



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345

Telephone: (623) 773-7115  
Fax: (623) 773-7118

Buyer: Christine Finney

Solicitation No. P11-0025 Page 1 of 1

Description: Bus (Transit) Shelters

Amendment No. Two (2) Date: 4/1/2014

In accordance with the contract's terms and conditions, the above referenced contract is hereby extended an additional seven (7) years. Therefore, the new contract term is 4/1/2014 – 4/1/2021.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature

Date

Typed Name and Title

CBS Outdoor, LLC  
Company Name

3150 S. 48<sup>th</sup> Street #200

Phoenix

AZ

85040

Address

City

State

Zip Code

Attested By:

Rhonda Geriminsky, City Clerk

Director: Bill Mattingly, Public Works/Utilities Director

Dept Rep: Walt Begley, Interim Public Works Deputy Director

CC Number

ACON16111B  
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

April 17, 2014, at Peoria, Arizona

Dan Zenko, Materials Manager

City Seal

Copyright 2003 City of Peoria, Arizona  
(Rev 07/05/11)

Official File

ACON16111B



# CONTRACT AMENDMENT

## Materials Management Procurement

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Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P11-0025 Page 1 of 5  
Description: Bus (Transit) Shelters  
Amendment No: One (1) Date: Mar 25, 2014

Buyer: Christine Finney, Buyer II

**I. The contract is hereby amended as follows:**

**A.** Add Solar lighting for security at fifteen (15) existing transit shelters.

**B.** Add thirteen (13) new non-ad structures and seven (7) new ad structures to the City of Peoria transit shelter inventory:

- Peoria Avenue - Six (6) new non-ad shelters with solar lighting (to be owned by the City).
- Thunderbird Road - Seven (7) new non-ad shelters with solar lighting (to be owned by the City).
- Thunderbird Road - Seven (7) new shelters with advertising & solar lighting (to be owned by CBS).

**C.** The City will bear the cost of installation and assume ownership of the non-ad shelters.

**D.** The Contractor will bear the cost of installation and assume ownership of the shelters with ad faces.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

**John R. Clements**  
**Executive Vice President**

CBS Outdoor, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company Name

3150 S. 48<sup>th</sup> Street #200

\_\_\_\_\_  
Address

Phoenix

\_\_\_\_\_  
City

AZ

\_\_\_\_\_  
State

85040

\_\_\_\_\_  
Zip Code

Attested by:

*[Handwritten Signature]*  
for Rhonda Geriminsky, City Clerk

*[Handwritten Signature]* 03-25-2014  
Director: Bill Mattingly, Public Works/Utilities Director

*[Handwritten Signature]* 5/25/14  
Department Rep: Walt Begley, Interim Public Works Deputy Director

*[Handwritten Signature]*  
Project Manager: Ben Wilson, Civil Engineer

*[Handwritten Signature]*  
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
*[Handwritten Signature]* 2014 at Peoria, Arizona.

*[Handwritten Signature]*  
Dan Zenko, Materials Manager



City Seal  
Copyright 2003 City of Peoria, Arizona

\_\_\_\_\_  
CC Number

ACON16111A  
\_\_\_\_\_  
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A C O N 1 6 1 1 1 A



# CONTRACT AMENDMENT

**Materials Management  
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9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
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Solicitation No: P11-0025      Page 2 of 5  
Description: Bus (Transit) Shelters  
Amendment No: One (1)      Date: Mar 25, 2014

Buyer: Christine Finney, Buyer II

E. Detailed Price breakdown is as follows:

6 Non-Ad Transit Shelters on Peoria Ave.			
Qty	Description	Unit Price	Price
6	Oasis Transit Shelter*	\$700.00	\$4,200.00
6	Solar security lighting*	\$1,100.00	\$6,600.00
6	Standard trash containers*	\$300.00	\$1,800.00
6	Standard bench*	\$250.00	\$1,500.00
5	12 x 6 concrete pad	\$700.00	\$3,500.00
5	12 x 6 concrete pad labor	\$500.00	\$2,500.00
<b>Sub Total</b>			<b>\$20,100.00</b>

7 Non-Ad Transit Shelters on Thunderbird Road			
Qty	Description	Unit Price	Price
7	12' Heritage Shelter*	\$7,834.00	\$54,838.00
7	6' Curved Bench*	\$991.00	\$6,937.00
7	Heritage 30 Gallon Trash Container*	\$822.00	\$5,754.00
7	Solar security lighting *	\$1,100.00	\$7,700.00
<b>Sub Total</b>			<b>\$75,229.00</b>

15 Transit Shelters / Solar Lighting for Peoria Ave Existing Shelters			
Qty	Description	Unit Price	Price
15	Solar Lighting for security*	\$1,100.00	\$16,500.00
<b>Sub Total</b>			<b>\$16,500.00</b>

7 Ad Transit Shelters on Thunderbird Road			
Qty	Description	Unit Price	Price
7	Heritage 12' Shelter**	\$0.00	\$0.00
7	6' Curved Bench**	\$0.00	\$0.00
7	Heritage 30 Gallon Trash Container**	\$0.00	\$0.00
7	Solar security lighting **	\$0.00	\$0.00
<b>Sub Total</b>			<b>\$0.00</b>

\* includes labor & installation

\*\*no cost to the City

<b>Total</b>	<b>\$111,829.00</b>
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**Total Price includes tax, bonds, and insurance**



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Solicitation No: P11-0025                      Page 3 of 5  
Description: Bus (Transit) Shelters  
Amendment No: One (1)                      Date: Mar 25, 2014

Buyer: Christine Finney, Buyer II

- F. Contractor agrees to maintain all City-owned non-ad transit shelters, including all aspects of maintenance for the lighting (i.e. replacing batteries, bulbs, repairs) at the existing contracted rate (currently \$60 per non-ad structure) for the remainder of the contract term.
- G. Contractor agrees to maintain all transit shelters with advertising, including all aspects of maintenance for the lighting (i.e. replacing batteries, bulbs, repairs) and shall pay the City at the existing rate (currently \$40/month, or 20% of gross proceeds from ad sales, whichever is greater) for all shelters where advertising is placed.
- H. Items G & F above may be combined and the difference be remitted in one single transaction.

**II. The following General Terms and Conditions are hereby added to the contract:**

- A. General. The Contractor shall perform all services and furnish all labor, supplies and materials as necessary for the design, transport, site preparation, and installation of solar lighting and transit shelters (the Work) for the City of Peoria.
- B. Contractor's Responsibilities. The Contractor shall provide (where applicable) the design, sealed structural engineering drawings, all materials, fabrication, footings, lighting, transportation, delivery, and installation. Additionally, the Contractor shall provide Certificates of Insurance, and provide coordination with the City and its contractors, and all project management.
- C. Coordination with City. Contractor shall meet with the City of Peoria prior to commencing the Work to discuss and coordinate the location of the Work at the Site and for such other purposes as are reasonably necessary to coordinate and assure the fulfillment of Contractor's obligations hereunder and the expectations of City.
- D. Licenses. Contractor shall maintain in current status all applicable Federal, State and Local licenses and permits required for the work being conducted, except where the City is required to do so as set forth in subsection II(F) below, in which case the City shall have such obligation.
- E. Laws and Regulations. The Contractor shall comply with all applicable City and County codes, ordinances and regulations and state and federal laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and protect and indemnify the City of Peoria, Arizona, and its officers and agents against any claim or liability arising from or based on the violation of any such ordinances, regulations or laws.
- F. Permitting and Inspections: If required, the City of Peoria shall apply for any permits and/or other jurisdiction work authorizations that may be required. The City of Peoria may assign the Contractor the responsibility for receiving any or all permits. This assignment of responsibility will not include responsibility for payment of fees associated with the issuance of permits. Contractor shall be responsible for the coordination of, and request for any necessary inspections and shall have responsibility to perform work in compliance with issued permits to receive all applicable approvals.
- G. Notice to Proceed: The City will issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual project start date, the project duration and the mutually agreed upon project completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the project duration. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the project duration.

No work shall be started until after all required permits, licenses, and easements have been obtained.



# CONTRACT AMENDMENT

## Materials Management Procurement

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Solicitation No: P11-0025 Page 4 of 5  
Description: Bus (Transit) Shelters  
Amendment No: One (1) Date: Mar 25, 2014

Buyer: Christine Finney, Buyer II

No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative.

The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

- The start of construction in order to arrange for inspection.
- Shutdown of City water, sewer, drainage, irrigation and traffic control facility.
- Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at anytime.
- Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.
- Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water. Risk of Loss. The risk of loss or damage to the Work shall be borne by the Contractor until completion of the Work, and the Contractor shall take such measures as are necessary to protect the Work from loss or damage until completed and accepted by the City.

**H. Traffic Regulations:** All traffic affected by this construction shall be regulated in accordance with the *City of Phoenix -Traffic Barricade Manual*, latest edition and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.
2. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS signs in accordance with the Traffic Barricade Manual.
3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.
4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Contract.
5. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications Payment for this item shall be



# CONTRACT AMENDMENT

## Materials Management Procurement

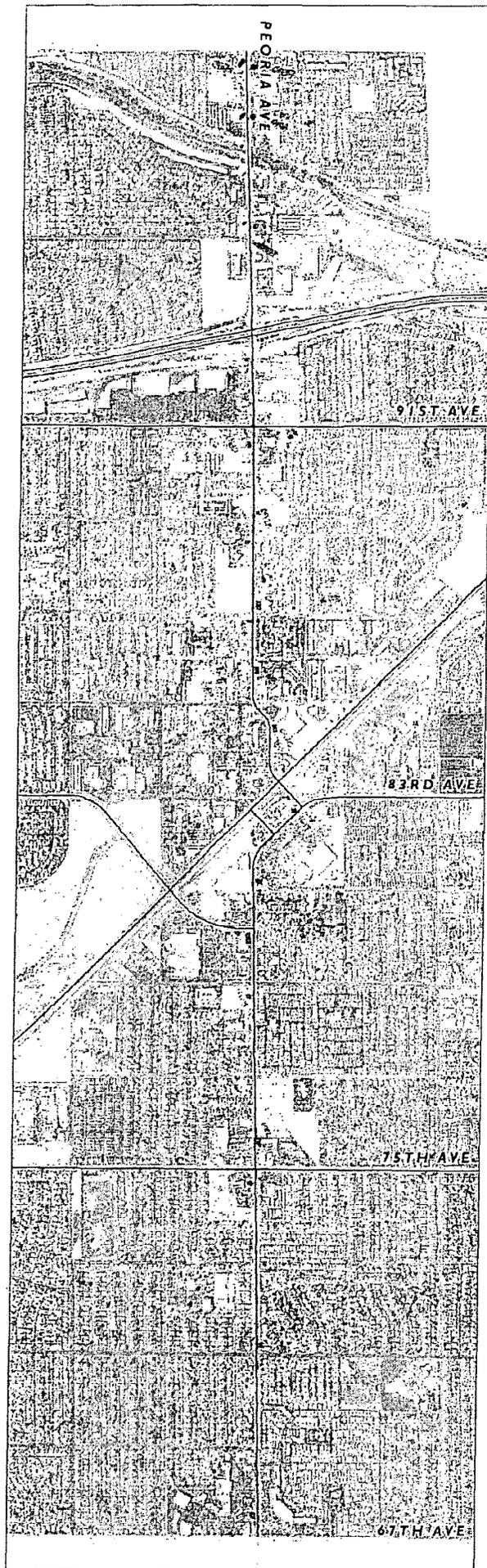
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
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Solicitation No: P11-0025                      Page 5 of 5  
Description:            Bus (Transit) Shelters  
Amendment No:    One (1)                      Date: Mar 25, 2014

Buyer: Christine Finney, Buyer II

made at the contract lump sum price for TRAFFIC CONTROL.

6. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062 or [offduty@peoriaaz.gov](mailto:offduty@peoriaaz.gov).
8. The Police Department shall determine if traffic hazards at construction projects warrant the use of Police Assistants or AZ Post Certified Peace Officers to provide traffic control services. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062.
9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.
10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.
12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.
13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.
14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.
15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.





# City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No: P11-0025  
Materials and/or Services: Bus Shelters and Benches

Proposal Due Date: January 19, 2011  
Proposal Time: 5:00 P.M. AZ Time

Project No:

Contact: Terry Andersen  
Phone: (623) 773-7115

Mailing Address: City of Peoria, Materials Management  
9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Peoria, AZ 85345

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal Package.

### OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact: Steve Chatham Email: steve.chatham@csboutdoor.com  
Name: Steve Chatham Telephone: 6022469569 Email: csboutdoor.com

CBS Outdoor Inc

Company Name

[Signature]  
Authorized Signature for Offer

3150 S. 48th Street, #200

Address

Steve Chatham

Printed Name

Phoenix AZ 85040

City State Zip Code

VP Transit / Real Estate

Title

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: Wanda Nelson  
City Clerk



CC: \_\_\_\_\_

Contract Number: Acon 16111

Official File: \_\_\_\_\_

City of Peoria, Arizona. Effective Date: 04/01/2011

Approved as to form by: Ellen Van Riper, Assistant City Attorney  
Stephen M. Kemp, City Attorney

Contract Awarded Date: March 22 2011

[Signature]  
Herman Koebergen, Materials Manager

A CON 16111

## Teresa Andersen

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**From:** Chatham, Steve [steve.chatham@cbsoutdoor.com]  
**Sent:** Wednesday, March 09, 2011 9:54 AM  
**To:** Teresa Andersen  
**Subject:** RE: City of Peoria Az Shelter text

Terry in reply to your request our Phoenix GM, Brent Wood, sent me both the Peoria and Phoenix rate card rates as shown below. Please let me know if there is anything else you need. Thanks for your help on this Terry.  
Steve

---

**From:** Wood, Brent  
**Sent:** Wednesday, March 09, 2011 9:40 AM  
**To:** Chatham, Steve  
**Cc:** Calihan, Phil  
**Subject:** RE: City of Peoria Az Shelter text

Peoria=\$350  
Phx=\$550

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**From:** Teresa Andersen [mailto:Teresa.Andersen@peoriaaz.gov]  
**Sent:** Tuesday, March 08, 2011 3:18 PM  
**To:** Chatham, Steve  
**Subject:** RE: City of Peoria Az Shelter text

Steve,

Yes, we can accept this email correspondence as your formal response to our letter. The City understands that the rate card is a target rate but would still like an idea of the published pricing for our file. With that said, I would like to move forward and ask if you can send me the rate card as soon as you can so we can finalize the contract. Do you agree?

