



**REQUEST FOR QUOTATION
INFORMAL ONE-TIME BUY**

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OR A PURCHASE ORDER**

QUOTATION No. 2020004

1. DESCRIPTION

- 1.1 Size of bicycle storage needs to fit on a 7.75 foot x 15 foot 6” thick concrete pad.
- 1.2 Must be easy to install and able to secure on an existing concrete, asphalt or paved surface. There should be no need to engineer/pour additional concrete, asphalt or pavement.
- 1.3 Tamper-proof, vandal and theft-resistant
- 1.4 Durable, resistant to UV and graffiti
- 1.5 Individual bicycle storage
- 1.6 Capable of accommodating a variety of personal, commercially available locking devices (users will provide their own locks) that are replaceable.
- 1.7 Interior space fits all types of bicycles and scooters including electric
- 1.8 Shape of container conforms to bicycle and scooter shapes without disassembly.
- 1.9 Shape of container does not allow camping by humans or animals or storage of personal belongings.
- 1.10 Easy to use
- 1.11 Unit meets or exceeds specifications and requirements of Class 1 secure bicycle parking and/or USGBC LEED Bicycle Storage requirements
- 1.12 Colors to coordinate with current colors of the Park and Ride Exhibit A

2. DELIVERY LOCATION

- 2.1 **23454 W MC 85, Buckeye, AZ 85326**

3. STANDARD TERMS & CONDITIONS:

3.1 DELIVERY

All prices are quoted F.O.B destination unless otherwise specified.

3.2 PAYMENT TERMS

Unless other payment terms are specifically stated by the bidder, payment terms shall be 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering a discount will not be considered in the price evaluation of your offer.

3.3 BRAND NAMES

Acceptable alternates will be considered unless otherwise specified. Please provide sufficient literature to evaluate the alternate.

3.4 WARRANTY

Warranty is a minimum of two-years on materials and workmanship, unless otherwise stated.

3.5 QUOTED PRICES

Price quotes shall be valid for 180 calendar days.



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3.6 TAX

Do not include sales tax in quoted price, unless otherwise requested.

3.7 AWARD

This award will be made on an "all or none" basis.

3.8 OFFER

This offer will remain in effect for a period of 180 calendar days from the due date and is irrevocable unless it is in the City's best interest to do so.

4. FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

4.1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The CITY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the CITY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.



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The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4.3 ACCESS TO RECORDS AND REPORTS

- A. **Record Retention** - The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- B. **Retention Period** - The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records** - The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance** - The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

4.4 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the CITY and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to



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so comply shall constitute a material breach of the Contract.

4.5 **CIVIL RIGHTS LAWS AND REGULATIONS**

The CITY is an Equal Opportunity Employer. As such, the CITY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CITY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- A. **Nondiscrimination** - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. **Race, Color, Religion, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and



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Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- D. **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. TERMINATION

- 5.1 For City’s Convenience.** This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by the Vendor of written notice by the City. Upon termination for convenience, the Vendor shall be paid for all undisputed services performed to the termination date.
- 5.2 For Cause.** This Contract may be terminated by either party upon 30 days’ written notice should the other party fail to substantially perform in accordance with this Contract’s terms, through no fault of the party initiating the termination.
- 5.3 Due to Work Stoppage.** This Contract may be terminated by the City upon 30 days’ written notice to the Vendor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.
- 5.4 Conflict of Interest.** This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Vendor to any other party of the Contract with respect to the subject matter of the Contract.
- 5.5 Gratuities.** The City may, by written notice to the Vendor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment,



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entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Contract. In the event this Contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor an amount equal to 150% of the gratuity.

- 5.6** Contract Subject to Appropriation. The provisions of this Contract for payment of funds by the City shall be effective when funds are appropriated for purposes of this Contract and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Contract and the City shall keep the Vendor fully informed as to the availability of funds for the Contract. The obligation of the City to make any payment pursuant to this Contract is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Contract during any immediately succeeding fiscal year, this Contract shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Contract.

6. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and 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 the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the CITY that would cause the CITY to be in violation of the FTA terms and conditions.

7. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (*Include certification form*)

Debarment, Suspension, Ineligibility and Voluntary Exclusion - The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or CITY to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;



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- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CITY. If it is later determined by the CITY that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. PRICING SCHEDULE

Item No.	Description	Quantity	Unit of Measure	Unit Cost	Extended Price
1	Bike Storage - Red		Ea.	\$	\$
2	Bike Storage – Yellow/Orange		Ea.	\$	\$
3	Bike Storage - Blue		Ea.	\$	\$
4	Shipping & Handling			\$	\$
5	Tax			\$	\$
Total					\$

9. PAYMENT TERMS

Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net



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45 days; effective after receipt of invoice or final acceptance of the products, whichever is later.
Payment terms offering a discount will not be considered in the price evaluation of your offer.

Please complete and submit this quote by Thursday, April 23, 2020.

PLEASE EMAIL OR DELIVER TO:

SUBMITTED BY:

Buyer: _____

Company Name: _____

Address: _____

Printed Name: _____

Address: _____

Phone: _____

City, State, Zip: _____

Email: _____

Telephone: _____

E-mail: _____

Signature: _____



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DEBARMENT AND SUSPENSION CERTIFICATION

This form is to be submitted with an offer exceeding \$25,000.

Choose one alternative:

- The Proposer certifies to the best of its knowledge and belief that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Executed in City of Buckeye:

Company Name:

Authorized signature and Title

Date



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Exhibit A

Park and Ride Colors

