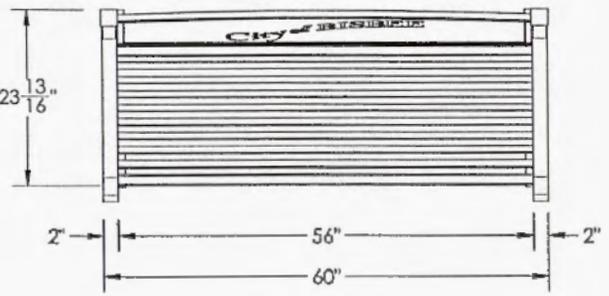


Side View

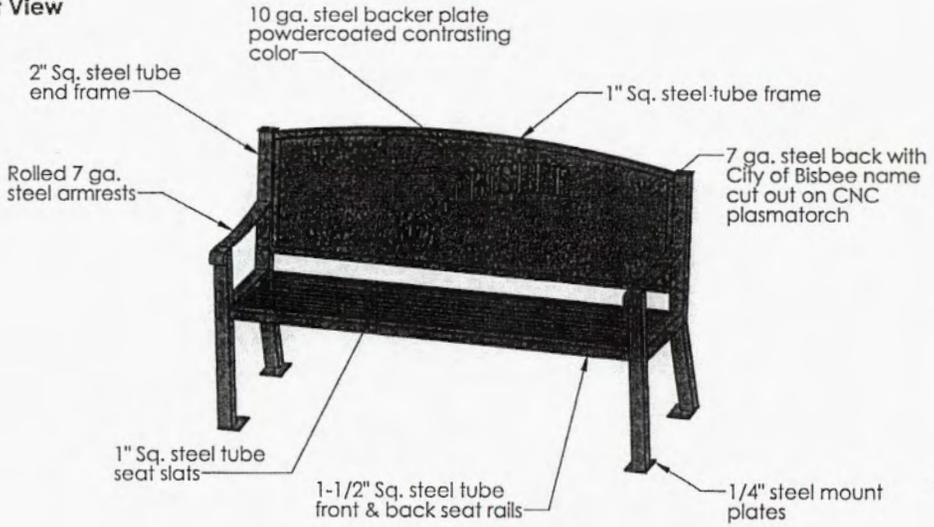


Front View

Customer _____
 Approved by *JOB*
 Date: *7/20/16*
 Shop Supervisor _____
 Drafting Supervisor _____



Top View



Isometric View of Custom 60in Steel Bench

General Notes:

1. Material: 1", 1-1/2", & 2" Sq. Steel tubing, 1/4" Plate steel, 7 ga. sheet steel, 10 ga. sheet steel
2. Finish: Powdercoat: Bench Copper Vein, Backer Plate Turquoise Blue RAL5018
3. Quality: Flatness, Straightness, Square, Flush Alignment of Surfaces, NO visible Imperfections.

File Name: F:\Drafting Folder\Fre-Release\153562 60in Custom Bisbee Bench

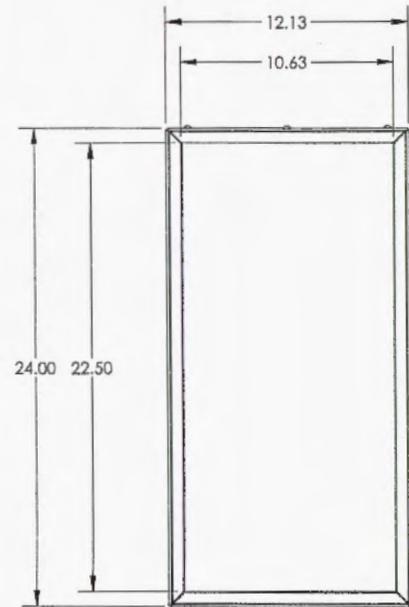
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ARIZONA CORRECTIONAL INDUSTRIES. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF ARIZONA CORRECTIONAL INDUSTRIES IS PROHIBITED.	UNLESS OTHERWISE SPECIFIED		DRAWN: West DATE: 7/15/16 REVISED BY: SA REV DATE: SA DATE ECN/DWG#: COMMENTS:	LAST SAVED: 7/18/2016 4:31:56 PM TITLE: Custom 60in Steel Bench
	DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL: 1/32 ANGULAR: MACH: .5° BEND: ±.5°		 Third Angle Projection	ARIZONA CORRECTIONAL INDUSTRIES Innovative Solutions • Productive Lives
	RCOM No. _____ Sales Order No. _____	SIZE: B SCALE: _____ Weight: _____		PART NO: 153562 REV: A Sheet: 1 of 2

