



REQUEST FOR PROPOSALS  
FOR  
CONSULTING SERVICES  
FOR THE  
**CART Route Optimization Study**

**Issued:**

August 02, 2021

**Request for Proposals Due:**

**August 26, 2021, at 12:00 PM**

Sun Corridor Metropolitan Planning Organization  
211 North Florence Street, Suite 103  
Casa Grande, AZ 85122  
520-705-5153 | [www.scmpo.org](http://www.scmpo.org)

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Project Funding Provided by:

CFDA  
20.505

Agency  
FTA

Grant Program  
5305

Title  
Metropolitan Transportation Planning



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Professional Services DBE Provisions

Prompt Pay and Payment Reporting Provisions

Federal Certifications



## 1. NOTIFICATION

Release Date: August 02, 2021

Closing Date: August 26, 2021

The Sun Corridor Metropolitan Planning Organization (MPO) invites qualified firms or individuals to submit proposals to provide consulting services for the preparation of the Central Arizona Regional Transit (CART) Route Optimization Study to the designated managing agency, the Sun Corridor MPO.

Proposals will be received until **12:00 PM** on Thursday, **August 26, 2021**, by email or at the offices of the Sun Corridor MPO located at 211 North Florence Street, Suite 103, Casa Grande, AZ 85122.

Any proposal received after 12:00 PM on the above date will be returned unopened. The Sun Corridor MPO reserves the right to reject any and all proposals and assumes no liability for the costs of preparing a response to this request.

Please note in the email subject line, or on the outside of the proposal envelope:

### **Proposal for CART Route Optimization Study**

Issued by:

A handwritten signature in blue ink that reads "Irene Higgs".

Date: August 02, 2021

Irene Higgs, Sun Corridor MPO Executive Director  
520-705-5143  
[ihiggs@scmpo.org](mailto:ihiggs@scmpo.org)



## 2. SUN CORRIDOR MPO BACKGROUND INFORMATION

The 2010 Census identified the City of Casa Grande's population reached 50,000 and was therefore designated a 'small urban area' by federal mandate. In 2013, the Sun Corridor was formed to provide transportation planning services for the designated planning region. The Sun Corridor MPO encompasses a total land area of 1,155 square miles (see the Sun Corridor MPO Planning Boundary Map on the next page). The Sun Corridor MPO provides transportation planning services to the cities of Casa Grande, Coolidge, Eloy, and rural portions of Pinal County. The population of the Sun Corridor MPO is approximately 120,000.

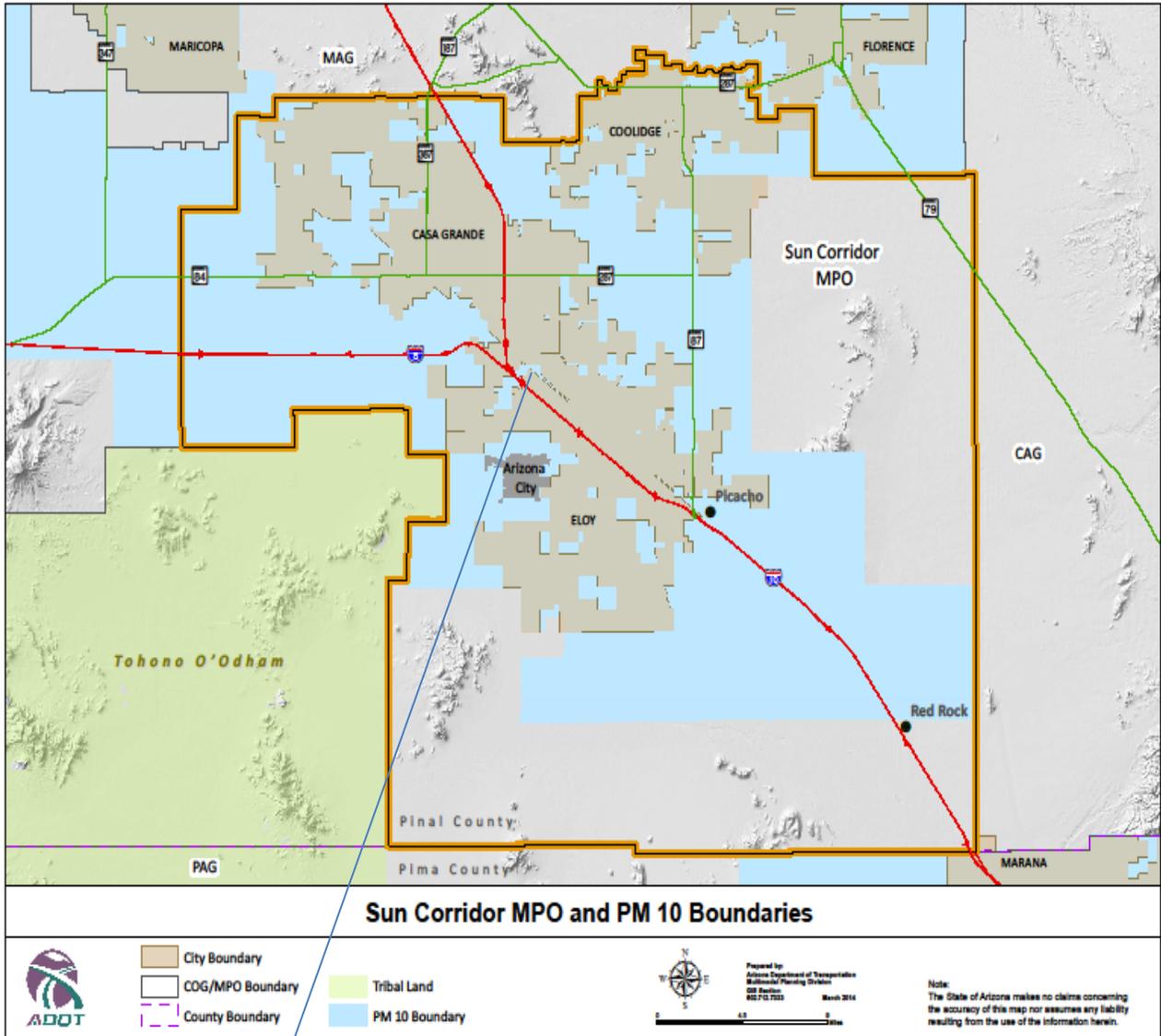
The Sun Corridor MPO has completed a Regional Transportation Plan, a Strategic Transportation Safety Plan, a Transit Development Plan for Casa Grande, a Transit Feasibility Study for Eloy, and partnered with the Maricopa Association of Governments (MAG), Central Arizona Governments (CAG) and Pinal County to create a Pinal County Strategic Transportation Safety Plan (STSP). Additionally, Central Arizona Governments and Pinal County recently completed a Governance Study for Transit in Pinal County. Combined, these plans will help determine the needs and priority projects to be implemented within Pinal County.

The Sun Corridor MPO is nestled between two Transportation Management Areas: MAG and Pima Association of Governments (PAG), along with lands of three Native American Tribes. The Sun Corridor MPO is in a unique position of developing relationships that will enhance the corridor's ability to provide goods, services, and economic development strategies, improve regionally significant roads, plan for regional and local transit systems, and identify transportation needs and improvements along I-8, I-10, the future I-11, and the Union Pacific Railroad.