Thanks,  
Terry

---

**From:** Chatham, Steve [mailto:steve.chatham@cbsoutdoor.com]  
**Sent:** Tuesday, March 08, 2011 9:26 AM  
**To:** Teresa Andersen  
**Subject:** FW: City of Peoria Az Shelter text

Terry, our attorney accepts your attorney's wording below, and has commented (clarification regarding rate card) on your request regarding our acknowledgement of all points contained in your letter dated 1/31/11. This email will be considered our formal response if acceptable to you. If not, please let me know. Thanks,  
Steve

---

**From:** Posy, David H  
**Sent:** Tuesday, March 08, 2011 7:31 AM  
**To:** Chatham, Steve  
**Subject:** RE: City of Peoria Az Shelter text

I am OK with their proposed change below. With regard to the letter:

- 1-Item 11 requires no comment
- 2-Item 12: We will provide current rate card rates. It should be understood, however, that rate card is a target rate. Actual rates are negotiated based on then current market conditions.
- 3- Bullet 1- See agreed to language below.

---

**From:** Teresa Andersen [mailto:Teresa.Andersen@peoriaaz.gov]  
**Sent:** Monday, March 07, 2011 3:37 PM  
**To:** Chatham, Steve  
**Cc:** Christine Finney  
**Subject:** RE: City of Peoria text

Steve,

As requested, your response was sent to our City Attorney's office for review. Please see below the revised highlighted section of your proposed language that we can agree to.

*"CBS Outdoor owns the existing shelters and benches and there will be no cause or requirements by the City to have CBS change out, replace or modify the existing shelters or pads during the term of t, but it should be understood that rate card only presents a target ratehis e caragreement. Any sites for new ad shelters will be mutually agreed by the City and CBS. Notwithstanding the foregoing, at the request of the City, CBS will from time to time take all necessary steps to move and to the extent necessary, replace (with similar design) existing shelters that must be relocated due to changes in bus routes and/or private development or public works projects of the City or other governmental entities. The City will use its best efforts to ensure that such relocation is made to a location with equal or better visibility to the shelter and economic viability as an advertising platform . CBS shall bear all costs relating to such relocation, provided it may seek such costs from any involved private developer. ~~The City shall require payment of such repayment to CBS by private developers as a condition of the approval of their development.~~ The City shall make every effort and, if necessary, make comments on the site plan as part of the City's developer review process to incorporate repayment to CBS Outdoor by private developers as a condition of the approval of their development."*

In addition, I would like to request a formal response to our letter dated January 31, 2011 acknowledging all points within, particularly 1., Items 11 & 12 and 2., Bullet 1 (accepting the language with the exception). I have also attached the January letter for you to reference. Please let me know if you have any questions or concerns.

Thank you,

Terry Andersen, CPPB  
Buyer I  
City of Peoria - Materials Management  
9875 N. 85th Avenue, 2nd Floor  
Phone: 623-773-7981  
Fax: 623-773-7118  
Email: [teresa.andersen@peoriaaz.gov](mailto:teresa.andersen@peoriaaz.gov)  
Office hours are Monday-Thursday 7:00a.m. - 6:00p.m.

---

**From:** Chatham, Steve [mailto:steve.chatham@cbsoutdoor.com]  
**Sent:** Monday, February 07, 2011 7:55 AM  
**To:** Teresa Andersen  
**Subject:** FW: City of Peoria text

Terry, would you run the attached response from our legal group by your legal group and see if it works for you? If there are any questions or you need some discussions, please call me. Thanks,  
Steve

City of Peoria, Phoenix, AZ

“CBS Outdoor owns the existing shelters and benches and there will be no cause or requirements by the City to have CBS change out, replace or modify the existing shelters or pads during the term of this agreement. Any sites for new ad shelters will be mutually agreed by the City and CBS. Notwithstanding the foregoing, at the request of the City, CBS will from time to time take all necessary steps to move and to the extent necessary, replace (with similar design) existing shelters that must be relocated due to changes in bus routes and/or private development or public works projects of the City or other governmental entities. The City will use its best efforts to ensure that such relocation is made to a location with equal or better visibility to the shelter and economic viability as an advertising platform . CBS shall bear all costs relating to such relocation, provided it may seek such costs from any involved private developer. The City shall require payment of such repayment to CBS by private developers as a condition of the approval of their development.”



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Procurement**  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

January 31, 2011

CBS Outdoor Inc.  
Attn: Steve Chatham, Vice President  
3150 S. 48th Street, Suite 200  
Phoenix, Arizona 85040

RE: Solicitation Number P11-0025, Bus Shelter Services and Benches

Dear Mr. Chatham:

The City of Peoria has received your proposal for the above referenced solicitation. In order to evaluate your proposal further, the City requesting clarification on the following points:

1. CBS's proposal response, Section D, Cost Consideration Price Sheet:

- Item 11 – Cost to maintain shelters where no advertising is placed. CBS quoted a price of \$60 per month, further indicating that this price is *“for the 1<sup>st</sup> year - costs for future years may increase due to increases in costs/expenses to CBS (such as labor, fuel, vehicle, etc).”*

The City will review requests for price adjustment for item 11 after the contract has been in effect for one (1) year. All price adjustment requests shall be made to the City, in writing, accompanied by the appropriate supporting documentation to support and justify any requested price adjustment.

- Item 12 – cost to the City to advertise, per shelter. CBS indicated this cost is subject to *“Market rates applicable for the location(s), timeframe, quantity, time of year and year of the desired ads.”*

The City does not disagree with this provision. In turn, CBS agrees to provide the City of Peoria with a current rate card for 2011, and each subsequent year.

In addition, the City is submitting the following response to the exceptions noted in CBS Outdoor's proposal:

2. CBS's Proposal Response, Section E, Exceptions:

- Bullet 1 – *“CBS Outdoor owns the existing shelters and benches and there will be no cause or requirements by the City to have CBS change out, replace or modify the existing shelters or pads during the term of this agreement. Any new sites for ad shelters will be mutually agreed by the City and CBS.”*

The City cannot agree to this exception. In accordance with the solicitation Requirements, Page 15, Section II, Subsection C, Shelter Locations, Item 3, "*Shelters may be moved, removed or relocated for various reasons including but not limited to; private development, Public Works projects of City or other governmental units or agencies, public convenience, transit stop changes, repeated vandalism or at the direction of the Shelter Program Administrator. Shelters may be moved, removed, or relocated only with the permission of the Shelter Program Administrator or designee. City does not guarantee any specific sites for the duration of this Agreement. Contractor shall bear the full cost of moving, removing and relocating shelters. Costs to remove a shelter due to private development may be recovered by Contractor from the developer.*" Per the current contract, and the proposed new contract, the City must be able to determine, at its sole discretion, the location of each shelter, and if necessary, the relocation of certain shelters, if necessary.

- *Bullet 2 – "Audits of the financial records will be limited to one per calendar year with at least 30 days prior written notice."*

The City is in agreement with this statement.

- *Bullet 3 – "CBS will be responsible for any and all items regarding ad benches and ad shelters in addition to the cleaning and maintenance required. The City will be responsible for selecting items for non ad shelters, their design, fabrication, and installation for which the City will reimburse CBS at cost plus 11%."*

The City is in agreement with this statement.

- *Bullet 4 – "Contract renewals, after the initial 3-year term, shall be in 1 year or greater increments and will be mutually agreed to by the City and CBS."*

The City is in agreement with this statement.

Please respond to this request for clarification by **5:00 p.m. Wednesday, February 9, 2011**. Your response should demonstrate an acknowledgement and understanding of the City's position with regard to the pricing and the exceptions.

Should you have any questions regarding this request, please call me at (623) 773-7115, or e-mail me at [teresa.andersen@peoriaaz.gov](mailto:teresa.andersen@peoriaaz.gov). I look forward to receiving your response.

Sincerely,



Teresa Andersen, CPPB  
Buyer I - Materials Management



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

#### 1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

#### 12. AWARD OF CONTRACT:

a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*.

c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
  - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. 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 Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §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 the 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 consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** 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.
9. **SEVERABILITY:** 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.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, 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 for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P11-0025

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Bus Shelters and Benches.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

6. **Contract Type:** Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of three (3) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended in one (one) to twelve (12) month increments, for supplemental periods, of up to a maximum of seven (7) years.
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
10. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Materials Management Division:

**ADDRESS:** Development and Community Services Building  
9875 N. 85<sup>th</sup> Ave  
Peoria, Arizona 85345  
Vantage Conference Room, 2<sup>nd</sup> floor

**DATE:** January 11, 2011

**TIME:** 10:00 a.m., Arizona Time

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.



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11. **Submittal Requirements:** See Pages 19-20 for Proposal Format, Content and Submittal Requirements for this Solicitation.
12. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
13. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
  - a. Project Understanding and Project Approach;
  - b. Firms/Staff's Capabilities and Assignments;
  - c. Experience / Similar Projects;
  - d. Cost Considerations;
  - e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.
14. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
15. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
16. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
17. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
19. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
20. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
21. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
22. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.



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All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

### 23. Required Insurance Coverage:

#### a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

#### b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as



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broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. **Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. **Professional Liability**

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

24. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements, as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

25. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

26. **Independent Contractor:**

a. **General**

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. **Liability**

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's



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duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. **Other Benefits**

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

27. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

28. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

29. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

30. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to



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maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
  - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
  - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
  - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
  - e. Ensure that offices and workspaces containing customer information are secure.
  - f. Ensure that computer virus protection is up to date
31. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
32. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
33. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
34. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
  - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;



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- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - i. Deduction from an unpaid balance;
  - ii. Any combination of the above or any other remedies as provided by law.



## SCOPE OF WORK

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### **I. PROJECT DESCRIPTION**

The City of Peoria provides fixed route public transportation within the city limits of Peoria through Regional Public Transportation Authority (RPTA)/Valley Metro. This solicitation is for a qualified, professional firm to supply, install, maintain and clean bus stop passenger shelters for the comfort and convenience of its customers using RPTA/Valley Metro while providing a share of related advertising revenue to the City of Peoria. The City of Peoria currently has 31 bus stop shelters (See Attachment A) at bus stop "pick up point" locations as determined by the Shelter Program Administrator. The City does not own these bus stop shelters.

### **II. BACKGROUND**

Public transit plays an important role in transporting large numbers of people to and from work places, social service organizations, public events and activity centers in an energy conscious manner and City has an interest in promoting such public transit. The City desires to support public transit and provide for the comfort, safety, and convenience of its passengers.

### **III. REQUIREMENTS**

Contractor shall perform the following services as defined:

#### **A. Basic Services**

1. Contractor, to the satisfaction of City, shall provide services, equipment, personnel and management to provide safe, clean, attractive bus passenger shelters with advertising which generate revenue to be shared with the City. Contractor hereby agrees to perform all services in accordance with current, applicable statutes, ordinances and regulations including City sign, zoning requirements and designations. All shelter designs must be approved by the City before placement in the public right-of-way and shall contain such transit information thereon as may be reasonably required by the City of Peoria Shelter Program Administrator or other City Designee.

#### **B. Shelter Design**

1. Shelters must comply with the current version of RPTA/Valley Metro Bus Stop Guidelines (see Attachment B). Shelters shall be set at a minimum of 48" from face of curb. All shelters, when installed shall comply with the accessibility requirements of the Americans with Disabilities Act (ADA).
2. The contractor should submit several bus stop designs that fit Peoria's image and neighborhood expression. The City reserves the right to approve the design or may elect to provide their own shelter design as part of a revitalization or private development effort at no cost to the contractor. In addition, the City may elect not to allow advertising at these locations. The contractor, however, may be required to maintain and clean these as part of the overall contract. The City will pay the contractor for these services.

#### **C. Shelter Locations**

1. Contractor shall provide the Shelter Program Administrator or designee with a current monthly location of all shelters (see Attachment A). Shelters may be relocated only with the permission of the Shelter Program Administrator or designee.



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2. Contractor shall locate, at its own expense, shelters at all approved locations from Attachment A within City-owned right-of-way or, at the option of Contractor, on private property. Locations on privately owned property require written authorization of the owner and a copy of same be provided to City before a shelter is placed. Any shelter on private property shall meet all City standards, rules and regulations.
3. Shelters may be moved, removed or relocated for various reasons including but not limited to; private development, Public Works projects of City or other governmental units or agencies, public convenience, transit stop changes, repeated vandalism or at the direction of the Shelter Program Administrator. Shelters may be moved, removed or relocated only with the permission of the Shelter Program Administrator or designee. City does not guarantee any specific sites for the duration of this Agreement. Contractor shall bear the full cost of moving, removing and relocating shelters. Costs to remove a shelter due to private development may be recovered by Contractor from the developer.
4. All City-directed shelter relocations must commence within ten (10) working days from receipt of a written notice to move, remove or relocate the shelter and be completed within five (5) working days after commencement.
5. It is understood by the Parties that Contractor's use of the shelter and bench for advertising purposes may be limited by City's Sign Ordinance or other applicable ordinances, and City represents that within thirty (30) calendar days of the execution of this Agreement it will request that the Planning and Zoning Commission initiate an application to amend the Sign Ordinance to permit transit advertising on private or public property as provided in this Agreement.

#### D. Advertising

1. Contractor agrees to maintain a trained professional sales staff to promote advertising within City. City reserves the right to determine the appropriateness of advertising posters and Contractor agrees to remove any advertisement deemed objectionable by the Shelter Program Administrator or designee within twenty-four (24) hours of Notification to Remove, at no expense to the City Contractor shall make all reasonable efforts to keep the advertising spaces fully rented, at competitive prices.
2. The following standards for advertising have been adopted by the City and advertising copy may not be displayed which:
  - a. is illegal, false, misleading or deceptive;
  - b. relates to an illegal activity;
  - c. is explicit sexual material, obscene material, or material harmful to minors as these terms are now, or may hereafter be, defined in Title 13, Chapter 35, Arizona Revised Statutes;
  - d. supports or opposes a candidate, issue or cause, or which advocates or opposes a religion, denomination, creed, tenet or belief;
  - e. depicts violence, weapons, and/or antisocial behavior;
  - f. holds individuals or groups of people up to public ridicule, derision or embarrassment; or
  - g. includes language which is obscene, vulgar, profane or scatological.
  - h. promotes tobacco
  - i. promotes alcohol



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3. Remove all dated advertising within five (5) calendar days from its expiration date. Dated advertising materials are materials that are relevant to a specific time period or an event that occurs on a certain date.
4. City shall have the right to utilize all unsold advertising space at its discretion. All such space shall be subject to preemption for paying advertisers. In the event that City uses its option to display advertisements, City shall provide Contractor with advertising displays ready for installation. Contractor shall install the display at no cost to City.
5. Monthly cost to City to advertise in the shelters.