REVISIONS					
ZONE	REV.	DESCRIPTION	ECN #	DATE	APPROVED
	A	Initial Release		10/21/14	

Top is attached with screws



Plan View



Front Elevation



Side View

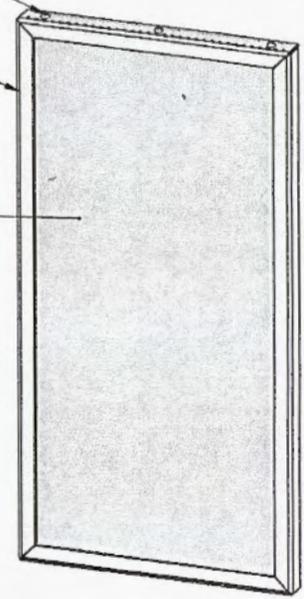
Top is removable so signs can be inserted between plexiglass & back

14 ga. bent sheet steel sign frame

1/4" clear plexiglass is removable from the top

14 ga. bent sheet steel channels on the back for mounting to existing bus shelter

Powdercoat the steel sign frame Copper Vein



Isometric View of Metal Sign Frame

Customer _____
 Approved by _____
 Jim Robideau
 Date: _____
 Shop Supervisor
 Digitally signed by Al Tache
 Drafting Supervisor
 Drafting, email: atache@azcorrections.gov, c=US
 Date: 2014.10.29 07:47:11 -0700'

General Notes:

1. Material: 14 ga. sheet steel, 1/2" steel angle, 1/4" plexiglass
2. Finish: Powdercoat steel Copper Vein #T375BK07055
3. Quality: Flatness, Straightness, Square, Flush alignment of surfaces, NO visible imperfections.

NEITHER THIS DOCUMENT NOR INFORMATION CONTAINED THEREIN MAY BE REPRODUCED OR DISCLOSED TO ANYONE WITHOUT PERMISSION OF ITS ORIGINATOR