The transit activities within the Sun Corridor MPO consist of:

- Two Rural Public Transportation Programs (5311/5311(f)) in the City of Coolidge – CART and Cotton Express.
- Nine identified Enhanced Mobility of Seniors and Individuals with Disabilities (5310) programs.
- The Central Arizona Governments (CAG) provides the FTA/ADOT required Mobility Management and Coordination activities for the Sun Corridor MPO, which is detailed in the Joint Project Agreement (JPA) between CAG and Sun Corridor MPO.

## SCMPO PLANNING BOUNDARY MAP



### 3. INTRODUCTION

Central Arizona Regional Transit (CART) is a regional bus system that connects Florence, Coolidge, Central Arizona College, Casa Grande, and Eloy. The target audience includes those transportation dependent populations in need of alternative modes of transportation (public transit) to get to work, medical appointments, and personal trips throughout Central Arizona. CART is funded by ADOT, Central Arizona College, City of Coolidge, Pinal County, and the Town of Florence. Additionally, CART receives intercity funding through ADOT for connecting to the Greyhound bus stop at Love's Travel Stops in Eloy.

CART service was established in July 2010 as a pilot regional bus system known as the Pinal Central Xpress. The regional transit service was made permanent in June 2011. CART is operated by the City of Coolidge, under the oversight of the CART Board, which is comprised of representatives from the City of Coolidge, Pinal County, Town of Florence, and Central Arizona College. Although not a voting member, ADOT participates in Board activities as an ex officio member. In early 2016, the City of Coolidge created a Transit Advisory Committee, responsible for advising the CART Board on matters involving transit service delivery.

### 4. PROJECT DESCRIPTION

CART is a regional route serving the communities of Coolidge, Eloy, Casa Grande and Florence with a Loop and an AM and PM Commuter. There are two needs to be addressed by this study that would impact the service - optimizing routes and increasing ridership.

*Optimizing Routes* – This study will take into account all current constraints, including staff, vehicle inventory, and funding levels to identify and recommend any and all efficiencies that can help the City of Coolidge to maximize the Federal allocation of FTA dollars, lessen the cost burden to the City or Regional Partners, and reduce travel time for the passengers of CART. This effort will include an evaluation of the effectiveness of the current route. The study will identify, within the given constraints, if the Regional Service is maximizing ridership potential by serving the locations with the highest transit demand.

*Increasing Ridership* – A more efficient route, that gets riders to their destinations more expediently, should increase the ridership of the system. However, this study will explore additional recommendations for the City to increase the ridership of CART. This portion of the study will include the creation of marketing materials, as identified in Chapter 5 of the Coolidge Transit Plan, that can be



utilized by current staff as well as other recommendations to enhance the ridership experience for users of CART.

## 5. SCOPE OF WORK

The scope of work includes: the evaluation of the current systems and conditions, identification of route efficiencies as well as administrative and organizational efficiencies, identification of possible route adjustments for CART, creation of marketing materials that can be used by city staff to promote the system, and the creation of a final document/implementation plan for use by city staff.

This Scope of Work is provided as a guide to the type of work anticipated to be involved with this project. The Scope is written to maximize efficiency for the consultant team while providing Sun Corridor MPO and the City of Coolidge the best possible product. Proposers are highly encouraged to offer refinements to this Scope of Work in submitted proposals that increase efficiency or provide a better product. Proposers are encouraged to *highlight the suggested refinements* in order to make them easily identifiable by the review team.

The City of Coolidge Route Optimization Study shall include the following tasks:

### **Task 1 - Project Management and Coordination**

Consultant will prepare a Project Management Plan (PMP) based on the Scope of Work. Minor revisions to work items may be incorporated into the PMP based on Project Management Team (PMT) review. The PMP will include a project schedule.

The PMP will include an estimate, based on budget, of the types of marketing materials to be created. This identification will solely be used as an estimate, as the Transit Technical Advisory Committee (TTAC) and PMT will help determine which materials shall be produced by the Consultant (without exceeding current budget levels without a Contract Modification).

The PMP will be submitted to Sun Corridor MPO staff for review in advance of distribution to the PMT, after which the Work Plan will be finalized.

Consultant will coordinate Project Management Team (PMT) meetings, as necessary, with Sun Corridor MPO and City staff to discuss progress and project status.

#### *Deliverables:*

- *Draft and Final Project Management Plan, Project Schedule*
- *Project Management Team meetings*
- *Monthly invoices and reporting in the ADOT LPA System*

## **Task 2 – LEP Four Factor Analysis**

Consultant will conduct a Limited English Proficiency (LEP) Four Factor Analysis for the project study area. Section Five of the US Department of Transportation guidance on LEP requires a Four Factor Analysis to determine the need for translation services to ensure LEP populations are able to receive information about and can participate in the planning process in the language they best understand.

Consultant is encouraged to use American Fact Finder (<https://factfinder.census.gov/>) or the most recently available census data to conduct the Analysis. The Analysis will be used to determine if LEP population(s) exist in the study area and to ensure public outreach materials are made available to the LEP population(s). The process and results of the Analysis will be documented in the final product.

### *Deliverables:*

- *LEP Four Factor Analysis*
- *Documentation of process and results in Final Document*

## **Task 3 - Public Involvement**

Consultant will prepare a Public Involvement Plan (PIP), which outlines the proposed timeframes for all public involvement activities and identifies all responsibilities. At a minimum, public involvement activities will include:

- Prepare for and conduct informative presentations. Presentation materials will include a PowerPoint presentation. Presentations will be made to:
  - Sun Corridor MPO Executive Board (1 Presentation)
  - Coolidge City Council Meeting or Work Session (1 meeting)
  - CART Board (2 meetings)
- Prepare for and conduct a public open house meeting to gather public input on route efficiency (1 public meeting). Depending on the impacts of COVID-19, the Consultant should be prepared to shift gears to virtual public meeting scenarios if needed.
  - Prepare public meeting notification through news releases and advertising in the Tri-Valley Dispatch newspaper. News releases and advertising materials will be provided in all languages identified as necessary as a result of the Four Factor Analysis.
  - Draft, design and place black and white ad (size: 4 col. x 10 in.). Advertising materials will be provided in all languages identified as necessary as a result of the Four Factor Analysis.
  - Distribute email invitation to compiled stakeholder list.
  - Coordinate public meeting date, times and set-up.

- Locate, review and procure meeting facilities; ensure Americans with Disabilities Act (ADA) compliance; provide rider of insurance on behalf of client, if needed.
- Prepare basic logistical meeting materials such as directional signage, sign-in sheets and comment cards (in black and white, generic with no logos).
- Provide meeting supplies.
- Provide sufficient staff to facilitate meeting.
- Prepare summary of meeting and attach written comments.
- Provide fact sheet, PowerPoint presentation and displays.
- Provide necessary translation services for all public meetings (with 48 hours advance notice) for any languages identified as necessary as part of the Four Factor Analysis.
- Prepare for and participate in up to 3 TTAC meetings, aligned with study tasks. The Project Management Plan will identify proposed dates of TTAC meetings as well as tentative discussion topics.
- Evaluate existing City of Coolidge survey data. If existing survey information is deemed insufficient for project needs, prepare and distribute a Public Survey, to gather required information for Route Optimization. Should a survey be required, provide it in both paper and electronic formats in any languages identified as necessary as part of the Four Factor Analysis.