#### E. Advertising Rates and Contracts

1. Contractor shall establish advertising rates and keep a current copy on file with the City of Peoria Materials Management Division and the Shelter Program Administrator. Contractor agrees to pay the City a monthly percent payment of advertising receipts. Payment shall be sent quarterly to the Shelter Program Administrator or City designee.
2. Contractor shall report and provide City with copies of all trade/barter contracts which Contractor may obtain or have during the life of this Agreement. Contractor shall compensate City for such trade/barter contracts by paying City a sum equal to the percentage of revenue that City is due from equivalent cash contracts.

#### F. Maintenance Requirements

1. Contractor shall properly maintain the shelters plus the immediate area. At a minimum, Contractor shall provide cleaning and maintenance services at least once a week for each location. A proposed maintenance schedule listing specific cleaning and maintenance tasks shall be submitted to City for approval upon execution of this Agreement. Contractor shall clean and maintain shelters within twenty-four (24) hours when requested by City in response to citizen complaints or field observation.
2. In the event Contractor fails to repair, replace, or relocate shelters within the time specified, City may at its discretion perform the necessary services and charge the costs to Contractor.
3. It is Contractor's responsibility to keep shelters in a safe condition at all times, and Contractor agrees to make safe or remove severely damaged shelters within twenty-four (24) hours of notification by City.
4. Contractor shall maintain adequate trained personnel for maintenance work.

#### G. Accounting Records

1. The City may perform an annual audit of Contractor's sales and barter/exchanges financial records as may be required to confirm Contractor's compliance with this Agreement. In addition, Contractor agrees to keep books and accounts in a method and form as reasonably required by City; said books and accounts shall be open to inspection and audit by City or its designee by appointment during normal working hours.
2. Upon request, Contractor shall furnish City with a monthly statement of advertising receipts and



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copies of contracts written.

#### H. Satisfactory Performance Provisions

1. Contractor shall furnish all necessary labor, tools, equipment and supplies to perform its required services. The Shelter Program Administrators or designee shall decide all questions and acceptability of any work performed under this Agreement. If, in the opinion of the Shelter Program Administrator or designee, performance or Contract compliance becomes unsatisfactory, the City may exercise its rights and remedies under this Agreement.
2. Upon request, the contractor shall furnish the City with a statement of its advertising receipts and copies of contracts written each month. Contractor will make every effort to comply with the performance standards set forth in this Agreement. City and contractor will meet from time to time to evaluate the contractor's performance.
3. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).
4. Contractor agrees that in connection with performance of this Agreement it will use its best efforts to ensure that minority business enterprises have the maximum practicable opportunity to compete for subcontract work and the providing of goods or services under this Agreement.
5. Contractor shall provide all information and reports required by Urban Mass Transportation Administration (UMTA) regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by City to be pertinent to ascertain compliance with such regulations, orders and instructions.

I. Termination: Upon this agreement terminating for any reason, City has the option to either (i) purchase the shelters provided herein at the undepreciated book value of the assets indicated by Contractor's books of account, or (ii) order the removal of the shelters from City right-of-way within sixty (60) days from the dissuaded date of a Notice to Remove. If City elects to purchase the shelters at the end of the term of this agreement, such option shall be exercised in writing prior to the last thirty (30) days of the term.

J. Definitions: The following definitions apply to this agreement and the payment calculations.

1. "Advertising Receipts" is defined as the net total dollars (less agency commissions and applicable sales taxes) received by the Contractor for advertising sales or barter/exchange for the shelters covered by this Agreement.
2. "Monthly Percent Payment" is the sum of the product of the Contractor's advertising receipts for the month times the applicable percentage.



## SUBMITTAL REQUIREMENTS

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#### **I. PROPOSAL FORMAT**

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in this Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. The proposals should be submitted in the maximum length of twenty (20) pages. **DO NOT BIND THE ORIGINAL COPY.**

#### **II. PROPOSAL CONTENT**

The following items shall be addressed in the proposal submission. Failure to provide the requested information below may result in proposal rejection.

##### **A. Project Understanding & Method of Approach:**

- Demonstrate an understanding of the project and present a proposed method of approach for satisfying the requirements of the scope of work on a point-by-point basis.
- The method of approach should include a written narrative to demonstrate the firm's ability to satisfy the scope of work.
- Provide any options or value added firm can provide.
- Address compliance with all Federal and State requirements.

##### **B. Firm's/Staff's Capabilities and Assignments:**

- Provide a brief history of the firm and its experience
- Provide information on those individuals who will be assigned to work with the City of Peoria including a description of their experience. Specifically, identify one dedicated service manager and his/her qualifications, including but not limited to years employed with the firm, experience, and training.
- Include individual qualifications, certifications, and background checking information.
- Provide firm's applicable certifications and licenses.

##### **C. Experience/Similar Projects:**

- References - Provide a list of three (3) clients with projects similar in size and scope.
- Include a written narrative to demonstrate the firm's experience with similar projects.
- Include copies of recent letters of commendation from clients.

##### **D. Cost Considerations:**

- Complete the Price Sheet.

##### **E. Conformance to Request for Proposals:**

- Failure to provide all requested information may result in Offeror's proposal being rejected as non-responsive.
- Complete all required City Forms indicated below. City forms are not counted in the 20-page limit:
  - Offer and Acceptance – Complete and sign the top portion
  - References – Complete the questionnaire as indicated or attach separate form
  - Exceptions – All Exceptions must be clearly noted and identified on the attached form
  - Business License – Attach to the form
  - Minority or woman owned business – Indicate status on the form, if applicable.



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Fax: (623) 773-7118

### III. EVALUATION CRITERIA

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Project Understanding and Method of Approach;
- b. Firms/Staff's Capabilities and Assignments;
- c. Experience / Similar Projects;
- d. Cost Considerations;
- e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

### IV. PROPOSAL SUBMITTAL AND CONTACT INFORMATION

**Proposals are due no later than 5:00 P.M. on January 19, 2011.** Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria  
Materials Management  
P11-0025, Bus Shelters and Benches  
9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.

All questions regarding this proposal should be submitted, in writing, forty-eight (48) hours in advance of the solicitation due date and time and directed to Terry Andersen, Buyer via E-mail at [Teresa.Andersen@peoriaaz.gov](mailto:Teresa.Andersen@peoriaaz.gov) or Fax at (623) 773-7118.

**Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.**



# PRICE SHEET

Solicitation Number: P11-0025

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Minimum Monthly Payment/Shelter	% Payment of Gross Proceeds
	The percentage of gross proceeds (whichever is greater) received on shelters where advertising is placed. Payment to the City of Peoria is based on the following per shelter payment and time schedule.				
1.	Contract Year (1-3): 2011-2014	1	EA.	\$ 40	20 %
2.	Contract Year (4): 2015	1	EA.	\$ 40	20 %
3.	Contract Year (5): 2016	1	EA.	\$ 40	20 %
4.	Contract Year (6): 2017	1	EA.	\$ 40	20 %
5.	Contract Year (7): 2018	1	EA.	\$ 40	20 %
6.	Contract Year (8): 2019	1	EA.	\$ 40	20 %
7.	Contract Year (9): 2020	1	EA.	\$ 40	20 %
8.	Contract Year (10): 2021	1	EA.	\$ 40	20 %
9.	Contractor's percent mark up for design of new non-ad structures requested by the City. <u>11</u> %				
10.	Contractor's percent mark up for construction of new non-ad structures requested by the City. <u>11</u> %				
11.	Cost to maintain shelters where no advertising is placed.	1	EA.	\$ 60* /mo.	
12.	Cost to City to advertise per shelter	1	EA.	\$ ** /mo.	
	*This cost is for the 1st year .Costs for future years may increase due to increases in costs/expenses to CBS (such as labor, fuel, vehicle, etc)				
	**Market rates applicable for the location(s), time frame, quantity, time of year and year of the desired ads.				



# QUESTIONNAIRE

Solicitation Number: P11-0025

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact:

1. Company: City of Chandler  
Contact: Jason Crampton  
Address: 975 E. Armstrong Way  
Chandler AZ 85286  
Phone: 480 782 3402  
Email: [Jason.crampton@chandleraz.gov](mailto:Jason.crampton@chandleraz.gov)  
Type of Work: Ad Shelter Program  
Annual Value: 3 times more shelters than Peoria
  
2. Company: City of Avondale  
Contact: Kristen Sexton  
Address: 11465 West Civic Center Drive  
Avondale AZ 85323  
Phone: 623 333 1030  
Email: [ksexton@avondale.org](mailto:ksexton@avondale.org)  
Type of Work: Ad Shelter Program  
Annual Value: Similar number of shelters as Peoria
  
3. Company: City of Goodyear  
Contact: Bob Carrier  
Address: 190 N Litchfield Road  
Goodyear, AZ 85338  
Phone: 623 882 7893  
Email: [Bob.carrick@goodyear.gov](mailto:Bob.carrick@goodyear.gov)  
Type of Work: Ad Shelter Program  
Annual Value: Similar number of shelters as Peoria



## QUESTIONNAIRE

Solicitation Number: P11-0025

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Offerors are to indicate below any exceptions they have taken to the Terms and Conditions and/or the Scope of Work:

This offer is based upon the following:

- CBS Outdoor owns the existing shelters and benches and there will be no cause or requirements by the City to have CBS change out, replace or modify the existing shelters or pads during the term of this Agreement. Any new sites for ad shelters will be mutually agreed by the City and CBS.
- Audits of the financial records will be limited to one per calendar year with at least 30 days prior written notice.
- CBS will be responsible for any and all items regarding ad benches and ad shelters in addition to the cleaning and maintenance required. The City will be responsible for selecting items for non ad shelters, their design, fabrication and installation for which the City will reimburse CBS at cost plus 11%.
- Contract renewals, after the initial 3 year term, shall be in 1 year or greater increments and will be mutually agreed to by the City and CBS.

**\*Recommendation (not an exception)\*:** Allow alcohol products to be advertised on the shelters and benches. Restrict their placement to no closer than 600' to schools and churches (as the City of Phoenix does) and revenue from sales could go up 20% to 30% over current sales.



## QUESTIONNAIRE

Solicitation Number: P11-0025

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, / No X\_\_\_\_\_.

If yes, please provide details and documentation of the certification.

**Proposal to**

**City of Peoria**

**For**

**Bus Shelter Services and Benches  
RFP # P11 - 0025**

**From**

**CBS Outdoor Inc.  
January 19, 2011**



Terry Andersen, Buyer  
City of Peoria,  
Materials Management,  
9875 North 85<sup>th</sup> Ave, 2<sup>nd</sup> Floor  
Peoria AZ, 85345

Attention: Terry Andersen

Re: Request for proposals for Bus Shelters and Benches

Dear Terry,

CBS Outdoor Inc. is pleased to submit this proposal in response to the City of Peoria's RFP for Bus Shelters and Benches.

CBS Outdoor is a wholly owned subsidiary of the CBS Corporation and as such can provide the financial wherewithal necessary to stand behind our commitments. This financial integrity along with our vast experience selling and managing the largest out-of-home advertising company in North America and our highly effective national sales network are just a few of the reasons that CBS Outdoor is the right choice for the City of Peoria.

CBS Outdoor would very much like to partner with the City of Peoria on this project and can guarantee its success.

If you have any questions or need more information, please don't hesitate to contact me.

Sincerely

A handwritten signature in black ink, appearing to read "Steve Chatham", written in a cursive style.

Steve Chatham  
Vice President

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- iv. Business License**
- v. Minority Woman Owned Business Status**

2011



Account Number
8761

Valid until 12/31/2011  
unless revoked

### Privilege Tax License

The person or firm listed below is hereby licensed to conduct business in the City of Peoria subject to the provisions of the Peoria City Code, Chapter 12

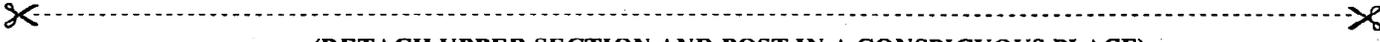
**Post in a Conspicuous Place  
Non-Transferable**

Business Address:

CBS OUTDOOR  
3150 W 48TH ST 200  
PHOENIX AZ 85040


 OUTDOOR SYSTEMS ADVERTISING OF  
 CBS OUTDOOR  
 185 ROUTE 46 W  
 FAIRFIELD NJ 070042321  


Vicki L. Rios, Revenue Manager



(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

Thank you for doing business in Peoria. We realize that you had many options when considering where to operate your business and we are pleased that you chose Peoria.

If you have questions regarding Peoria's tax reporting requirements or need information regarding specialty licenses, please contact us by:

Phone: (623) 773-7160  
 Fax: (623) 773-7159  
 E-mail: [salestax@peoriaaz.gov](mailto:salestax@peoriaaz.gov)

We wish you success and prosperity in this year and in the years to come.

Sincerely,

Sales Tax & Licensing Section

## **A. Corporate Summary/Project Understanding**

## CBS Corporate Structure

CBS Outdoor is a subsidiary of CBS Corporation, a leading worldwide media organization. CBS Corporation is a publicly traded company listed on the NYSE with shareholder equity in excess of \$17 billion. The CBS family of companies includes such preeminent media brands as CBS Television, CBS Radio, CBS/Paramount Television, The CW, King World, Simon & Schuster and Showtime.