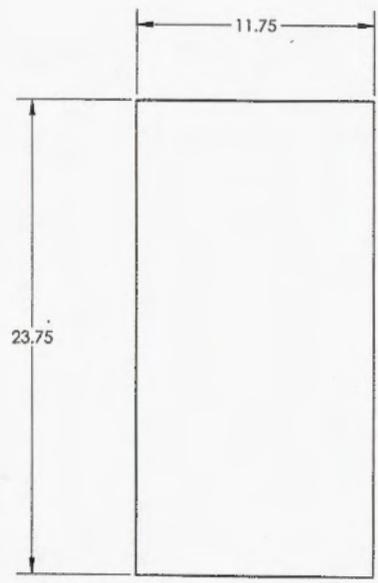
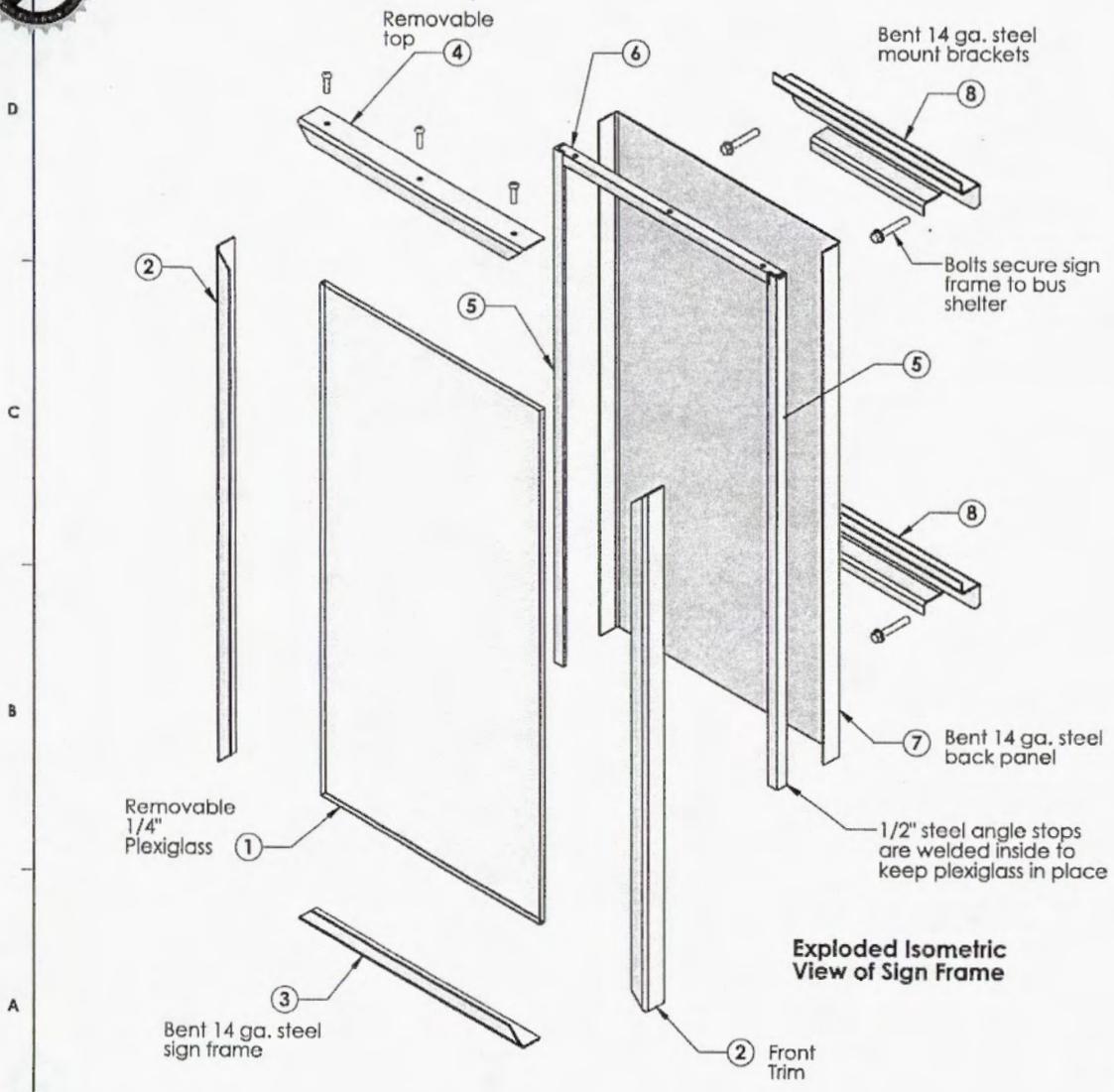
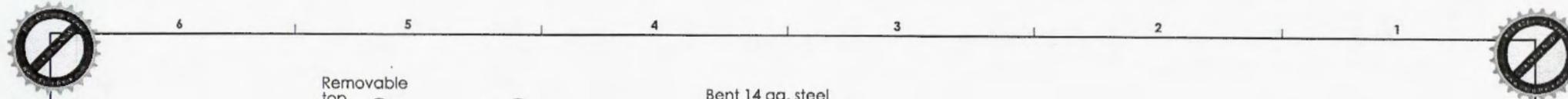


UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES - TOLERANCES ARE:		Drawn by	R. Wedding	10/21/14
DIMENSIONAL TOLERANCES		Checked by	QA	
3 PLACE DECIMAL +/- .010		Approved by		
2 PLACE DECIMAL +/- .03		Weight:		
1 PLACE DECIMAL +/- .1		Customer Project No.		
FRACTIONAL +/- 1/32"				
ANGLES +/- 1°				
Sales Order No.				