*Deliverables:*

- *Public Involvement Plan*
- *3 Stakeholder/TTAC meetings*
- *Presentations to the City Council, Executive Board, CART Board*
- *Public Open House/Virtual Public Meeting*
- *Public Survey (if necessary)*

**Task 4 - Evaluation of Current Systems and Conditions**

Consultant will prepare a Working Paper that evaluates the current socioeconomic conditions to identify transit propensity in the areas of the CART system as well as evaluates the success of the current routes in maximizing ridership potential of the system.

*Deliverables:*

- *Evaluation of Current Routes*
- *Transit Propensity Evaluation*
- *Working Paper # 1 – Evaluation of Current Systems and Conditions*

### **Task 5 - Identification of Route Efficiencies and Adjustments**

Consultant will, given the current constraints of staff, vehicle inventory, and current funding levels, prepare a Working Paper that recommends efficiencies and route adjustments for CART. Recommended efficiencies should include, but not be limited to, maximization of current allocation of Federal funds, reductions of cost burden to the City, reduction of travel time for passengers of the system, increased service area for passengers of the system.

#### *Deliverables:*

- *Recommendations for efficiencies for CART*
- *Recommendations for route adjustments for CART*
- *Working Paper #2 – CART Recommendations*

### **Task 6 - Identification of Organization and Administrative Efficiencies**

Consultant will evaluate the current organizational structure of the City of Coolidge Transit staff as well as all administrative activities to identify and recommend improvements that could result in a reduction of time or cost of administering the Transit system. Recommendations of Best Practices should be considered or recommended.

#### *Deliverables:*

- *Recommendations for Organizational and Administrative efficiencies*
- *Working Paper #3 Organizational and Administrative Recommendations*

### **Task 7 - Creation of Marketing Materials**

Consultant will, under the direction of the PMT and TTAC, create marketing materials as identified in Chapter 5 of the Coolidge Transit Plan or identify separate recommendations. The marketing materials will be utilized by City of Coolidge staff as well as TTAC members and other stakeholders to help increase awareness and ridership of the Transit System. The budget available for creation of Marketing Materials will be identified as part of the PMP. The following Materials will be considered and prioritized:

- Bus Stop Signage
- Onboard Notices
- Seat Drops
- Posters
- Flyers
- Countertop displays
- Community Outreach Materials
- Targeted marketing for local events
- Promotional materials for National events
- Direct mailers
- Social media content

*Deliverables:*

- *Marketing Material that can be utilized by City staff to promote the system*

### **Task 8 - Creation of Final Document/Implementation Plan**

Consultant will create a comprehensive document that contains all information gathered from the study. At minimum, the Final Document will include the information contained in each of the Working Papers, the recommendations made to the City, a copy of all created marketing materials, and an Appendix outlining the results of all public outreach activities.

*Deliverables:*

- *Draft Comprehensive Document, Including Implementation Plan*
- *Final Comprehensive Document, Including Implementation Plan*

## **6. DBE GOAL (COMMITMENT AND DOCUMENTATION)**

The Sun Corridor MPO supports ADOT's Disadvantage Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Sun Corridor MPO has received federal financial assistance from the USDOT and as a condition of receiving the assistance, Sun Corridor MPO has signed an assurance that it shall comply with 49 CFR Part 26.

### **DBE Goal Assessment: 0%**

Consultants are still encouraged to employ reasonable means to obtain DBE participation on this Contract to help ADOT meet its overall DBE goal. See the **Professional Services DBE Provisions** attachment for additional DBE contract requirements.

The consultant is required to adhere to the commitment made to utilize certified Disadvantaged Business Enterprises (DBE) as indicated in the firm's Request for Proposal or subsequently agreed to by the MPO during negotiations.

Responders to the Request for Proposals are **REQUIRED to sign and return with their response the Proposal Certification Form** that are included herein. Failure to include the signed Proposal Certification Form Could result in the rejection of the firm's proposal.

Prior to submittal, and in compliance with 49 CFR Part 26.11, all contractors and consultants submitting a bid, proposal, or statement of qualification to work on a federally funded transportation project are required to provide ADOT with



a list of every firm who expressed interest in or submitted a bid or proposal to work on the project. Please ensure that prior to submittal for this project that your firm has registered for AZ UTRACS and submitted the Bidder's List to ADOT. Firms are **REQUIRED to submit the corresponding Bidder's List email confirmation notice as part of the proposal**. Failure to provide the notice WILL RESULT in rejection of the firm's proposal.

<https://utracs.azdot.gov/Home> ADOT Contract #: **MPD21-8164.6.2 2022-02**

### **Contractor Compliance**

- a. A vendor/contractor/consultant/subcontractor/subconsultant (herein after referred to as "contractor") shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department's concurrence, deems appropriate, which may include, but is not limited to:
  - Withholding payments;
  - Assessing sanctions;
  - Liquidated damages; and/or
  - Disqualifying the contractor from future bidding on the grounds of being non-responsible.
- b. Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.
- c. Each contractor shall designate a full-time employee who shall be responsible for the administration of the contractor's DBE program.
- d. Each contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.
- e. Subcontract Payment Reporting in the DBE system:
  1. The Arizona Department of Transportation (the Department) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to FTA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).

2. The contractor shall respond to Subrecipient payment audits reported each month electronically through the Department's web-based payment tracking system (<https://arizonalpa.dbesystem.com/>), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors, shall also respond to its audits and report lower-tier subcontractor payments in the same manner.
  3. If, by the DBE system audit deadline, the contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the Project Manager will work with the ADOT MPD Program Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.
- f. The contractor shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.

## **7. DOCUMENTATION OF CONSULTANT PROGRESS**

The selected consultant shall provide monthly email progress reports to the Sun Corridor MPO Project Manager. The reports shall state the work accomplished the preceding month, the work anticipated to be accomplished the next month, any issues that have arisen and how those were or will be resolved, and an update on the progress and adherence to the project schedule. This effort can be combined with the monthly project billing.

During project execution, a project billing invoice shall be submitted within ten (10) working days after the end of each month until the final report is submitted. The project billing invoice shall include, at a minimum, a statement of work accomplished to date and during the billing period, the budgeted amount for each task, the amount expended by work task, percent completion, the hours expended, cost for the billing period, the amount spent to date, amount expended for direct expenses, and a breakdown of progress and payments made to each sub consultant approved as part of the contract.

## 8. COMPENSATION

The consultant shall provide a lump sum price proposal for this study to prepare the CART Route Optimization Study as part of the response to this Request for Proposals. ***The price proposal shall include a summary table showing the following for each task:***

- The name of each professional assigned and dedicated to this project
- The employee classification (role) for each professional listed
- The estimated hours for each employee classification
- The standard billing rate for each employee classification
- The extended amount total for each task
- Anticipated reimbursable expenses for the project

The price proposal shall show the summation of the professional services and shall also show the estimate for direct project-related expenses. A total project/study cost shall be presented in the summary table.

All work described in the Scope of Work shall be completed by the consultant to the satisfaction of the Technical Advisory Committee, the Sun Corridor MPO staff, and the Sun Corridor MPO Executive Board.

Progress payments can be made, upon request, following submittal and satisfactory review by the Sun Corridor MPO staff.