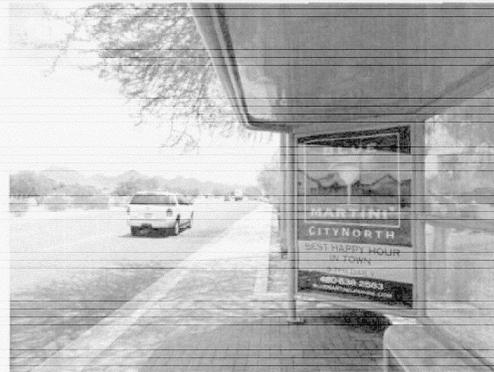
## CBS Outdoor: The Bus Shelter and Transit Furniture Experts

CBS Outdoor sells and services more out-of-home advertising than any other company in North America and has been providing transit and street furniture advertising services to many of the world's largest and most complex cities and transportation departments including City of Phoenix, New York City Transit, Miami-Dade Transit, the London Underground, Toronto Transit, the City of Vancouver, the Los Angeles County Metropolitan Transportation Authority, the City of Philadelphia, Washington's Metro Bus and Metro Rail, BART and San Francisco's MUNI.



With more than 1,600 U.S. employees located in 58 markets nationwide, CBS Outdoor leads the out-of-home advertising industry. Our media

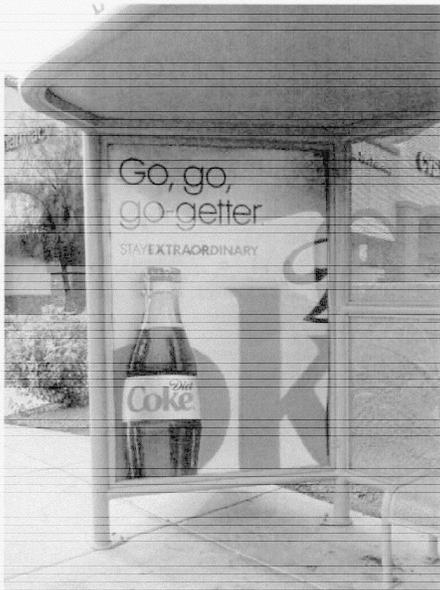
presence in the U.S. is unparalleled, encompassing outdoor, bus, rail and street furniture advertising franchises in more than 50 North American cities.



Success in out-of-home advertising requires a commitment and focus. To ensure the level of commitment and focus required, CBS outdoor created its Displays Division, a distinct group of highly experienced individuals whose sole responsibility and passion is transit and street furniture advertising. These dedicated individuals spend 100% of their time managing transit and street furniture advertising programs and their compensation is directly related to the success of these efforts.

## CBS Outdoor: a Proven Sales Strategy

- The largest out-of-home advertising company in North America with a substantial presence throughout Western Europe and Asia.
- North America's leading provider of Street Furniture advertising services.
- Full service sales and marketing offices in 58 U.S. cities.
- Providing transit shelter programs to Metro Phoenix municipalities for over 20 years.



- A 400 member highly trained dedicated and focused sales and marketing team nationwide.



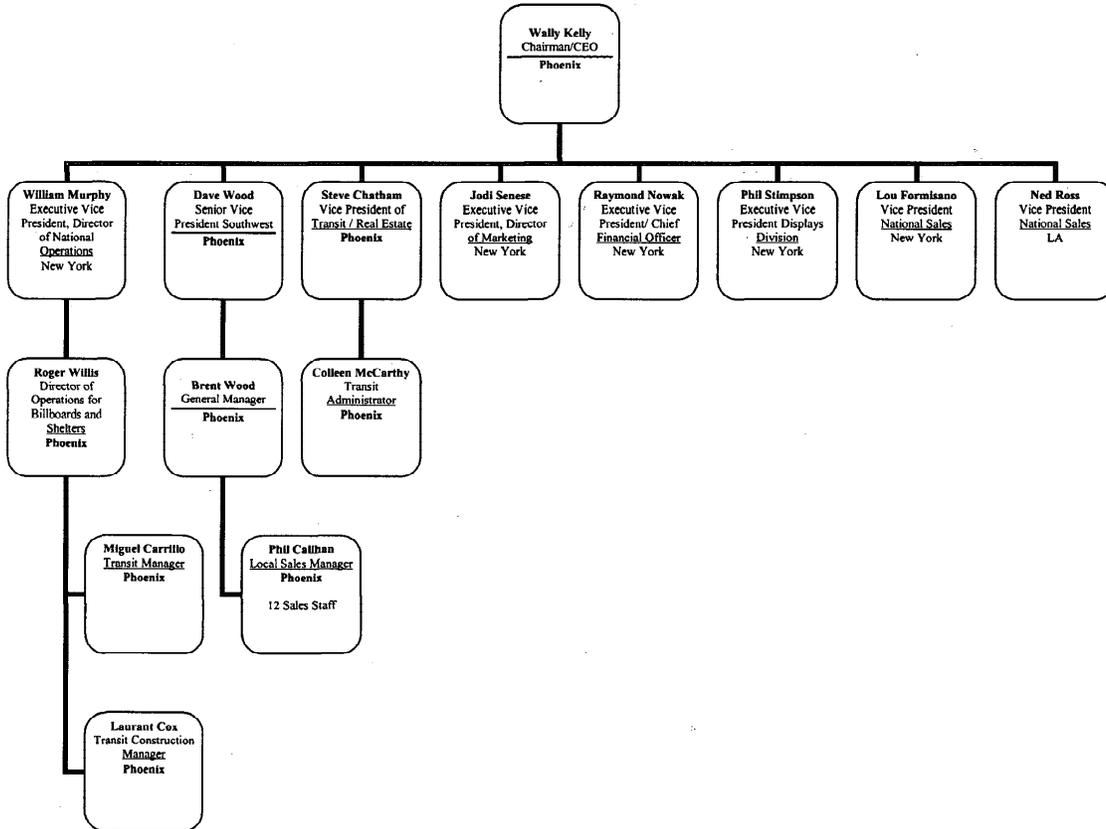
- An extensive client base consisting of a broad cross-section of advertisers across every advertising category.
- A highly experienced, professional marketing department equipped with state-of-the-art research, creative and marketing facilities.
- A dynamic, progressive and financially sound organization as a subsidiary of the CBS Corporation.
- Senior Management team with more than 200 years of continuous experience in street furniture, transit, outdoor and out-of-home advertising.

Because of our focus, innovative approach, consistency and continuous efforts toward improving sales performance, CBS outdoor has clearly established street furniture and transit advertising as main-stream media. Our dominant position in the industry has enabled us to introduce a wide array of new advertising categories to out-of-home and has brought advertisers who have not traditionally used out-of-home advertising onto bus shelters, buses, rail cars and rail station platforms around the country. With 400 sales and marketing executives in 58 offices nationwide, CBS Outdoor has the unique ability to reach out to all major U.S. advertisers. Our extensive coverage and aggressive approach to sales translates into maximum revenues for the City of Peoria.

**B. Firm's/Staff's Capabilities and Assignments**

**Organizational Chart of Key Management Staff  
Dedicated Service Manager**

# CBS Outdoor: Organization Chart



## **Dedicated Service Manager**

Steve Chatham

Vice President of Transit/Real Estate

Mr. Chatham will be the dedicated Service Manager for this project. Mr. Chatham has served in his current position with CBS Outdoor since 2001. From 1997 to 2001 he was Director Transit/Operations. He has been actively involved with the day to day management and operations of the 5 ad-shelter projects in the Metro Phoenix area. He has also been the corporate contact with the 5 municipalities. From 1992 to 1997, Mr. Chatham was Principal and co-owner of Advance Utility Concepts, a consulting firm specializing in energy and program management. From 1990 to 1992, he was Vice President of A & C Enercom, an electric and gas utility consulting firm. From 1982 to 1990 he was co-owner of Western Investment Properties, a full service commercial real estate brokerage firm.

### **C. Experience/Similar Projects/References**

## **Experience/Similar Projects/References**

The business success of any outdoor advertising program depends on the ability to sell media space. All revenue is solely derived from this source. It is essential that an aggressive sales strategy be in place for the program with strong marketing support behind it. CBS Outdoor has an established and demonstrably successful sales strategy for selling outdoor advertising in the metro Phoenix area. Our packaging and pricing strategies are designed to maximize advertising revenue during the term of our agreement with the City of Peoria.

CBS Outdoor's sales philosophy has always been and will continue to be to aggressively market advertising opportunities to all advertisers. We pride ourselves on our ability to attract and build advertising business in new categories and bringing new advertisers to outdoor advertising.

The CBS Outdoor Phoenix sales team currently consists of twelve (12) account executives plus one local sales manager and one general manager. All members of the sales team are educated and trained on selling the advertising inventory to local and regional advertisers. This knowledge, coupled with the relationships and contacts held by each member of the sales team with many of the business owners and decision makers in the Phoenix area, has culminated in sales to many new companies and categories of advertisers over the past 5 years. Most notably Philips and Associates, Jobing.com, Glen Lerner Law offices, Alaska Events Home Shows, Food City Supermarkets, the Better Business Bureau, Midway Chevrolet and Bank of America.

With the large population growth of the metro Phoenix market, regional marketing companies have also included Phoenix, currently ranked as the 5<sup>th</sup> largest US city along with being the 12<sup>th</sup> largest DMA in the country, in their advertising buys for the southwest.

Salespeople from each market work together daily on packaging outdoor buys. Regional clients such as In-n-Out Burger, Wendys, Whataburger, and Safeway to name a few, are all recent advertisers. With annual events such as the Insight Bowl, Fiesta Bowl, and Phoenix Open, along with the 2011 National Champion of College Football being held at University of Phoenix stadium this year, Phoenix will be even more in the spotlight of the advertising community than before.

In addition to our local sales organization, we have extensive national sales and marketing teams to incorporate the Phoenix area into all presentations to national advertisers ensuring maximum revenues.

Our goal is to continue to create maximum demand for Phoenix area advertising opportunities. By increasing demand, we raise occupancy and consequently raise rates; the result is maximum revenue. In order to achieve our goal, we push demand on two fronts; locally and nationally.

CBS Outdoor Phoenix's local sales efforts are supported by our state-of-the-art Marketing Department. Sales collateral materials targeting specific media buyers are developed through the application of our extensive media and demographic research capabilities.

In summary, although CBS Outdoor is a large, multi-faceted media company, CBS Outdoor Phoenix is comprised of many individuals in the local sales, management, operations and government relations departments who were not only born here in Phoenix, but have lived in the Phoenix area their entire lives. The following individuals represent CBS outdoor's local sales and management group and are directly responsible for the day-to-day management of our out of home inventory in the Phoenix market.

**D. Cost Consideration**

**Price Sheet**

## **E. Required City Forms**

**Offer and Acceptance**

**References (also included above in  
Section C)**

**Exceptions**

**Business License**

**Minority Woman Owned Business Status**



# ATTACHMENT A

Solicitation Number: P11-0025

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

SHELTER #	LOCATION	ELECTRICAL ADDRESS	ON APS	POWER AREA	EQUIPMENT
PE1610	EB Bell F/S 75th Ave, SE	7453 W Bell Rd	YES	APS	M48,1B,1C
PE031	EB Peoria F/S 99th Ave, SE	9871 W Peoria	YES	APS	M48, 1B, 1C
PE040	WB Peoria N/S 99th Ave, NE		NO		M48, 1B, 1C
PE1618	EB Peoria F/S 98th Ave, SE		NO		M48, 1B, 1C
PE030	WB Peoria N/S 98th Ave, NE	9784 W Peoria	YES	APS	M48, 1B, 1C
PE029	EB Peoria F/S 96th Ave, SE	9583 W Peoria	YES	SRP	M48, 1B, 1C
PE028	WB Peoria F/S 95th Ave, NW	9520 W Peoria	YES	SRP	M48, 1B, 1C
PE042	WB Peoria F/S 91st Ave, NW	9114 W Peoria	YES	SRP	M48, 1B, 1C
PE1602	EB Peoria F/S 89th Ave, SE		NO		M48,1B,1C
PE1601	WB Peoria F/S 88th Drive, NW		NO		M33,1B,1C
PE034	EB Peoria F/S 87th Ave, SE		NO		M48, 1B, 1C
PE023	EB Peoria F/S 84th Ave, SE	8381 W Peoria Ave	NO	APS	M48, 1B, 1C
PE035	EB Peoria F/S 83rd Ave, SE	8321 W Peoria Ave	YES	APS	M48, 1B, 1C
PE1574	EB Grand F/S 83rd Ave, SE		NO		M48, 1B, 1C
PE1603	EB Peoria F/S 81st Ave, SE		NO		M33,1B,1C
PE032	WB Peoria F/S 81st Ave, NW	8134 W Peoria	YES	APS	M48, 1B, 1C
PE1604	EB Peoria F/S 79th Ave, SE		NO		M33,1B,1C
PE1605	WB Peoria F/S 79th Ave, NW		NO		M33,1B,1C
PE1606	EB Peoria F/S 77th Ave, SE		NO		M33,1B,1C
PE1607	WB Peoria F/S 77th Ave, NW		NO		M33,1B,1C
PE1576	WB Grand @ 75th Ave, & Olive, NW		NO		M48, 1B, 1C



# ATTACHMENT A

Solicitation Number: P11-0025

**Materials Management Procurement**  
 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, Arizona 85345-6560  
 Phone: (623) 773-7115  
 Fax: (623) 773-7118

SHELTER #	LOCATION	ELECTRICAL ADDRESS	ON APS	POWER AREA	EQUIPMENT
PE044	EB Peoria F/S 75th Ave, SW		NO		M48, 1B, 1C
PE1615	EB Peoria F/S 71st Ave, SE		NO		M33,1B,1C
PE1608	WB Peoria F/S 71st Ave, NW		NO		M33,1B,1C
PE1616	EB Peoria F/S 69th Ave, SE		NO		M33,1B,1C
<b>PE1609</b>	<b>WB Peoria F/S 69th Ave, NW</b>		<b>NO</b>		<b>M33,1B,1C</b>
PE016	WB Peoria F/S 67th Ave, NW	Yes	NO		M48, 1B, 1C
PE033	EB Peoria N/S 67th Ave, SW	6726 W Peoria Ave	YES	SRP	M48, 1B, 1C
PE1619	WB Jefferson N/S 84th Ave	YES-light from Park & Ride	NO	APS	M33, 1B, 1C
PE1600	NB 83rd Ave F/S Stadium Way, NE		NO		M33,1B,1C
PE050	SB 67th Ave F/S Willow, SW		NO		M48, 1B, 1C
PE1613	SB 67th Ave F/S Sweetwater, SW		NO		M48,1B,1C
PE048	SB 67th Ave F/S Cactus, SW		NO		M48, 1B, 1C
PE1612	SB 67th Ave F/S Cholla, SW		NO		M33,1B,1C
PE046	SB 67th Ave F/S Peoria, SW		NO		M48, 1B, 1C
PE1611	SB 67th Ave F/S Mountain View, SW		NO		M33,1B,1C
PE1617	SB 67th Ave F/S Carol, SW		NO		M48,1B,1C
<b>Advertising Bus Benches</b>					
PB0001	EB Peoria N/S 75th Ave, SW	Was PE044 shelter	NO		
PB0002	WB Peoria F/S 75th Ave, NW	Yes	NO		
<b>PB0003</b>	<b>WB Peoria F/S 83rd Place, NW</b>		<b>NO</b>		
PB0004	SB 67th Ave F/S Sunnyside, SW		NO		



## ATTACHMENT B

Solicitation Number: **P11-0025**

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

See attached twenty-six page RPTA Bus Stop Program and Standards – Bus Stop Design Guidelines prepared by PB November 2007.

---

*RPTA Bus Stop Program and Standards*

**Bus Stop  
Design Guidelines**

*Prepared for*

**REGIONAL PUBLIC  
TRANSPORTATION AUTHORITY**



*Prepared by*



**November 2007**

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## **BUS STOP DESIGN GUIDELINES**

The ideal bus stop design meets the transit users' needs for safe, efficient access to the transit system while acknowledging the context of the adjacent neighborhood. This set of guidelines provides standards for bus stop implementation throughout the Valley Metro/RPTA<sup>1</sup> network to encourage consistency in bus stop study, design, and implementation. The guidelines address site selection, accessibility requirements, bus stop amenities, information and signage, and other considerations that go into designing a bus stop. The guidelines were produced as part of RPTA's Bus Stop Program and Standards study, which concluded in November 2007.

To ensure that basic needs and requirements are met, while allowing individual communities to exercise judgment about what works best for a given location, these guidelines detail requirements under the Americans with Disabilities Act (ADA)<sup>2</sup> and/or suggest best practices gleaned from the experience of Valley cities. Best practices are not legal requirements; but, by adopting best practices, towns and cities may be able to avoid costly retrofits that result from pursuing only required minimums. In other words, the guidelines are designed to be flexible and should be tailored to the conditions at a particular stop, yet they detail the non-negotiable aspects of bus stop design. The guidelines also provide information for the development community about basic bus stop design and connectivity considerations. Appendix I is a simplified checklist of all minimum requirements associated with bus stop site selection and design.

The Bus Stop Design Guidelines may also be incorporated into Project Agreements between a lead agency and the RPTA for projects seeking Public Transportation Fund (PTF) funding. All plans submitted for review should show existing bus bays, bus stops, shelters, furniture, bicycle and pedestrian paths, easements, and facilities within 250 feet of the site, as well as adjacent property lines. They should also include a pedestrian and bicycle plan indicating proposed circulation within the site as well as access from the streets and neighborhoods abutting the site, which must also conform to ADA requirements.

### **1. Site Selection**

A bus stop should be located to minimize walking distances to the activity center(s) that is (are) expected to generate the most ridership.

To provide the greatest convenience and safety for passengers, bus stops are generally located as close to intersections as possible. This minimizes walking distance for transferring passengers and encourages the use of sidewalks for bus stop access.

#### **1.1 Best Practices**

Transit stops are generally located 85 feet, plus or minus 25 feet, from the curb of an unsignalized intersection, measured from the tangent point of the intersection curve, and 120 feet, plus or minus 25 feet, from a signalized intersection. Exceptions may be made

<sup>1</sup> Referred to in this document as RPTA

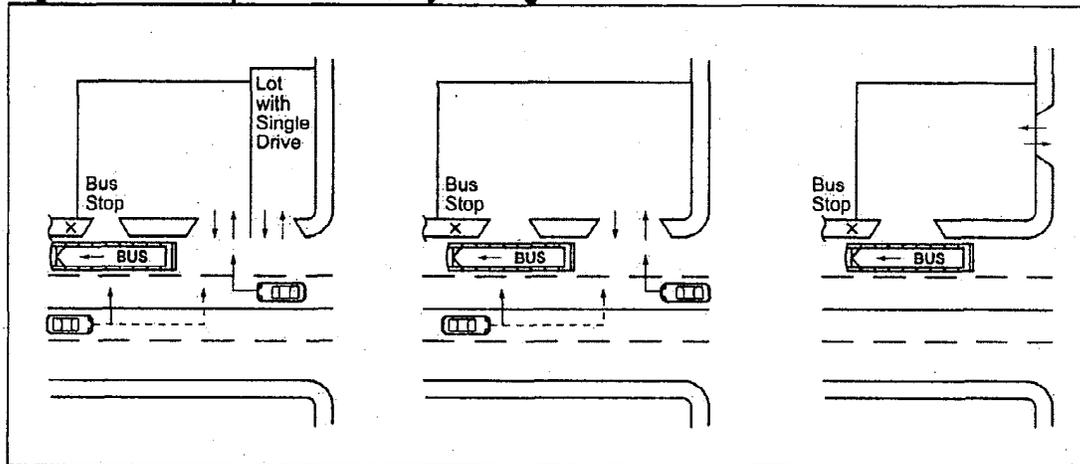
<sup>2</sup> The RPTA and Valley cities will be vigilant about monitoring rule changes that may affect the Bus Stop Program.

for a given location based on right-of-way availability and traffic conditions. The paved passenger loading area should be clear of any obstructions.

Bus stops should be located such that:

- The bus driver can clearly see passengers waiting at the stop.
- Waiting passengers have a clear view of the oncoming bus.
- Driveways are located away from a transit pad. If that is not possible, the pad should be located at least eight feet behind the face of curb to allow better site visibility for automobiles using nearby driveways and to enhance comfort and safety of waiting bus passengers. Figure 1 shows examples of acceptable driveway arrangements.

**Figure 1: Acceptable Driveway Arrangements**

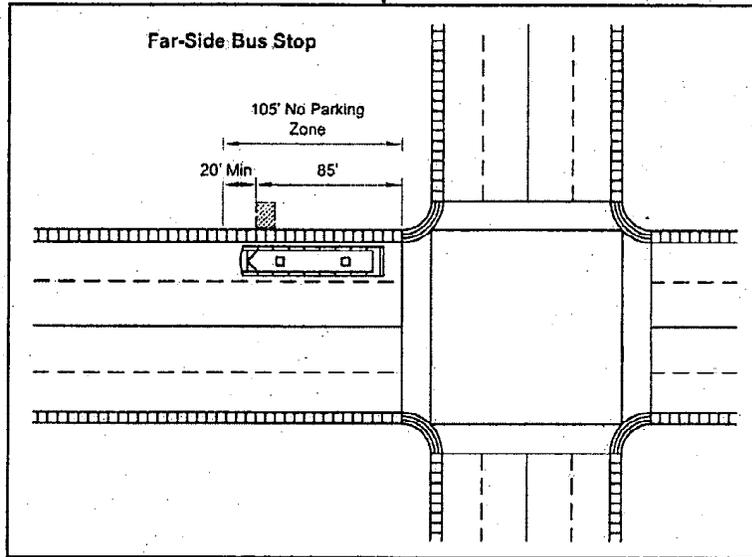


## 1.2 Additional Considerations

Where possible, transit stops should be located on the far side of a signalized intersection, as shown in Figure 2 (on the next page). Benefits to a far-side stop include:

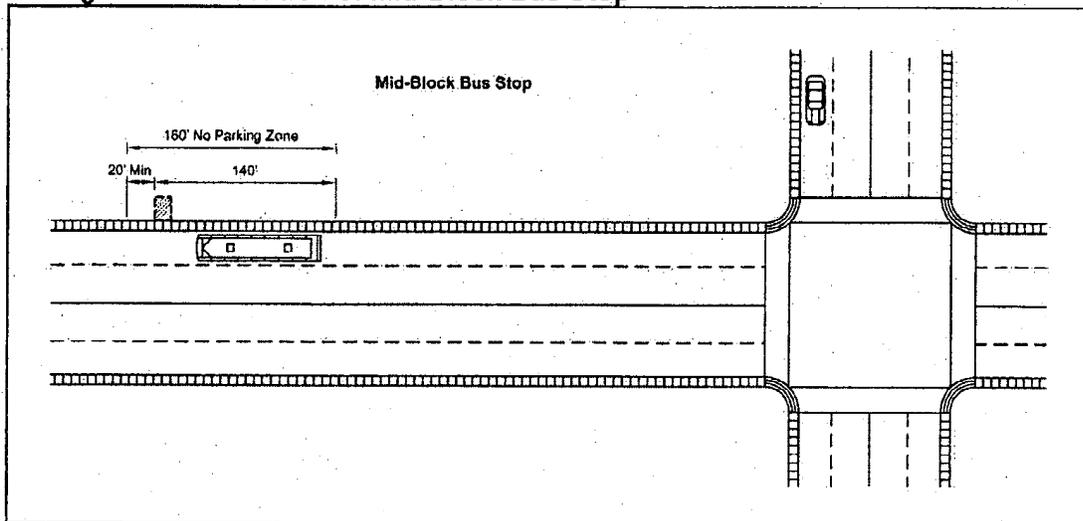
- A stopped bus does not conflict with vehicles turning right from the direction of the bus route.
- The stopped bus does not obscure sight distance to the left for vehicles entering or crossing from the side street.
- At signalized intersections, buses can easily re-enter traffic.
- The stopped bus does not obscure traffic control devices or pedestrian movements at the intersection.

Figure 2: Location of Far Side Bus Stop



While far-side stops are the preferred location for transit stops, mid-block stops, located as shown in Figure 3, may be used as necessary to accommodate high demand locations.

Figure 3: Location of Mid-Block Bus Stop

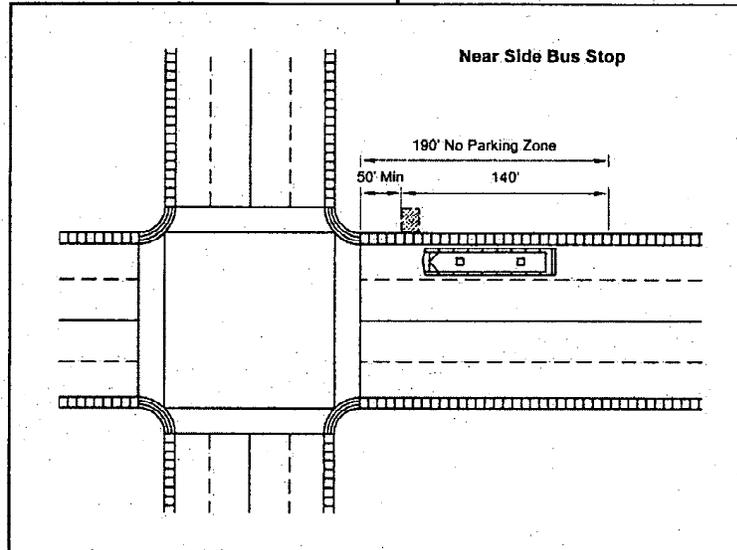


At intersections where far-side stops are not ideal, near-side stops (Figure 4) may be considered if site conditions indicate it to be the preferable option. Near-side stops for alighting only (no seating or shade) should be considered at transfer locations.

Frequency of bus stops is dictated by the distance bus patrons are willing to walk to board a bus, which can vary based on local conditions and land uses. The standard for bus stop locations is at quarter-mile intervals for residential areas and one-eighth-mile intervals for major activity centers. More frequent stops can be located as needed.

Bus stops with heavy transfer activity between routes should be located to minimize the need for passengers to cross a street to transfer to another route. Where this is not possible, the lead agency should work with public works officials on associated pedestrian improvements that will increase accessibility and safety for transit riders transferring from one route to another.

**Figure 4: Location of Near-Side Bus Stop**



## 2. Accessibility

All transit facilities constructed after June 1992 must comply with the applicable provisions of the Americans with Disabilities Act (ADA). Improvements to existing bus stops are not required to meet ADA standards, but are recommended by RPTA.

Fully ADA-compliant stops meet the minimum requirements detailed in these guidelines. Non-accessible stops are those that breach major components of the accessibility criteria, especially with regard to the roadside condition or the waiting pad. A city may place a basic sign/post until ADA requirements can be met.

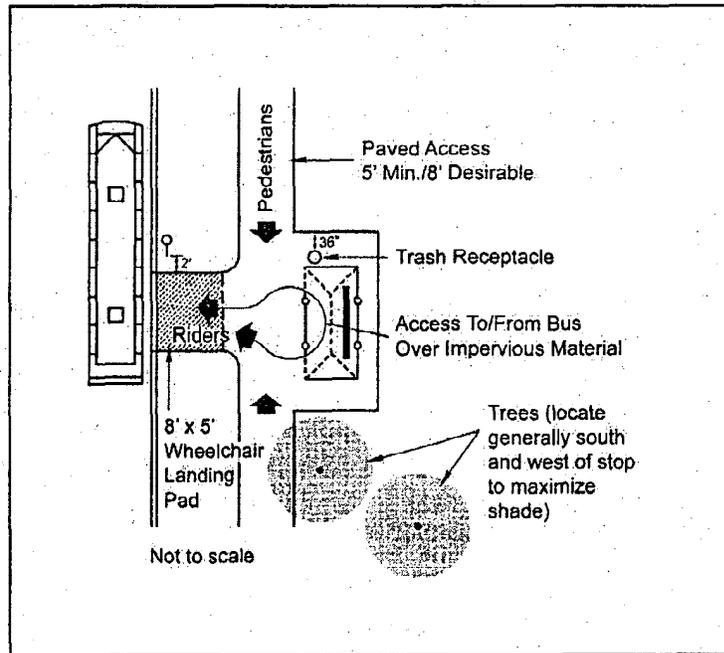
In addition to meeting ADA requirements, good accessibility includes consideration of connectivity between adjacent neighborhoods and the transit stop. Pedestrian access paths should link developments directly to the bus stop. Walled developments should provide convenient and direct pedestrian access to adjacent bus stops.

### 2.1 Minimum Requirements

ADA requirements dictate a minimum sidewalk width of five (5) feet for any location. A minimum horizontal clearance of 36 inches is to be maintained between bus stop components to allow wheelchairs to maneuver. A minimum clear length of 96 inches (measured parallel to the roadway) shall be provided at transit locations where a lift or ramp is to be deployed.

Figure 5 shows these minimum requirements and the circulation within the stop.

Figure 5: Minimum Requirements at Transit Stop



## 2.2 Best Practices and Additional Considerations

Although ADA requirements dictate a minimum sidewalk width of 5-feet, an 8-ft wide sidewalk is desirable. Bus stops should ideally be located near existing crosswalks to encourage safe pedestrian crossings and also located so that a stopped bus will neither block a crosswalk nor obstruct pedestrian visibility of oncoming traffic and vice-versa.

## 3. Bus Stop Pad

Transit passengers should have a continuous, unobstructed area contiguous to the curb for boarding and alighting from a bus. This area is called the "landing area" or "pad." The dimensions of a bus stop pad are critical in providing proper ADA accessibility.

### 3.1 Minimum Requirements

The minimum clear area per ADA requirements is eight feet (measured from the curb) by five feet (measured parallel to the curb).

Abrupt changes in grade should be avoided. Any drop greater than 1/2 inch or surface grade steeper than 1:20 requires an ADA compliant ramp.

### 3.2 Best Practices and Additional Considerations

While ADA requirements stipulate an eight-foot by five-foot pad, RPTA recommends that the pad be eight-by-eight to allow a bus operator to more easily position a wheelchair ramp. It is recommended, although not required, that bus stops in areas with sidewalks

less than eight feet wide or with sidewalks separated from the curb be upgraded to meet the minimum clear area per city standard where possible.

Since different bus designs have doors that open to different places on the pad, the size of the pad can vary depending on the type of bus that serves the stop. Vehicle size and configuration of both existing buses in fleet as well as accommodations for future buses must be taken into consideration to ensure safe and efficient access for passengers. To provide for rear-door alighting from larger buses, the landing area should be at least 30 feet long for stops served by 40-foot buses and at least 40 feet long for stops served by 60-foot, articulated buses.

Surfaces should be stable, firm, and slip-resistant. Such provisions are beneficial for all transit users, but especially for those who have disabilities. Tactile surface treatments are suggested as needed to help visually impaired riders navigate the bus stop.

## **4. Seating**

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Seating provided at a transit stop should be commensurate with the level of use at a stop (as determined by the local jurisdiction), be located in such a way to meet all ADA requirements, and be made from durable, climate-appropriate materials.

### **4.1 Minimum Requirements**

There must be 36 inches of clearance between bus stop amenities and switch boxes, mailboxes, utility boxes, light poles, and other obstructions to allow access and maintenance.

### **4.2 Best Practices**

If possible, bus stop furniture must be placed outside the standard 5-foot sidewalk or clear area. An eight-foot clear area, free from other site furnishings, is preferred.

Benches should have a depth between 20 and 24 inches, be at least 42 inches in length, and have back support of at least 42 inches beginning at a height between 2 inches and 18 inches above the seat. Back support may be achieved through locating benches adjacent to walls or by other designs that will meet the minimum dimensions specified. Bench seats should be between 17 and 19 inches above the ground.

For ease of cleaning and to prevent debris from collecting, it is recommended that all furniture be 36 inches or greater from the face of a building or wall.

Arm rests on benches are recommended. The structural strength of the benches should be such that they can support at a minimum a vertical or horizontal point load at any given point on the surface, fastener, or mounting device.

Transit stop furniture over 2½ feet high should be located to provide clear visibility of the street for automobile drivers in nearby driveways.

Figures 6 and 7 show general site layouts with minimum and desirable clearances.

Figure 6: General Site Layout with Minimum and Suggested Clearances

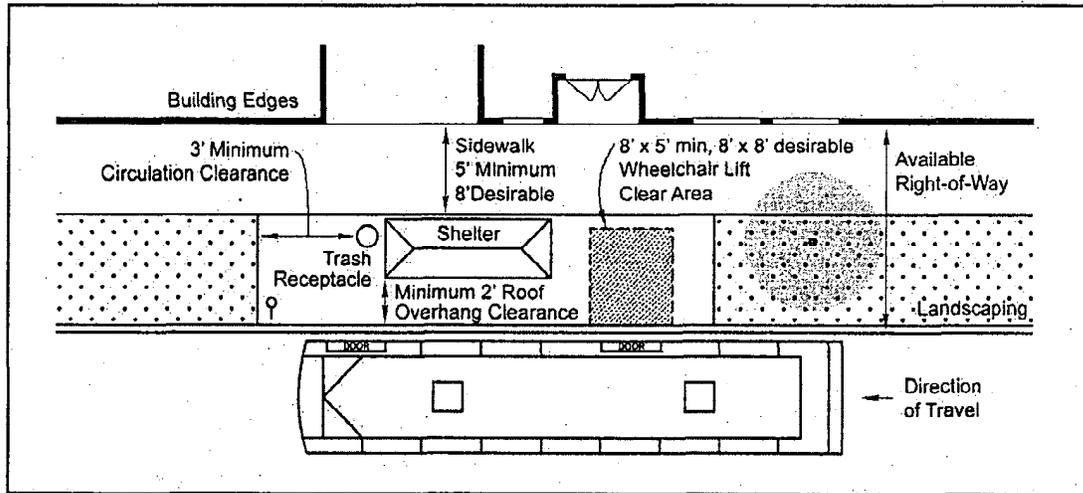
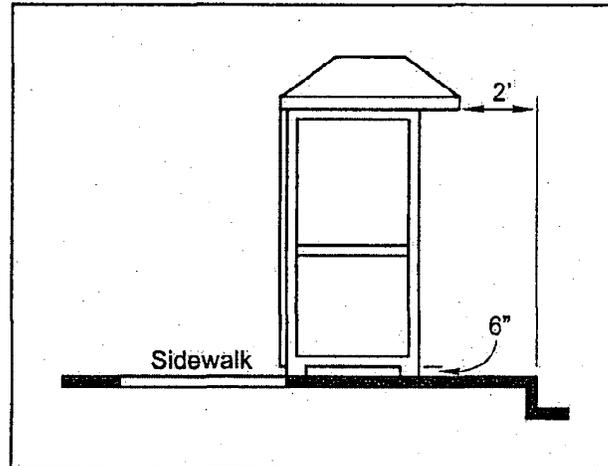


Figure 7: Shelter Placement



### 4.3 Additional Considerations

Each City may use its own bench and furniture design, but factors that should be considered include the following:

- Materials and structure should be chosen for strength, durability, ease of maintenance and resistance to weather conditions, graffiti, cutting, fire, and other forms of vandalism.
- Materials should allow air circulation and avoid retention of hot air. Materials should be finished to prevent overheating. (Possibilities include the use of perforated metal and special coating/paint finishes to prevent surfaces from becoming hot.)
- Design and colors should respond to architectural character of transit furniture in the area and adjacent development.

- Furniture should be readily replaceable and constructed for easy relocation to allow for bus route changes, street improvement projects, etc. Furniture should be anchored to prevent theft or other unauthorized movement.

## **5. Shelter and Shade**

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Protection from the summer sun is a high priority in designing transit furniture and its associated landscaping. Transit shelters that provide weather protection and benches work best in conjunction with landscaping or vertical panels for shade. East- and west-facing shelters benefit when seating can be located on both sides of a shade element. The shelter provides overhead protection from weather conditions.

Shelters should be oriented to allow the bus driver to view waiting riders and so that waiting passengers can see oncoming transit vehicles. In addition, waiting passengers feel safer when they can clearly see their surrounding environment, including other pedestrians. Ideally, the final location of a bus stop shelter should enhance the circulation patterns of patrons, reduce the amount of pedestrian congestion at a bus stop, and reduce conflict with nearby pedestrian activities.

### **5.1 Minimum Requirements**

ADA regulations require a clear space of 30 inches by 48 inches within the shelter for people in wheelchairs.

### **5.2 Best Practices**

Shelter materials and design should:

- Be waterproof with provisions for drainage away from transit passengers and bus loading area.
- Be insulated so as not to collect and radiate heat.
- Allow maximum security for passengers.
- Keep a minimum 6-inch vertical clearance from the sidewalk to avoid collection of trash and debris.
- Display a 24-hour telephone number for emergency repairs.

The location of the curb and sidewalk and the amount of available right-of-way can be determining factors for locating a bus stop shelter.

- Bus stop shelters should not be placed in the wheelchair landing pad (see BUS STOP PAD).
- General ADA mobility clearance guidelines (see ACCESSIBILITY) should be followed throughout the shelter and between the shelter and other street furniture.
- Shelters located directly on the sidewalk or overhanging a sidewalk should be avoided because they may block or restrict general pedestrian traffic.
- To permit clear passage of the bus and its side mirror, a minimum distance of two feet should be maintained between the back-of-curb and the roof or panels of the shelter. Greater distances are preferred to separate waiting passengers from nearby vehicular traffic.

- The shelter should be located as close as possible to the far end of the bus stop zone so it is highly visible to approaching buses and passing traffic, and to minimize walking distance from the shelter to the bus.
- Locating bus stop shelters in front of store windows should be avoided when possible so as not to interfere with advertisements and displays.
- When shelters are directly adjacent to a building, a 12-inch clear space should be preserved to permit trash removal or cleaning of the shelter.

## **6. Lighting**

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Lighting affects bus patrons' perception of safety and security at a bus stop, as well as the use of the site by non-bus patrons. Good lighting can enhance a waiting passenger's sense of comfort and security; poor lighting may encourage unintended use of the facility by non-bus patrons, especially after hours.

Lighting should provide illumination of pedestrian walkways and eliminate shadow areas to increase the transit user's sense of safety. To address security concerns directly, call boxes may be installed (see Section 11).

### **6.1 Best Practices**

For passenger comfort and convenience, a minimum lighting level of two foot-candles is desired throughout the bus stop area, including the shelter.

Where feasible, bus stops should be located so they will be illuminated by existing street lights. Where there are no existing streetlights, stops can be lit by backlighting from advertising installed at bus shelters as well as "stop call" lighting, which is activated by a waiting passenger and serves as a signal to approaching buses that a passenger is waiting. Interior lighting is recommended for shelters. When new lighting is to be installed, solar technology should be explored as an alternative to hardwiring.

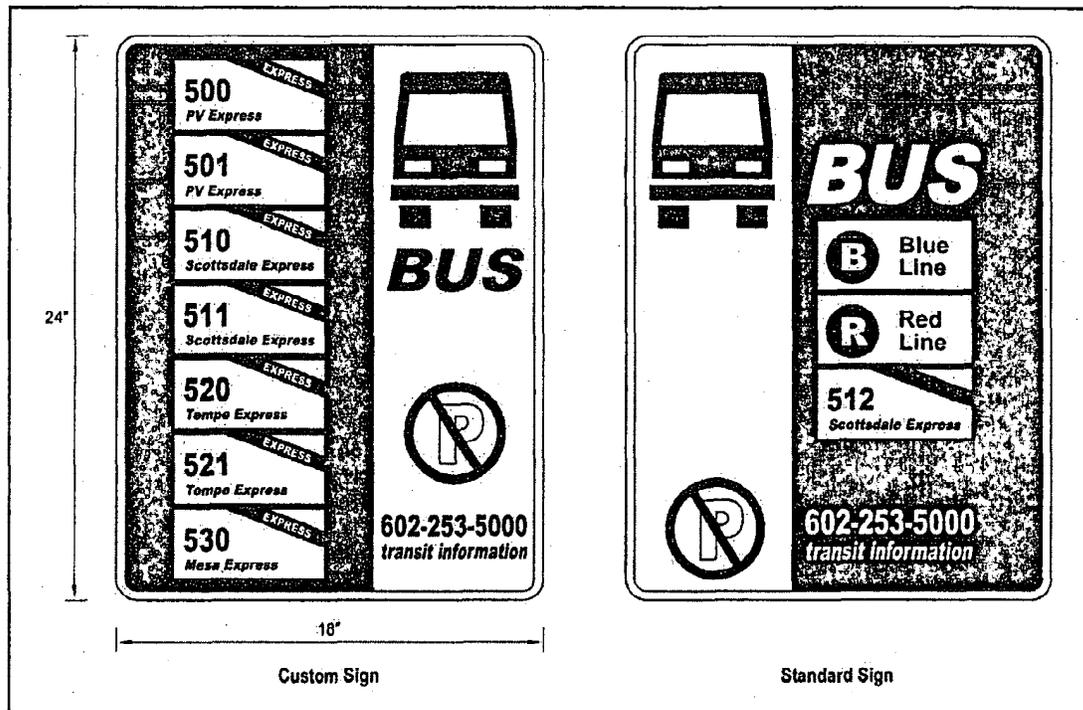
## **7. Information and Signage**

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The placement of bus stop signs is an important tool for transit systems to enhance passenger convenience, operations, and marketing. Bus stop signs are positioned to notify passengers that the bus will stop at that specific location. They serve as a reference for bus operators and as a point of identity for the transit system. Valley Metro branding elements should be included at all stops and will be identified in project agreement forms.

A regional bus stop sign, shown in Figure 8, is currently in use throughout the Valley. The standard regional sign identifies a location as a bus stop and includes the name and number of the bus route(s) being served and the most current transit information telephone number. The sign is 18 inches wide by 24 inches high, reflectorized for night time visibility, and is double-faced so that it can be seen from both directions. The upstream side of the sign may contain "No Parking" information for motorists approaching the bus stop.

**Figure 8: Regional Sign Format**



Guidelines for bus route identification sticker placement are as follows:

- Up to three routes: center the stickers under the word “bus” with ¼ inch spacing between the stickers.
- Between three and seven routes: center the stickers on the blue field of the custom bus stop sign with approximately ¼ inch spacing between the stickers.
- More than seven routes: work with RPTA to design custom stickers that show more than one route per sticker.

## 7.1 Best Practices

### *Bus Stop Sign Placement*

Bus stop signs must be placed near where passengers board at the front of the bus. The header sign is the point at which the front of the bus should be aligned when the bus is servicing passengers and thus should be placed approximately one foot beyond the far side of the landing area for stops served by front-lift buses.

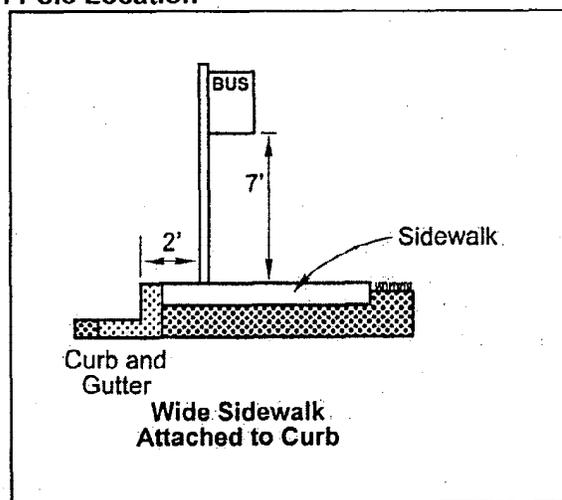
A sign should be installed with its own sign post, at an angle perpendicular to the street. A non-wood light pole may be used if it is at the proper stop location and if the sign face is visible from both sides. Signs are not to be placed on wooden utility poles as they pose a hazard to linemen who climb the poles.

Bus stop signs should be placed independently of all other signs to maintain the importance and uniformity of the bus stop identity. The sign must be easily visible to the approaching bus driver, ideally within four feet of the edge of the street. The bus stop sign should neither block nor be blocked by other jurisdictional signs.

To prevent the sign from being struck with the bus mirrors, it must be positioned no closer than two feet from the back-of-curb, as shown in Figure 9. The bottom edge of the sign should be positioned at a height of at least seven feet from the ground.

A signed no parking zone of 105 feet from the intersection should be maintained, and no parking is permitted at the bus stop itself. The no parking zone may be extended from the stop at the discretion of the jurisdiction.

**Figure 9: Sign Pole Location**



#### *Design*

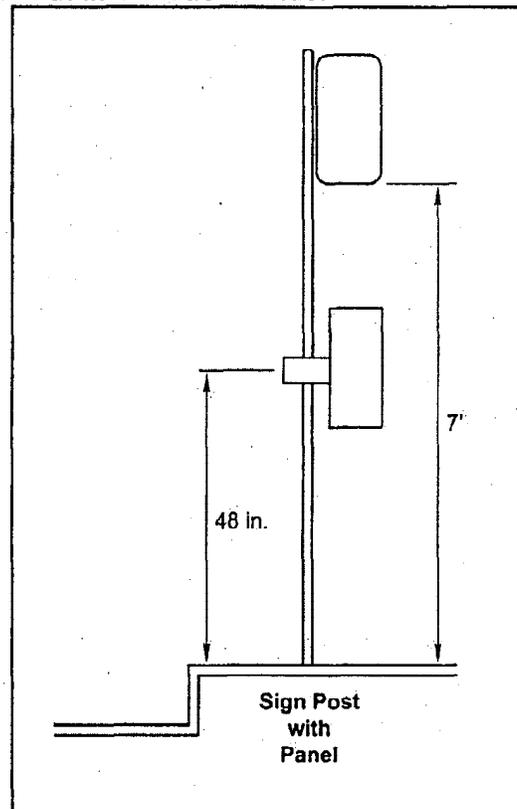
A sign pole should include standard regional bus stop graphics visible from two directions. The sign pole may also include a transit information holder. (A standardized size will allow information sheets to be produced economically.) An information holder is not required, but if one is placed it must meet ADA placement standards. Figure 10 (on the next page) shows possible sign and pole configurations to place an ADA compliant information holder.

#### *Information display*

Interior panels of shelters also can be used for posting route and schedule information. Side panels may be large enough to display the entire system map and can include backlighting for display at night. Shelters that lack side panels can display route and schedule information on the interior roof of the shelter.

Some recommendations for route or patron information display are as follows:

- Provide updated information when changes are made to routes and schedules.
- Consider the quality and appearance of information displays. A visually poor route map conveys a negative impression of the system.
- Make information displays permanent. Temporary methods for displaying information (such as tape-mounting) create a cluttered, unsophisticated appearance at the bus stop.
- Follow ADA clearance, mobility, and visual guidelines for access of information by individuals with impairments.

**Figure 10: Sign Pole with Information Holder**

## 8. Trash Receptacle

Trash receptacles can improve the appearance of a bus stop by providing a place to dispose of trash. Low user volumes may not justify the inclusion of this amenity at a bus stop; however, an ongoing litter problem at a bus stop may warrant the provision of a trash receptacle at an otherwise low-volume location.

Trash cans should be positioned to encourage use by waiting passengers without blocking wheelchair or pedestrian access to the landing pad, bus, shelter, sidewalk, or information case. It is recommended that the trash receptacle be placed near the boarding area of the bus to encourage patrons to dispose of trash as they board. At bus stops where shelters are installed, the trash receptacle should ideally be positioned to the immediate right or left of the shelter (although sidewalk conditions and right-of-way limitations may prevent this).

Due to heightened security concerns, some municipalities may consider adding ballistic blankets to the insides of trash receptacles at stops with increased security needs. This is intended to absorb blast forces from a bomb placed in the bin.

## **8.1 Best Practices**

The trash receptacle should have:

- A minimum capacity of 30 gallons
- Fixed components to prevent unauthorized removal
- Materials that allow for air circulation and avoid containment of hot air
- Materials that are finished to prevent overheating

When installing a trash receptacle:

- Anchor the receptacle securely to the ground to reduce unauthorized movement.
- Locate the receptacle away from wheelchair landing pad areas and allow for at least a 3-foot separation from other street furniture. If recycling is also placed adjacent to the trash receptacle, the same circulation requirements apply.
- Locate the receptacle at least two feet from the back of the curb.
- Ensure that the receptacle, when adjacent to the roadway, does not visually obstruct nearby driveways or land uses.
- Avoid installing receptacles that have ledges or other design features that permit liquids to pool or remain near the receptacle—this may attract insects.
- Avoid locating the receptacle in direct sunlight.

## **9. Landscaping**

Landscaping can enhance the level of passenger comfort and attractiveness of transit, but should be positioned and maintained such that safety, visibility, and accessibility are not compromised by encroaching bushes, uneven grass surfaces, etc.

A landscape plan should incorporate shade trees for bus stops, maximizing shading for summer morning and afternoon hours. Any landscaping provided should be located so as not to obstruct the shelter canopy or visibility of the bus stop.

### **9.1 Best Practices**

Shade trees and other protective landscaping should be provided wherever possible within the bus stop easement, in addition to incentives recommended to adjacent developments. This landscaping could be considered part of the development's frontage landscape and could count towards any landscaping requirements that may apply.

Considerations for selection and location of landscaping include:

- Mature trees with adequate canopy to shade the seating area
- Low-water consumption trees and shrubs
- Tree location should consider the solar orientation of the transit stop. (Priority should be given to shading afternoon summer sun.)
- Transit landscaping should be compatible with other frontage landscaping.

Tree branches that extend into the roadway below 11 feet should be trimmed back at least two feet from the curb otherwise they become an obstacle that the bus driver may not be able to avoid. Grass should not be planted between the sidewalk and the curb at bus boarding and alighting areas (to meet ADA requirements, at least eight feet parallel to the street and five feet perpendicular to the street must be hard surface).

## 10. Bicycle Accommodation

Bicycle storage facilities, such as bike racks, may be provided at bus stops for the convenience of bicyclists using transit. Designated storage facilities discourage bicycle riders from locking bikes to bus facilities or on an adjacent property. Proper storage of bicycles can reduce the amount of visual clutter at a stop by confining bikes to one area. The provision of bicycle facilities is discretionary. Cities must evaluate bicycle usage at each location, as well as user requests.

### 10.1 Best Practices

Bicycle riders need security, damage prevention, and convenience. Bicycle racks and lockers at bus stops must also have a compact design and ease of maintenance.

#### *Types of bicycle storage facilities*

Good bicycle storage facilities will do the following:

- Provide the ability to lock frame and at least one wheel. Devices that lock front wheel only cause security problems for bicycles with "quick release" wheels.
- Support the bicycle without pinching or bending the wheel.
- Avoid scratching the paint on the bicycle frame.
- Provide a place to lean a bicycle while locking it.
- Provide a quick, easy-to-identify locking procedure.

Inverted "U" rack elements mounted in a row should be placed on 30" centers. This allows enough room for two bicycles to be secured to each rack element. Normally, the handlebar and seat heights will allow two bicycles to line up side-by-side if one of them is reversed. When there is a conflict, the bikes can be placed slightly offset from one another as shown. If the elements are placed too close together, it becomes difficult to attach two bikes to the same element.

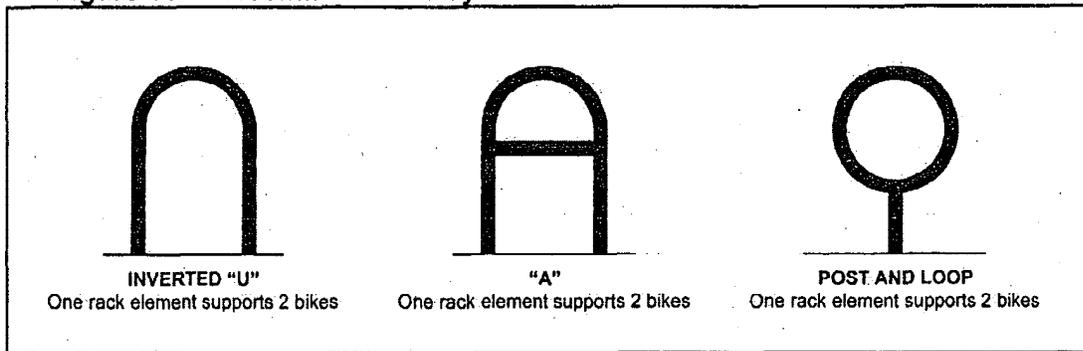
Wave style racks are not recommended. Bicyclists commonly use a "wave" rack as if it were a single inverted "U." This limits the actual capacity of the rack to two bikes regardless of the potential or stated capacity. Bicycles parked perpendicular to a wave rack (as intended by the manufacturer) are not supported in two places and are more likely to fall over in the rack. The advertised capacity of a wave rack is usually much higher than the practical capacity.

Recommended types of bicycle racks are shown in Figure 11.

#### *Placement and Site Layout*

Placement of bicycle facilities is important to meet ADA requirements and to provide a facility that bicyclists will use. If it is too inconvenient and time consuming to squeeze a bike into the space and attach a lock, a cyclist will look for an alternative place to park or use one rack element per bike and reduce the projected parking capacity. If the space is

**Figure 11: Recommended Bicycle Racks**



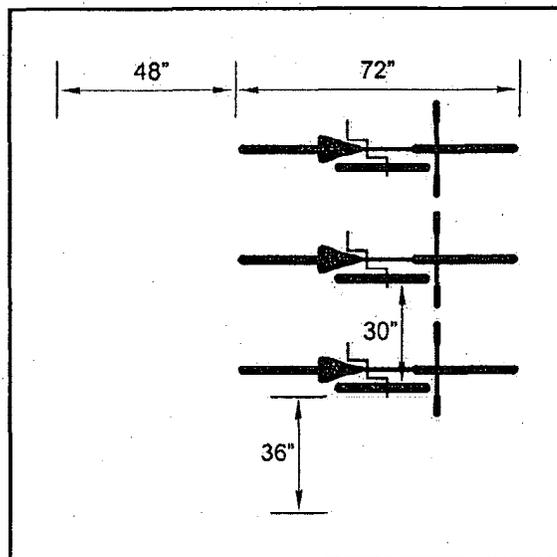
too narrow, a mountain bicycle will not fit. At the same time, minimal space usage can be critical in the limited right of way available at bus stops.

The following should be kept in mind when integrating bicycle facilities at bus stops:

- Bicycle racks may not block pedestrian access to the bus boarding and alighting area.
- Maintain minimum 36 inch clearance between rack and other stop furniture per ADA standards.
- Provide at least 30-inch spacing between bicycle parking spaces.
- Allow at least 72 inches perpendicular to bike rack for the bike, and at least 48 inches around the bike for access and circulation, as shown in Figure 12.
- Coordinate the location of the storage area with existing on-site lighting.
- Do not locate the storage area where views into the area are restricted by the shelter, landscaping, or existing site elements, such as walls.

Figure 12 shows proper bicycle parking facility spacing.

**Figure 12: Bicycle Rack Clearances**



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## **10.2 Additional Considerations**

Other considerations regarding bicycle facilities include the following:

- Bicycle rack design should not trap debris.
- Design and placement should complement other transit furniture at bus stop.
- Finishes should be graffiti resistant. Where applicable, the device should be coated to eliminate scratching of bicycle frame.
- Bicycle rack should be easy to install but difficult to steal.
- Artistic bike racks can be used if they meet all minimum requirements.
- To the extent feasible, bus stops should be located so they do not block bicycle travel lanes.

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## **11. Call boxes**

Call boxes link the transit user to emergency personnel and increase the user's sense of safety at an isolated stop.

### **11.1 Best Practices**

Call boxes should be provided at stops where safety concerns have been raised, or where there is high nighttime usage. They must be kept in working order, even if they are rarely used, and must be accessible to persons with disabilities.

### **11.2 Additional Considerations**

Potential partnering opportunities exist where stops are located on college and office campuses where the college or firm may have a call box/panic button system in place. The bus stop location could be tied into the existing system.

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## **12. Advertising**

An advertising shelter program is neither prohibited nor promoted by RPTA, although some cities have ordinances prohibiting advertising. Typically, if a city chooses to rely on an advertising program, a private company would purchase, install, light, clean, and maintain shelters. The company would lease advertising space in these shelters. Some shelter advertising programs also return a portion of the advertising revenue to the local community.

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## **13. Artistic Elements**

Artistic and aesthetic elements may be incorporated into transit furniture design as part of a streetscape effort to enhance the urban environment. Customized or artistically designed bus stops can make waiting for a bus more pleasant. Innovative designs may also help provide a covered shelter or seating (e.g., flip-seats or awnings) for passengers at locations that do not have sufficient space. However, custom-designed passenger waiting areas should not obscure identification of the bus stop. Transit agency bus stop signs and schedule displays should be available at these types of bus stops. The functionality of the stop should not be compromised in the name of art—the stop should provide as much patron comfort, safety, and security as possible. Artist-designed stops must meet all applicable standards. RPTA does not provide funding for the additional cost of artistic stops.

Neighborhood or business interests may also want the shelters and bus stop signs to reflect the character of the district. One method is to develop a distinct color or logo for each neighborhood or route group. This can be implemented by the transit agency with appropriate coordination and participation from the neighborhoods.

## **14. Maintenance**

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Though RPTA does not fund maintenance, well-maintained bus stops are crucial to the image of the transit system. Damaged furniture should be repaired and trash build-up tended to immediately to maintain a positive impression for transit patrons and the general public.

A routine maintenance schedule is to be determined by each city and can include:

- Full wash-down of shelter and accessories
- Removal of all dirt, graffiti, and pasted material
- Squeegee wipe-down of glass surface
- Removing and replacing trash bag
- Litter pick up around stop or shelter/accessories to a distance of ten feet
- Manual or chemical weeding
- Pruning obstructed tree growth
- Touching up paint scratches (may require a City permit).

Items that pose a safety problem should be repaired promptly or at least within 24 business hours of being reported. Repairs that do not pose safety problems should be completed within three days. Occasional night illumination checks are recommended to verify lighting levels and replace bulbs and ballasts.

## **15. Adopt-a-Stop**

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Individual cities may consider a program by which bus stops may be "adopted" by individuals or organizations, much in the same way highways are adopted. The adoptive entity is then publicly recognized through an identification name plate or signage affixed to the shelter or bus stop sign pole. An example of suggested wording for this plate or sign is "City of Avondale Bus Stop #154, Adopted by John Doe Associates."

"Adopted" bus stops are cleaned by the adoptive entity or funded by adoptive entity while still cleaned by the city. An agreement or memo of understanding should be developed by the city for each adopted stop so that the adoptive entity is aware of their responsibilities. Stops with or without shelters may be adopted.

## **16. Integrating Bus Stop Facilities and Development**

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Land development and re-development provides an opportunity for enhancing transit infrastructure. Good development practices include providing bus stop right-of-way and/or amenities and creating good pedestrian to and from bus stops. Having discussions about bus stop access early in the development approval process will ensure that bus stop infrastructure and connectivity are considered at a time when changes can still be incorporated into site plans. To ensure optimum bus stop placement, coordination between RPTA, the local agency, and the developer should occur during the planning and development phase.

### *Bus Stop Infrastructure*

When a development is constructed adjacent to an existing or planned bus stop location, if provided for in local zoning regulations, the developer should be responsible for providing all or part of RPTA-designated passenger amenities conforming to these Design Guidelines. Generally speaking, if the value of a development is \$500,000 or more, the developer should provide a shelter in addition to the general site design requirement. Developers are encouraged to place shelters that conform to local standards for passenger recognition and ease of maintenance.

### *Pedestrian Access*

Sidewalk placement that is coordinated with land use and bus stop locations is critical to encouraging transit use, enhancing safety, and reducing walking time. Ideally, transit patrons should not have to travel more than ¼-mile to reach a bus stop. This ideal distance, which equates to a walk of roughly ten minutes, can be achieved by connecting destinations with well-constructed walkways and/or by designing site layouts with pedestrian access in mind.

As with any pedestrian improvement, strict adherence to mobility clearances, widths, and slopes should be followed to improve access for persons with disabilities.

### Pathway Design

Pedestrian improvements include defined or designated walkways through parking lots and openings or gates through walls. Access ways can be as elaborate as a landscaped sidewalk through the parking lot or as simple as painted walkways that caution drivers and orient pedestrians. New residential developments should consider constructing breaks in walls between properties to allow pedestrian passageway to bus stops. Alternatively, in place of open breaks, a development may have locked pedestrian gates for which every resident has a key.

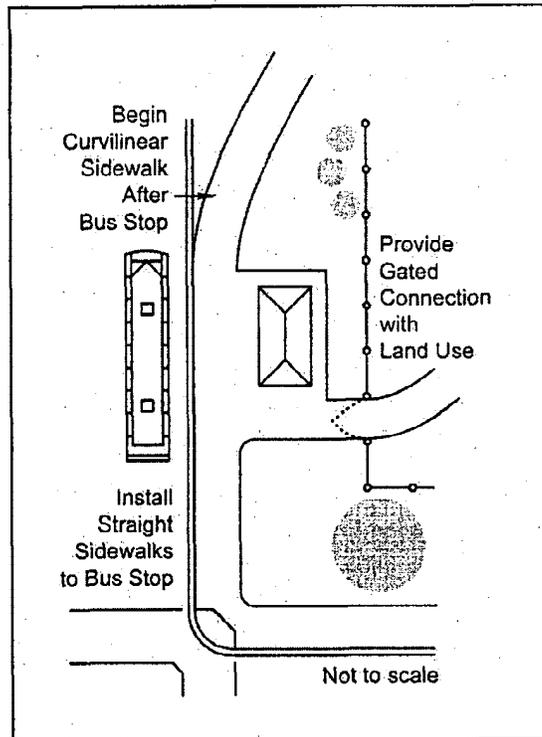
### Site Layout

Another strategy to improve pedestrian access at or to bus stops is to orient the site layout with the explicit goal of minimizing distances to bus stops. Pedestrian and transit user access to buildings is encouraged by locating buildings at the minimum setback at arterial-to-arterial intersections and arterial-to-collector intersections, or where transit service is provided or planned (all arterial and collector streets). Main entrances to commercial buildings should face the street, with pedestrian bus stop access pathways protected from automobile traffic. Ideally, pedestrians should be able to access the street without crossing a large parking lot. Another solution is to "flip" the traditional commercial layout, so that buildings are closer to sidewalks and parking is placed in the rear and sides. Driveways should not be located within a bus stop and/or pullout area.

When a bus stop is located adjacent to a shopping center, collaboration with RPTA is encouraged to locate shopping cart storage near the bus stop, thus providing a convenient place for customers using transit to return their carts. (The storage location would be installed and maintained by the shopping center.)

Figure 13 shows an example of desirable access to an adjacent development.

Figure 13: Desirable Pedestrian Access from Developments



## 17. Bus Pullout

Bus pullouts provide an area for buses to stop outside of the traffic lane. Although they may be helpful for overall roadway operations, bus pullouts can cause delays for transit passengers because the bus must exit and re-enter the traffic stream. They may also increase the average person-delay for motorists using the street.

Bus pullouts are desirable where street traffic speeds are 40 mph or more and one of the following conditions exist:

- Peak period boarding average exceeds five people per bus
- Average peak period dwell time exceeds 30 seconds per bus
- A high frequency of accidents involving buses occurred within past year
- Two traffic lanes or less exist in one direction of travel

OR

Bus pullouts may be desirable where buses are expected to layover at the end of a trip.

Note: Installing a bus pullout for a layover/recovery point may or may not be a good choice. Layover/recovery locations often change as funding becomes available for more frequent service and/or routes are extended.

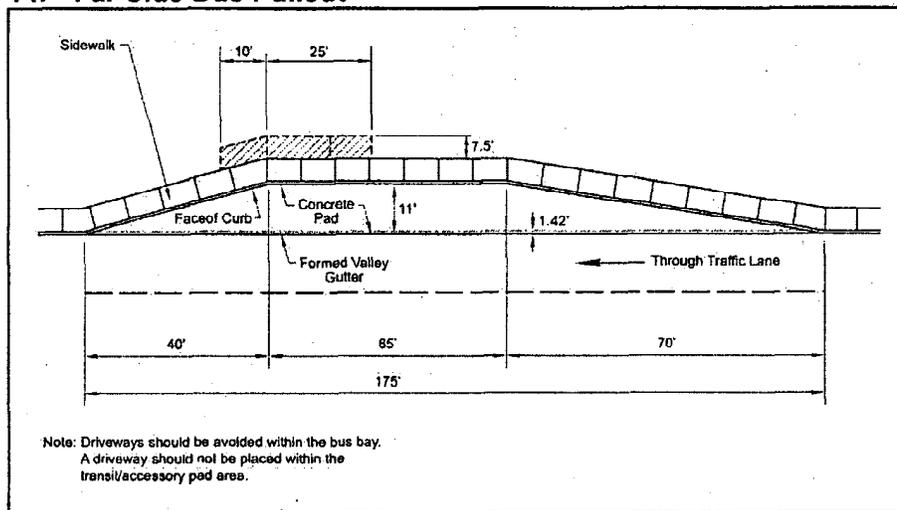
Guidelines for bus pullouts are the following:

- Pullout should be placed at signal-controlled intersections where the signal can create gaps in traffic.
- Far side intersection placement is desirable (may vary based on site conditions).
- 11-foot width is desirable to reduce sideswipe accidents.

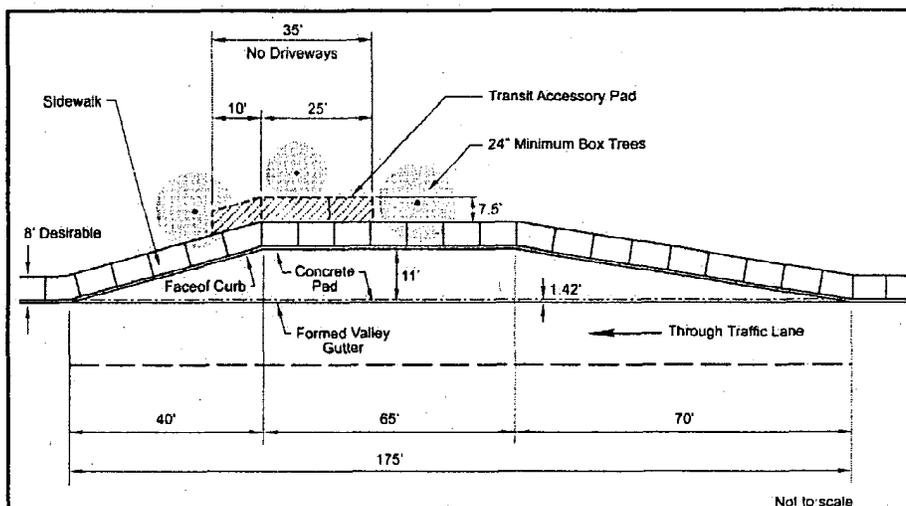
A severe physical obstruction may require a mid-block bus pullout, but this design should only be used when the standard far-side bus pullout is infeasible. A far-side pullout design is superior to the mid-block design because it reduces walking distances for bus transfers, encourages patrons to use the intersection crosswalk, and reduces right-of-way acquisition.

Bus pullout designs are shown in Figures 14 and 15.

**Figure 14: Far-Side Bus Pullout**



**Figure 15: Mid-Block Bus Pullout**



## APPENDIX I: MINIMUM REQUIREMENTS CHECKLIST

### Site Selection (Section 1)

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- Distance from unsignalized intersection: 85 feet ( $\pm 25$  feet) from the curb point of tangency
- Distance from signalized intersection: 120 feet ( $\pm 25$  feet) from the curb point of tangency
- Paved loading area clear of any obstructions
- Driveways located away from transit pad or pad located at least eight feet behind the face of curb

### Accessibility (Section 2)

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- 36-inch clearance between bus stop components
- 96-inch clear length parallel to roadway where wheelchair lift/ramp is to be deployed
- 8-foot sidewalk in vicinity of transit accessory pad on arterial streets
- 5-foot sidewalk minimum at all other locations

### Bus Stop Pad (Section 3)

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- 8-foot by 5-foot clear area on concrete pad
- Stops serving 40 foot buses: 30-foot long landing area
- Stops serving 60 foot buses: 40-foot long landing area
- All surfaces are stable, firm, and slip-resistant
- No abrupt changes in grade
- If sidewalk is separated from curb, a concrete clear area connects sidewalk to boarding/alighting area

### Furniture (Section 4)

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- All transit stop furniture placed outside the standard five foot sidewalk
- 36-inch horizontal clearance between all amenities and switchboxes, mailboxes, utility boxes, and light poles
- Furniture should be 36 inches or greater from the face of a building or wall

### Shelter and Shade (Section 5)

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- Overhead canopy of 65 square feet with a minimum width of 5.5 feet
- 7-foot clearance between underside of roof and sidewalk surface
- Minimum 2-foot clearance between shelter and curb
- Minimum of 10 linear feet of seating with 5 feet located under shelter
- Minimum 36-inches by 48-inches clear space within shelter
- Shelters should not be placed within the 8-foot by 5-foot wheelchair landing pad
- A minimum of 3 feet should be maintained around the shelter

## APPENDIX II: DEVELOPER GUIDELINES

Land development and re-development provides an opportunity for enhancing transit infrastructure. Good development practices include providing bus stop right-of-way and/or amenities and creating good pedestrian to and from bus stops. Having discussions about bus stop access early in the development approval process will ensure that bus stop infrastructure and connectivity are considered at a time when changes can still be incorporated into site plans. To ensure optimum bus stop placement, coordination between RPTA, the local agency, and the developer should occur during the planning and development phase.

### *Bus Stop Infrastructure*

When a development is constructed adjacent to an existing or planned bus stop location, if provided for in local zoning regulations, the developer should be responsible for providing all or part of RPTA-designated passenger amenities conforming to these Design Guidelines. Generally speaking, if the value of a development is \$500,000 or more, the developer should provide a shelter in addition to the general site design requirement. Developers are encouraged to place shelters that conform to local standards for passenger recognition and ease of maintenance.

### *Pedestrian Access*

Sidewalk placement that is coordinated with land use and bus stop locations is critical to encouraging transit use, enhancing safety, and reducing walking time. Ideally, transit patrons should not have to walk more than ¼-mile to reach a bus stop. This ideal distance, which equates to a walk of roughly ten minutes, can be achieved by connecting destinations with well-constructed walkways and/or by designing site layouts with pedestrian access in mind.

As with any pedestrian improvement, strict adherence to mobility clearances, widths, and slopes should be followed to improve access for persons with disabilities.

### Pathway Design

Pedestrian improvements include defined or designated walkways through parking lots and openings or gates through walls. Access ways can be as elaborate as a landscaped sidewalk through the parking lot or as simple as painted walkways that caution drivers and orient pedestrians. New residential developments should consider constructing breaks in walls between properties to allow pedestrian passageway to bus stops. Alternatively, in place of open breaks, a development may have locked pedestrian gates for which every resident has a key.

An example of desirable access to an adjacent development is shown on the next page.

### Site Layout

Another strategy to improve pedestrian access at or to bus stops is to orient the site layout with the explicit goal of minimizing distances to bus stops. Pedestrian and transit user access to buildings is encouraged by locating buildings at the minimum setback at arterial-to-arterial intersections and arterial-to-collector intersections, or where transit service is provided or planned (all arterial and collector streets). Main entrances to commercial buildings should face the street, with pedestrian bus stop access pathways