Arizona Correctional Industries				
Title Sign Frame for the City of Bisbee				
Size	Scale	Part No.	REV.	
B		141468	A	
DWG No.	A1	Sheet	1 of 2	

File Name: Metal Fab Bisbee sign frame assembly



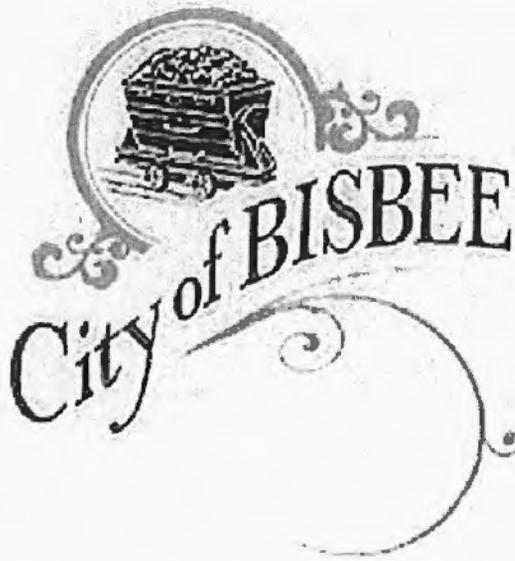
① Removable Plexiglass

Exploded Isometric View of Sign Frame

File Name: Metal Fab Bisbee sign frame assembly

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES - TOLERANCES ARE:		Drawn by R. Wedding	10/21/14	Arizona Correctional Industries	
DIMENSIONAL TOLERANCES 3 PLACE DECIMAL $\pm .010$ 2 PLACE DECIMAL $\pm .03$ 1 PLACE DECIMAL $\pm .1$ FRACTIONAL $\pm 1/32$ ANGLES $\pm 1^\circ$		Checked by QA		Title Sign Frame for the City of Bisbee	
 Third Angle Projection		Approved by		Size B	Scale
ECOM No.		Weight		Part No.	141468
Sales Order No.		Customer Project No.		REV.	A
				Drawing No.	A2
				Sheet	2 of 2





Bisbee Bus Transit
118 Arizona Street
Bisbee, AZ 85603
520-432-6016
sporier@bisbeeaz.gov

PUBLIC NOTICE
Invitation for Sealed Bid
Purchase of Bus Shelters
Bids due August 1, 2016 – 4:00 p.m.

The City of Bisbee (the City), as directed by its charter, is soliciting sealed bids for the purchase of shelters for Transit Riders. The City will purchase a minimum of five units of the selected model as shown in the bid packet. The City of Bisbee will be using FTA 5311 funds for the purchase of these shelters and thus requires the bidders to be compliant with federal regulations and qualified under the Debarment and Suspension Certification guidelines. The following are specifications for the shelter models:

1. SPECIFICATIONS

Minimum Quantity of Five (5) Bus Shelters

Size: approximately 6' depth x 10' long x 7' high shelter with grill similar to the photo exhibit #1. Shelter to have three sides with and have sufficient space for wheelchair and walker entry and turnaround.

Roof: Curved, metal style similar to photo exhibit #1.

Frame: Steel columns for roof and structure.

Grill work: Each grill shall be removable via tamper proof stainless steel screws. Grilles are to be mechanically fastened – not welded. The screened grilles should be similar in design to those in photo exhibit #1.

Benches: Five (5) foot long benches with city logo in turquoise printing.

Finish: Medium Copper Duranodic

Hardware and Installation: Units must come with all needed hardware and any tools for specialized fasteners. Units must come with full, illustrated instructions for assembly and maintenance. Units must come with a replacement parts list or catalog.

The laminated Bisbee Bus Schedules must be mounted so all may access the route map. A waterproof schedule box for the bus schedules should also be included in the price for each shelter.

2. Shelter Signs

Five (5) Bus Stop Schedule Sign Frames to be mounted on bus shelters.

Specifications:

Frames should be 24 inches by 12.13 inches

Medium Copper Duranodic Frame

Manufacturer will perform the installations, City of Bisbee will provide concrete.

All manufacturer warranties must be expressed in the bid package.

Exhibit #1 – Example of desired product, but with more depth.



3. Five shelters must be delivered within 45 calendar days from the date that a contract is awarded and signed by the winning bidder and the City of Bisbee. Any variation of this schedule must be approved by the City to avoid liquidated damages as described in Section 5 Award of Contract.