## 9. GUIDELINES FOR RFP SUBMITTALS

The RFP respondent shall submit written proposals in compliance with the following requirements:

- Maximum length of 10-pages
- Page limit is for the proposal content only and does not include covers, cover letter, table of contents, dividers, resume appendix, or required form appendix
- Single-sided standard 8½" x 11" page size
- No other page size is allowed
- 12 Point Font only for text content
- 10 point font minimum for tables, charts, graphs, captions, and team organization chart

- Cover letter shall be limited to one page only and must be signed by a party authorized to bind the entity submitting the proposal
- **One electronic copy in pdf format OR one bound hard copy and an enclosed electronic copy in pdf format (on a USB storage device)** of the complete proposal submittal document. If the Consultant chooses to go with the electronic copy, it shall be emailed to the Project Manager. If the Consultant chooses to go with the hard copy and electronic copy it must be delivered to the Sun Corridor MPO office no later than the due time and date stated in this RFP
- The email subject line or hard bound copy package shall clearly identify it is a **Proposal for the CART Route Optimization Study**
- Submitted proposals become the property of the Sun Corridor MPO and will not be returned

## 10. PROPOSAL CONTENT

**IMPORTANT:** Please prepare and organize your proposal in the order outlined below. This will assist the review committee in evaluating your firm's proposal and qualifications more efficiently.

The following items ***must be included*** in each proposal to be considered complete and responsive. The consultant should respond to each of these items in the order listed below. To facilitate the evaluation of each proposal, potential consultants submitting a proposal are required to adhere to the following format:

1. **Cover Letter** – One page cover letter shall be attached as a part of the proposal summarizing the key points made in the proposal, with contact information for the submitting party, and signed by an authorized representative authorized to bind the entity submitting the proposal.
2. **Introduction** – Provide a brief review of the study team makeup and a summary of the team's specific qualifications and experience in preparing transit plans.

Outline and discuss the team's general project approach, project management methodologies, and quality control plan.

3. **Scope of Work** – Address how your team proposes to accomplish the individual tasks of the scope of work contained in this RFP.

The scope of work presented in your proposal shall be a refined scope of work incorporating any changes, additions, or modifications to the scope

of work presented in this RFP deemed beneficial to the project by the consultant. The consultant shall highlight any changes made to the scope and explain why the change was made and how it will benefit the overall plan. The reviewer should be able to readily see and understand the refined scope being presented by the consultant.

4. **Project Personnel** – Provide an organization chart identifying all key personnel who will actually lead and conduct the effort for the Sun Corridor MPO. Include names of all key project personnel and names of sub-consultant personnel, as well as all individuals who are assigned and dedicated to this RTP. For each person, include a job title (role), duties, responsibilities, and a brief summary of qualifications and relevant experience in planning studies of this type.
5. **Experience and References** – Provide a description of at least three (3) previous projects similar in nature to the services requested. For each project, provide the:
  - Project title
  - Timing (start date, end date, duration)
  - Contract amount (original and final amounts with an explanation of the difference)
  - Sponsoring agency
  - Agency project manager (name and current contract phone number and email address)
  - Roles of individuals assigned to this project on the cited reference project
6. **Project Schedule** – Provide a Gantt style timetable for accomplishing the tasks outlined in the proposed scope of work. Assume the notice to proceed per the procurement timeline provided below. Show the approximate dates for TTAC meetings, public outreach meeting, presentations to the CART Board, elected officials and Executive Board and other required meetings.
7. **Project Budget** – Provide a standard line item budget that is structured to address the proposed budgeted amount for each of the tasks identified in the scope of work. At a minimum, the budget must show project personnel, job title (role), estimated hours of work, hourly charge rates, total amounts for each task, a total amount for the professional services fee, budgeted amount for direct expenses, budgeted amount for services provided by each sub-consultant, and total amount for completing the

Route Optimization Study. Direct expenses may include, but are not limited to, travel expenses, mileage (may not exceed \$0.445 per mile), telecommunications, postage, deliveries, printing, reproduction costs, etc. In a separate section of the fee proposal, provide the same information for each sub-consultant to be employed to help the prime complete the work to prepare and provide the RTP.

8. **Availability** – List any and all present activities and job commitments for each key person. Include an estimation of available time each key person can commit to working on this project and completing the work tasks described herein.

The consultant must get approval from the Sun Corridor MPO for any change in the project manager, task managers, or sub-consultants assigned to this project for any reason. Changing of key personnel may give rise to termination of the consultant contract depending on the nature and number of changes in key personnel at the discretion of the Sun Corridor MPO Executive Director.

NOTE: THE PROPOSAL RESPONSE FOR SECTIONS 2 THROUGH 8 ABOVE IS SUBJECT TO THE 10-PAGE LIMIT SPECIFIED IN THE GUIDELINES ABOVE.

9. **Appendix 1 – Resumes**

Resumes for each key team member identified in the organization chart may be included in an appendix to the proposal document at the consultant's option. If resumes are provided, each resume shall not exceed one single-sided page in length.

10. **Appendix 2 – Required Forms**

Forms required to be completed and provided with the consultant's proposal shall be contained in an appendix to the proposal. **Failure to provide the Bidder's List Confirmation email, or to sign and submit the required Proposal Certification Federal Certification and Lobbying Certification form with the Proposal could result in the Proposal being rejected.** Required forms to include in this appendix are:

- ***Bidder's List Confirmation email***
- ***Signed Request for Proposal Certification Form***
- ***Signed Federal Certifications***
- ***Lobbying Certification***



## 11. GENERAL PROVISIONS

**Withdrawal of Proposals** – Proposals may be withdrawn by written notice received at any time prior to the award.

**Late Proposals** – Any proposal received after the time specified above will not be considered.

**Proposal Preparation Costs** – All costs incurred for the proposal preparation, presentation, or contract negotiations are the responsibility of the consulting firm. Sun Corridor MPO will not pay for any information solicited or received.

**Funding** – Sun Corridor MPO is a designated Metropolitan Planning Organization (MPO) for the Sun Corridor Arizona Urbanized Area and has been awarded FTA 5305 Planning funds for completing planning work related to the CART Route Optimization Study. The city of Coolidge has committed to ensuring that the local match component of the funds is met with in-kind efforts. If these efforts are insufficient, the City has committed to offsetting the difference with cash.

**Budget** – The maximum budget for this proposal is **\$80,000**

## 12. PROPOSAL EVALUATION CRITERIA

Proposals for this project will be evaluated by a Consultant Selection Committee appointed by the Sun Corridor MPO according to the following proposal evaluation criteria, with the weighting of each criterion as indicated:

1.	Project understanding and approach	35
2.	Clarity of proposal, technical soundness, and enhancements to scope of work elements outlined in this Request for Proposals	25
3.	Previous experience of the proposed team in development of similar plans	15
4.	Experience and qualifications of the project manager, task managers, and sub-consultants on the team	15
5.	Proposed schedule and budget	10
	Total Points	100

A Consultant Selection Committee will evaluate submitting firm proposals and qualifications to select the best firm to undertake the study and completion of the Route Optimization Study. The Consultant Selection Committee may select

a consultant directly from the review and ranking of the proposals if there is a clear-cut best firm/team. If necessary, the Consultant Selection Committee may also choose to interview a maximum of three of the submitting firms to assist in making the final decision.

### 13. INTERVIEW EVALUATION CRITERIA

After evaluation of the proposals, a shortlist of a maximum of three firms may be identified based upon the composite score of the Consultant Selection Committee members. If necessary, a presentation/interview session with each of the short-listed firms will comprise the second half of the consultant evaluation and selection process. In the presentation/interview, shortlisted firms will be required to demonstrate their understanding and familiarity with the nature, scope, locations, key issues, innovative concepts, and other aspects of this project. Criteria, upon which the presentation/interview of each firm will be evaluated and scored, with weighting for each criterion, are as follows:

1.	Observations on existing conditions and key project information	20
2.	Identification of key issues or problems that will need to be considered and any initial thoughts on the resolution process	25
3.	Innovative approaches and concepts	25
4.	Experience and capabilities in development of similar studies of both the key personnel and the project team	20
5.	Specific reasons why the firm should be selected for the project	10
	Total Points	100

The Consultant Selection Committee members will individually evaluate the presentation/interview of each of the candidate firms and rate them accordingly to the aforementioned criteria. The Consultant Selection Committee will then agree upon a consensus ranking, and the Sun Corridor MPO staff will notify each interviewed firm of the outcome. Sun Corridor MPO staff shall then schedule a meeting with the top ranked firm for the purpose of finalizing the scope and negotiating a contract.

If negotiations are unsuccessful, the Sun Corridor MPO staff will terminate negotiation efforts with the top ranked firm and open negotiations with the 2<sup>nd</sup>



ranked firm. This process will continue until negotiations are successful. The shortlist will remain in effect for a period of twelve months from the date of issuance by Sun Corridor MPO.

Once a contract has been successfully negotiated with a firm, the contract will be required to be signed by the Sun Corridor MPO Executive Director, Sun Corridor MPO Attorney, and Sun Corridor MPO Executive Board Chair. Federal language is required to be in all Sun Corridor MPO contracts and professional services agreements. The federal terms and provisions will be provided to the accepted and awarded firm.

#### 14. PROCUREMENT TIMELINE

August 2, 2021	RFP Advertised
August 26, 2021	Proposal Due Date (12:00 PM)
August 26, 2021	Progress Update to TAC
September 9, 2021	Selection Committee Review and Rank Proposals
September 14, 2021	Progress Update to EB
September 22, 2021**	Consultant Presentations/Interviews (if necessary)
September 23, 2021**	Notification to Selected Firm
October 7, 2021**	Contract Negotiation Finalized
October 8, 2021**	Notice to Proceed Issued

*\*\*Please note that many of these dates are estimates. The timeline may proceed more quickly or more slowly depending on how certain events unfold.*

The Sun Corridor MPO reserves the right to reject any or all proposals and to make any award which it considers to be in the best interest of the region. This request is for a Request for Proposals and is not a commitment to initiate a contract for services.



## 15. QUESTIONS CONCERNING THE RFP

Written questions regarding this RFP should be mailed or emailed to the Sun Corridor MPO and must be received no later than **10 calendar days** prior to the proposal submittal due date. Questions may then be responded to by written amendment to this document so that all proposers have the same information. Verbal statements or instructions shall not constitute an amendment to this RFP.

Inquiries shall be made to:

Jason Hafner, Deputy Director, Sun Corridor MPO  
211 North Florence Street, Suite 103  
Casa Grande, Arizona 85122

Email: [jhafner@scmpo.org](mailto:jhafner@scmpo.org)  
(520) 705-5153

## 16. FEDERAL THIRD PARTY AGREEMENTS

### **APPLICABLE LAWS AND REGULATIONS**

#### **1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

The consultant agrees to include the above clause in each sub-consultant agreement. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

#### **2. FRAUD AND FALSE STATEMENTS**

The consultant understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the consultant represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the consultant and any company that the Consultant



represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

### **3. ACCESS TO THIRD PARTY CONTRACT RECORDS**

Pursuant to A.R.S. §35-214, the consultant and its sub-consultant(s) shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Contract and other related project(s). The consultant shall make all such materials related to the project(s) available at any reasonable time and place during the term of the Contract and for five (5) years. All Documents shall be retained for auditing, inspection and copying upon the Sun Corridor MPO or at FHWA's request, or any other authorized representative of the Federal Government.

### **4. CHANGES TO FEDERAL REQUIREMENTS**

The consultant shall at all times comply with all applicable Federal regulations, policies, procedures, and directives, including without limitation those listed directly or by reference between the MPO and the Federal agency providing funding for this contract, as they may be amended or promulgated from time to time during the term of this contract. The consultant's failure to so comply shall constitute a material breach of this contract.

Changes to Contract Scope: Federal legislation and implementing regulations allow for change orders within the scope of the work covered by the contract. In the event of changed conditions, an adjustment of contract scope is permissible if the altered character of the work does not differ materially from that of the original contract as long as the work is approved by the Sun Corridor MPO with the requirement that the change must involve the work covered by the contract. Changes that materially differ from the scope of work are considered Cardinal Changes and are not permissible. All work changes must be reviewed by the Sun Corridor MPO, ADOT Contracts Program Manager, and/or ADOT Procurement Officer in advance of proceeding to ensure the change is permissible under State and Federal requirements and regulations. Work cannot proceed until appropriate financial and administrative processing has occurred and any federal approvals are received when and where necessary and a modified contract is issued.

### **5. TERMINATION**

**a. Termination for Convenience:** The Sun Corridor MPO reserves the right to terminate this Agreement or any part thereof for its sole convenience with

thirty (30) days written notice. In the event of such termination, consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to immediately cease such work. As compensation in full for services performed to the date of such termination, the consultant shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the consultant and Sun Corridor MPO, based on the agreed Scope of Work actually completed by the consultant.

**b. Termination for Cause:** The MPO may terminate this Agreement for Cause ***upon the occurrence of any one or more of the following events:***

- 1) If consultant fails to perform pursuant to the terms of this Agreement;
- 2) If consultant is adjudged to be bankrupt or insolvent;
- 3) If consultant makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for consultant or for any of consultant's property;
- 5) If consultant files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If consultant disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by the Sun Corridor MPO, the termination shall not affect any rights of the Sun Corridor MPO against consultant then existing or which may thereafter accrue.

**c. Termination for Misrepresentation:** The Sun Corridor MPO may, upon written notice, terminate this Contract for any attempt by consultant to represent any goods or materials not specifically awarded as being under contract with the Sun Corridor MPO. Any such action is subject to the legal and contractual remedies available to the Sun Corridor MPO inclusive of, but not limited to, contract cancellation, suspension and/or debarment of consultant.

## 6. **NON-DISCRIMINATION**

*The Sun Corridor Metropolitan Planning Organization, in accordance with the provisions of the Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*

The consultant is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 26 through Appendix H and Title 23, CFR 710.405 (b) are made applicable by reference and are hereinafter considered a part of this contract. The consultant is required to comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41-CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this contract.

**7. *DISADVANTAGE BUSINESS ENTERPRISE (DBE)***

The consultant and sub-consultants are required to comply with all Disadvantaged Business Enterprise (DBE) requirements as part of the Arizona Department of Transportation Disadvantage Business Enterprise Plan.

**8. *DEBARMENT AND SUSPENSION CERTIFICATION***

The consultant shall not make any award or permit any award (sub-grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

**9. *ANTI-LOBBYING***

The consultant agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress, in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**10. *ENVIRONMENTAL PROTECTION***

(This clause is applicable if the Contract exceeds \$100,000. It applies to Federal-aid contracts only.)

The consultant is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part

15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

11. **ENERGY CONSERVATION**

(This clause is applicable to Federal-aid contracts only.)

The consultant is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency, which is contained in the State Energy Conservation Plan issued by the Department in compliance with the Energy Policy Conservation Act (Public Law. 94-163).

12. **DRUG-FREE WORK PLACE**

The consultant agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, subtitle D; U.S.C. § 701 et seq.) and maintain a drug-free work place.

13. **INSURANCE**

The consultant and, if applicable, sub-consultants, shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction with, the performance of the work hereunder by the consultant, its agent's representatives or employees. Insurance required by Sun Corridor MPO must be met following award of a contract and prior to CONSULTANT and, if applicable, sub-consultants, beginning work the project.

14. **FLY AMERICA REQUIREMENTS**

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service

by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

15. **PROMPT PAYMENT**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

16. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

17. **OTHER FEDERAL REQUIREMENTS**

The following requirements are not federal clauses.

18. **FULL AND OPEN COMPETITION**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

19. **PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

20. ***CONFORMANCE WITH ITS NATIONAL ARCHITECTURE***

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

21. ***NOTIFICATION OF FEDERAL PARTICIPATION***

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

22. ***INTEREST OF MEMBERS OR DELEGATES TO CONGRESS***

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

23. ***INELIGIBLE CONTRACTORS AND SUBCONTRACTORS***

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

24. ***OTHER CONTRACT REQUIREMENTS***

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply

with the recipient's Procurement Guidelines, available upon request from the recipient.

25. **COMPLIANCE WITH FEDERAL REGULATIONS**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

26. **ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

27. **ENVIRONMENTAL JUSTICE**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

28. ***GEOGRAPHIC PREFERENCE***

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201 ).

29. ***ORGANIZATIONAL CONFLICTS OF INTEREST***

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

30. ***FEDERAL SINGLE AUDIT REQUIREMENTS FOR STATE ADMINISTERED FEDERALLY AID FUNDED PROJECTS ONLY***

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of

audit report, but no later than 9 months after the end of the entity’s fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

31. ***VETERANS PREFERENCE***

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

32. ***SAFE OPERATION OF MOTOR VEHICLES***

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## 1. CERTIFICATION FORMS

Responders to this Request for Proposals **are required to sign and return with their response the “Request for Proposal Certifications Form”, the “Federal Certification Form” and the “Lobbying Certification”** that are included herein.

***Failure to sign and submit the certification forms specified in this RFP with the RFP could result in the RFP being rejected.***

- **Request for Proposal Certifications Form**
- **Federal Certification Form**
- **Lobbying Certification**



## Request for Proposal Certifications Form

Contract #: SCMPO 2022-02    Consultant Name:

**Please read the sixteen statements below. The statements are to ensure consultants are aware and in agreement with Federal, and State guidelines related to the award of this contract. Consultants shall submit this Certification Form attached to each Proposal for each RFP advertised, as revisions to the form may occur from time to time. Failure to sign and submit the certification form specified in this RFP with the Proposal will result in the Proposal being rejected.**

**Submission of the Proposal by the consultant certifies that to the best of its knowledge:**

<b>1.</b>	The consultant and its sub-consultants have not engaged in collusion with respect to the contract under consideration.
<b>2.</b>	The consultant, its principals, and sub-consultants, have not been suspended or debarred from doing business with any government entity.
<b>3.</b>	The consultant shall have the proper Arizona license(s) and registration(s) for services to be performed under this contract. Furthermore, the consultant shall ensure that all sub-consultants have the proper Arizona license(s) and registration(s) for their services to be performed under this contract. Key members of the Project Team, including sub-consultants, are currently licensed to provide the required services as requested in the RFP package.
<b>4.</b>	The consultant’s signature on any RFP or contract constitutes an authorization to the Sun Corridor MPO to ascertain the eligibility of the consultant, its principals and sub-consultants, to enter into contract with the Sun Corridor MPO and with any other governmental agency.
<b>5.</b>	The consultant’s Project Team members are employed by the consultant on the date of submittal.
<b>6.</b>	All information and statements written in the proposal are true and accurate and that the Sun Corridor MPO reserves the right to investigate, as deemed appropriate, to verify the information contained in proposals.

<b>7.</b>	The consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction with, the performance of the work hereunder by the consultant, its agents, representatives, or employees.
<b>8.</b>	No Federally appropriated funds have been paid or shall be paid, by or on behalf of the consultant, for the purpose of lobbying.
<b>9.</b>	If the project is funded in whole or in part with Federal Aid funds, the consultant affirmatively ensures that in any subcontract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals/bids in response to this invitation and shall not be discriminated against on the grounds of race, color, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation.
<b>10.</b>	The consultant will utilize all project team members, sub-consultants, and DBE firms, if applicable, submitted in the RFP, and will not add other project team members or sub-consultants, unless the consultant has received prior written approval from Sun Corridor MPO Executive Director.
<b>11.</b>	The consultant shall meet its DBE goal commitment and any other DBE commitments as stated in its RFP Proposal or Cost Proposal; and shall report on a timely basis its DBE utilization as detailed in the contract.
<b>12.</b>	If selected, the consultant is committed to satisfactorily carry out the consultant's commitments as detailed in the contract and its RFP proposal.
<b>13.</b>	The consultant is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368).
<b>14.</b>	The consultant is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency.
<b>15.</b>	The consultant agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V,

	subtitle D; U.S.C. § 701 et seq.) and maintain a drug-free work place.
<b>16.</b>	In Compliance with 49 CFR Part 26.11, The consultant is required to register with the AZ UTRACS web portal and complete the Online Bidder's List. <b>Please note:</b> any firm being awarded work as a prime or sub-consultant on a federally funded project must be AZ UTRACS registered. <b>Failure to submit the corresponding Bidder's List email confirmation as part of the Proposal will result in rejection of the proposal.</b> Please use ADOT Project # MPD21-8164.6.2 2022-02

*I hereby certify that I have read and agree to adhere to the sixteen statements above and that the statements are true to the best of my knowledge as a condition of award of this contract.*

*Print Name and Title:* \_\_\_\_\_

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Proposing Firm Name:* \_\_\_\_\_

## **Attachments**

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## **Coolidge Route Optimization Study**

**Professional Services**

**\$ 100,000**

**Non-Competitive Quotation**

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Jason Hafner  
jhafner@scmpo.org

SUN CORRIDOR MPO  
211 N. Florence St, Ste. 103  
Casa Grande, Arizona 85122  
+1 520 - 705 - 5153

scmpo.org

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## Federal Certifications

### GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred
    2. Suspended
    3. Proposed for debarment
    4. Declared ineligible
    5. Voluntarily excluded
    6. Disqualified
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    2. Violation of any Federal or State antitrust statute, or
    3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    1. Equals or exceeds \$25,000,
    2. Is for audit services, or
    3. Requires the consent of a Federal official, and
  - g. It will require that each covered lower tier contractor and subcontractor:
    1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,
      - e. Voluntarily excluded from participation in its federally funded Project, or
      - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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**Certification**

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_

Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements  
Pursuant to 49 CFR 20, Subpart F, Appendix A

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**Please indicate here if you are required to submit Standard Form LLL as required in item (2) above:**     Yes     No

**CONSTRUCTION AND PROFESSIONAL SERVICES/DESIGN CONTRACTS  
PROMPT PAY AND PAYMENT REPORTING PROVISIONS**

\*\* FOR USE ON LPA FEDERAL AID PROJECTS \*\*

**(09/20/2016)**

**MEASUREMENTS AND PAYMENT:**

**Partial Payments:**

If satisfactory progress is being made, the contractor will receive a payment based on the amount of work completed. Progress payments may be made by the LPA/ Subrecipient Procurement Office to the contractor on the basis of an approved estimate of the work performed during a preceding period of time. The progress payments shall be paid on or before 14 days after the estimate of the work is approved. The estimate of the work shall be deemed received by the LPA/Subrecipient Procurement Office on submission to the person designated by the LPA/Subrecipient Procurement Office for the submission, review or approval of the estimate of the work. The LPA/Subrecipient Procurement Office by mutual agreement may make progress payments on contracts of less than 90 days and shall make monthly progress payments on all other contracts. Payment to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the contract may include payment for material and equipment.

An estimate of the work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the LPA/Subrecipient Procurement Office or Designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the contract. The contractor shall work with the LPA/Subrecipient or the LPA/Subrecipient Designee to finalize monthly estimate. The progress payments shall be paid on or before 14 days after the estimate of the work is certified and approved in accordance with Arizona Revised Statutes Section 34-221.

The contractor shall pay to the contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment the respective amounts allowed the contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest, except that no contract for construction services may materially alter the rights of any contractor, subcontractor or material supplier to receive prompt and timely payment.

A subcontractor may notify the LPA/Subrecipient Procurement Office in writing requesting that the subcontractor be notified by the Subrecipient Procurement Office in writing within five days from payment of each progress payment made to the contractor.

## **Subcontractor Payments:**

### **(1) Retention:**

If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the LPA/Subrecipient may retain under the prime contract.

### **(2) No Set-offs Arising from Other Contracts:**

If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

### **(3) Partial Payment:**

The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the LPA/Subrecipient Procurement Office. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

### **(4) Final Payment:**

The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

### **(5) Payment Reporting:**

For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any tier with a DBE material supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the LPA DBE System which can be accessed at AZ UTRACS on the Arizona Transportation Business Portal at [www.azutracs.com](http://www.azutracs.com). No later than fifteen calendar days after the preconstruction conference, the contractor shall log into the system and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter the subcontractor information in the LPA DBE System. Reportable contracts information shall be entered into

the system no later than five calendar days after approval by the LPA/Subrecipient Procurement Office.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the last day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the LPA DBE System.

In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract within 15 days of receipt of electronic payment notification and the contractor shall actively monitor the system to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the system between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract payment activity is in the LPA DBE System. This includes all lower-tier Reportable Contracts.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the system.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

**(a) Sanctions for Inadequate Reporting:**

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the LPA/Subrecipient Procurement Office will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

**(6) Completion of Work:**

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the LPA/Subrecipient Procurement Office.

## **(7) Disputes:**

If there is a discrepancy between what is reported by the contractor in the LPA DBE System and what the subcontractor indicates, an alert email will automatically be sent to the contractor. The email will be sent to the email address provided by the contractor in the LPA DBE System. It is the contractor's responsibility to ensure that the email address in the system is kept current.

The contractor shall provide a verifiable explanation of the discrepancy in the LPA DBE System as early as practicable but in no case later than seven days after the date of the alert email.

The LPA/Subrecipient will determine whether the contractor has acted in good faith concerning any such explanations. The LPA/Subrecipient and ADOT BECO reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether prompt payment requirements are met.

The contractor shall implement and use the dispute resolution process outlined in the subcontract or by following the LPA/Subrecipient escalation process, to resolve payment disputes.

## **(8) Non-compliance:**

Failure to make prompt partial payment, or prompt final payment including any retention, within the time frames established above, will result in remedies, as the LPA/Subrecipient Procurement Office deems appropriate, which may include but are not limited to:

- (a) **Liquidated Damages:** These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.
  - (i) The LPA/Subrecipient Procurement Office will withhold two times the disputed dollar amount not paid to each subcontractor.
  - (ii) If full payment is made within 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the amount withheld by the LPA/Subrecipient Procurement Office will be released.
  - (iii) If full payment is made after 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the LPA/Subrecipient Procurement Office will release 75 percent of the funds withheld. The LPA/Subrecipient Procurement Office will retain 25 percent of the monies withheld as liquidated damages.
- (b) **Additional Remedies.** If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one

project, or if the contractor fails to make prompt payment on two or more projects within 24 months, the LPA/Subrecipient Procurement Office may, in addition, invoke the following remedies:

- (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors, subject to the liquidated damages described in paragraph (a) above,
- (ii) Terminate the contract for default,
- (iii) Disqualify the contractor from future bidding, temporarily or permanently, depending on the number and severity of violations, if applicable.

In determining whether liquidated damages will be assessed, the extent of the liquidated damages, or additional remedies assessed, the LPA/Subrecipient will consider whether there have been other violations on this or other federal-aid contracts, whether the failure to make prompt payment was due to circumstances beyond the contractor's control, and other circumstances. The contractor may, within 15 calendar days of receipt of the decision of the LPA/Subrecipient, escalate the decision according to the contract's escalation process.

## **PROFESSIONAL SERVICES DBE PROVISIONS**

(PROJECT SPECIFIC - CONTRACTS)

FOR USE ON LPA/SUBRECIPIENT FEDERAL AID PROJECTS WITHOUT DBE GOALS

\* NOTE: REFER TO EDITING INSTRUCTIONS IN SECTIONS 13.0 \*

**(LPA PS EPRISE, 8/26/2016)**

### **DISADVANTAGED BUSINESS ENTERPRISES:**

#### **1.0 Policy:**

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined in Subsection 3.0, in USDOT-assisted contracts. The Department encourages consultants to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

Local Public Agencies (LPA) and or Subrecipients of Federal financial assistance will administer and manage the contracts from advertising, consultant selection, negotiation, contract execution, processing payment reports and contract modifications, audits, DBE compliance (e.g., reporting and monitoring) through contract closeout.

## 2.0 Assurances of Non-Discrimination:

The consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the the LPA/Subrecipient with the Department's concurrence deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages;
4. Disqualifying the consultant from submitting SOQs, or any other forms of proposals, as non-responsible;
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The consultant, subrecipient, or subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

## 3.0 Definitions:

**(A) Commercially Useful Function (CUF):** Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

**(B) Disadvantaged Business Enterprise (DBE):** a for-profit small business concern which meets both of the following requirements:

- (1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

**(C) NAICS Code:** The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

**(D) Non-DBE:** any firm that is not a DBE.

**(E) Race-Conscious (RC):** a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

**(F) Race-Neutral (RN):** a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

**(G) Small Business Concern (SBC):** a business that meets all of the following conditions:

- (1) Operates as a for-profit business registered to do business in Arizona;
- (2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;
- (3) Is independently owned and operated;
- (4) Is not dominant in its field on a national basis; and
- (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

**(I) Socially and Economically Disadvantaged Individuals:** any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;
  - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

- (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) "Women;"
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

#### **4.0 Working with DBEs:**

The Department works with DBEs and assists them in their efforts to participate in the highway construction program. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation  
Business Engagement and Compliance Office  
1801 W. Jefferson St, Suite 101, Mail Drop 154A  
Phoenix, AZ 85007  
Phone (602) 712-7761  
FAX (602) 712-8429  
Email: [ContractorCompliance@azdot.gov](mailto:ContractorCompliance@azdot.gov)  
Website : [www.azdot.gov/bec](http://www.azdot.gov/bec)

#### **4.01 Mentor-Protégé Program**

The Department has established a Mentor-Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime consultants to provide certain types of assistance to certified DBE subconsultants. ADOT encourages consultants and certified DBE subconsultants to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities and is not intended to diminish nor circumvent existing DBE rules or regulations.

#### **5.0 Applicability:**

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the consultant uses

a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

The DBE provisions are applicable to all consultants including DBE consultants.

## **6.0 Certification and Registration:**

### **6.01 DBE Certification:**

Certification as a DBE shall be predicated on:

- (1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise."
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
- (3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
- (4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <http://www.azutracs.com>.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at <http://www.azutracs.com>. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for DBE certification as outlined in

49 CFR Part 26. The consultant bears all risks of ensuring that DBE firms selected by the consultant are able to perform the work.

## **6.02 SBC Registration:**

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT and the LPA/Subrecipient strongly encourages consultants to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The consultant may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward the DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The consultant bears all risks of ensuring that SBC firms selected by the consultant are able to perform the work.

## **7.0 DBE Financial Institutions:**

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime consultants to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward the DBE participation.

The Department and the LPA/Subrecipient encourages prime consultants to research the Federal Reserve Board website at [www.federalreserve.gov](http://www.federalreserve.gov) to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

## **8.0 Time is of the Essence:**

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

## **9.0 Computation of Time:**

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, Federal or State holiday. In circumstances where the LPA/Subrecipient Procurement Office is closed for all or part of the last day, the period extends to the next day on which the LPA / Subrecipient Procurement Office is open.

## **10.0 Consultant and Subconsultant Requirements:**

### **10.01 General:**

The consultant shall establish a DBE program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers are prohibited.

### **10.02 DBE Liaison:**

The consultant shall designate a DBE Liaison responsible for the administration of the consultant's DBE program. The name of the designated DBE Liaison shall be included on the DBE Intended Participation Affidavit Summary.

### **11.0 DBE Goal:**

The Department has not established contract goals for DBE participation in this contract. Consultants are still encouraged to employ reasonable means to obtain DBE participation. Consultants must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

## **12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:**

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all consultants and subconsultants who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at <http://www.azutracs.com/> a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime consultants and all subconsultants, including DBEs listed in the SOQ must be registered in AZ UTRACS. Proposers may verify that their firm and each subconsultant is registered using the AZ UTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting the LPA/Subrecipient.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subconsultants, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Cost Proposal submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Cost Proposal.

**FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST CONFIRMATION EMAIL WITH THE COST PROPOSAL BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED AND AS OUTLINED IN THE RFQ SHALL BE CAUSE FOR THE PROPOSER'S COST PROPOSAL TO BE REJECTED.**

### **13.0 Payment Reporting:**

The consultant shall report on a monthly basis indicating the amounts paid to all subconsultants, of all tiers, working on the project. Reporting shall be in accordance with Prompt Pay and Payment Reporting requirements section \_\_\_\_\_ of the contract specifications.

### **14.0 Crediting DBE Participation:**

#### **14.01 General Requirements:**

To count toward DBE participation, the DBE firms must be certified at the time of Cost Proposal submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at <http://www.naics.com/search/>.

Credit towards the consultant's DBE participation is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subconsultant purchases or leases from the prime consultant or its affiliate will not be credited toward DBE participation.

The consultant bears the responsibility to determine whether the DBE possesses the proper consultant's license(s) to perform the work and, if DBE credit is requested, that the DBE subconsultant is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The consultant bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime consultant, subconsultant, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The consultant may credit second-tier subcontracts issued to DBEs by non-DBE subconsultants. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime consultant may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime consultant or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE participation only if the DBE's subconsultant is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward a DBE participation.

A prime consultant may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **14.02 Effect of Loss of DBE Eligibility:**

If a DBE is deemed ineligible (decertified) or suspended in accordance with 49 CFR 26.87 and 26.88, the DBE may not be considered to count toward DBE participation on a new contract, but may be considered to count toward DBE participation under a subcontract that was executed before the DBE suspension or decertification is effective.

When a DBE firm or a DBE prime consultant loses its DBE eligibility and a subcontract or contract has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation.

When a subcontract is executed with the DBE firm before the Department notified the firm of its ineligibility, the consultant may continue to use the firm on the contract and may continue to receive DBE participation credit for the firm's work.

#### **14.03 Notifying the Consultant of DBE Certification Status:**

Each DBE contract at any tier shall require any DBE subconsultant or supplier that is either decertified or certified during the term of the contract to immediately notify the consultant and all parties to the DBE contract in writing, with the date of decertification or certification. The consultant shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

#### **14.04 Police Officers:**

DBE credit will not be permitted for procuring DPS officers. For projects on which officers from other agencies are supplied, DBE credit will be given only for the broker fees charged, and will not include amounts paid to the officers. The broker fees must be reasonable.

#### **14.05 Commercially Useful Function:**

A prime consultant can credit expenditures to a DBE subconsultant toward DBE participation only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the LPA/Subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the LPA/Subrecipient will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, LPA/Subrecipient will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The LPA/Subrecipient will notify the consultant, in writing, if it determines that the consultant's DBE subconsultant is not performing a CUF. The consultant will be notified within seven calendar days of the LPA/Subrecipient's decision.

Decisions on CUF may be appealed to the ADOT BECO. The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the ADOT BECO. The appeal must be received by ADOT BECO no later than seven calendar days after the LPA/Subrecipient's decision. LPA/Subrecipient's decision remains in place unless and until the ADOT BECO reverses or modifies LPA/Subrecipient's decision. ADOT BECO will promptly consider any appeals under this subsection and notify the consultant of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The LPA/Subrecipient may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The consultant shall cooperate during the site visits and the LPA/Subrecipient staff will make every effort not to disrupt work on the project.

#### **15.0 Required Provisions for DBE Subcontracts:**

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subconsultant Compliance Assurances available from the LPA/Subrecipient and all of the Uniform Terms and Conditions set forth in other sections of this contract.

Consultants executing agreements with subconsultants, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the LPA/Subrecipient and ADOT deem appropriate as outlined in DBE Subsection 2.0.

The LPA/Subrecipient reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The consultant shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Consultant shall provide electronic copies of signed subcontract agreements for all DBE Subconsultants listed on the DBE Intended Participation Affidavit Summary by uploading them within 15 calendar days of an approved contract to the LPA DBE System.

#### **16.0 Certification of Final DBE Payments:**

DBE participation on the contract is measured by actual payments made to the DBEs. The consultant shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the consultant and the relevant DBE, and submitted to the LPA/Subrecipient no later than 30 days after the DBE completes its work.

The LPA/Subrecipient and ADOT will use this certification and other information available to determine applicable DBE credit allowed to date by the Prime Consultant and the extent to which the DBE firms were fully paid for that work. By the act of filing the forms, the consultant acknowledges that the information is supplied in order to justify the payment of state and federal funds to the consultant.

The consultant will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the LPA/Subrecipient.

**17.0 False, Fraudulent, or Dishonest Conduct:**

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.