4. **BID DOCUMENTS**

Bidders must present a bid that includes pricing for the appropriate size bus shelter. Bids should be all inclusive with regard to:

- Manufacture of shelters and benches
- Crating, handling, delivery to Bisbee, Arizona
- All applicable taxes.

Bids shall include completed Debarment and Suspension Certification documents.
Bids shall include a completed Federal Regulation Compliance form.

5. **BID SUBMISSION**

Interested parties must submit two copies of their sealed bids to the Office of the City Clerk, City of Bisbee, by **August 1, 2016 by 4:00 p.m.** Bid envelopes should be clearly marked "Bid for Purchase Bus Shelters". Please submit sealed bids to:

City of Bisbee
Attn: City Clerks Office/Sealed Bid
118 Arizona Street
Bisbee, AZ 85603

Questions pertaining to this bid must be made at least 10 days prior to the bid due date and may be addressed to Shar Porier, Programs/Grants Administrator, City of Bisbee at 118 Arizona St., Bisbee AZ 85603 or by phone at 520-432-6016 or by email at sporier@bisbeeaz.gov.

6. **AWARD OF CONTRACT**

Bids will be opened and read at 4:15 p.m. on August 1, 2016. Award and approval of the contract will require City Council approval and will be subject to the Council's schedule.

- A. Contracts will be made or entered into based upon price and ability, as required or authorized by law.
- B. The Contract will be executed in three (3) duplicate originals.
- C. The City reserves the following rights:
 1. To waive informalities in any proposal or in the proposal procedure.
 2. To negotiate with the Bidder in the manner allowed by law.
 3. To reject the Bid of any Bidder that has previously defaulted on any contract with the City.
 4. To reject any and all Bids.
 5. To re-advertise for Bids.
 6. To award the Contract on the basis of cost and ability of the Bidder to produce, deliver, and install requested products.

7. To increase or decrease the scope of work herein specified as funds may permit.
8. To accept any item or combination of items of a bid.
9. To hold any or all bids for a period of thirty (30) days after the date of opening. Applicants will not be allowed to withdraw submitted proposals during the thirty (30) day period.

D. Each Bidder, by submission of his/her Bid, proclaims and agrees and does hereby waive any and all claims for damages against the officers or employees of the City when any of the rights reserved by the City in the Request for Bid notice herein may be exercised.

E. Applicants are hereby notified that liability for liquidated damages, in the amount of two hundred dollars (\$200) per day shall occur for each day by which the time of completion of the Contract exceeds the 60 day completion date subject to justifiable extensions, as required in writing.

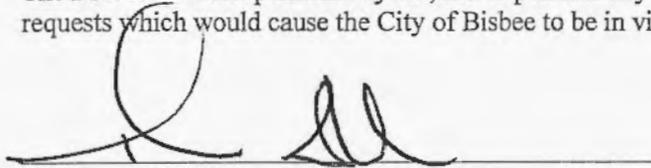
Overall Federal Regulation Compliance

All contractual provisions required by USDOT, as set forth in the FTA Circular 4220.1 E dated May 1, 1995, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this document.

The bidder must sign the Debarment and Suspension Certification Letter.

The Contract with the City of Bisbee for the Bus Shelters and signage is enclosed.

The Bidder shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the City of Bisbee to be in violation of the FTA terms and conditions.



Signature of Bidder Representative

Thomas Allen vice President
Name and Title of Bidder Representative

Arizona Correctional Industries
Company Name

July 26, 2016
Date:

Debarment and Suspension Certification (Lower Tier Covered Transaction)
(Required Form for Procurements of \$25,000 or more)
(Vendor certifies)

The prospective lower tier participant certifies by submission of this Offer that neither it nor its "principals," as defined at 49 CFR, Section 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the prospective lower tier participant (Bidder) is unable to certify to the statement above, it shall attach an explanation and indicate that it has done so by placing an "X" in the following space _____.

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE BIDDER OR OFFERER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801, ET SEQ., APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.



Signature of Bidder Representative

James Allen Vice President
Name and Title of Bidder Representative

Arizona Correctional Industries
Company Name

July 26, 2016
Date: