



**REQUEST FOR QUALIFICATIONS
OF
CONSULTANTS INTERESTED IN PERFORMING
PROFESSIONAL ENGINEERING
SERVICES FOR THE
SUN CORRIDOR METROPOLITAN PLANNING ORGANIZATION (MPO)**

Issued by:
Sun Corridor Metropolitan Planning Organization
211 North Florence Street, Suite 103
Casa Grande, AZ 85122
520-705-5153 | www.scmpo.org

**SCMPO CONTRACT NO. 2025-02
ADOT PROJECT NO. MPD11021-2.1-01**

November 6, 2025

Table of Contents

PUBLIC NOTICE 3

INTRODUCTION..... 4

SCOPE OF SERVICES 5

INSTRUCTIONS FOR SUBMITTAL..... 6

SUBMITTAL CONTENT 6

ADMINISTRATIVE REQUIREMENTS 8

ADDITIONAL TERMS AND CONDITIONS..... 9

INITIAL SOQ EVALUATION AND SELECTION PROCESS..... 10

PROJECT/TASK INITATION 11

APPENDIX “A” SOQ Proposal Certifications Form..... 14

APPENDIX “B” Federal Certification Debarment and Suspension..... 17

APPENDIX “C” Lobbying Certification 20

APPENDIX “D” Participation in Boycott of Israel – Consultant Certification Form 21

APPENDIX “E” Forced Labor of Ethnic Uyghurs Ban – Certification Form 22

APPENDIX “F” Contractor Demographic Profile Request Form..... 23

APPENDIX “G” DBE PROVISIONS 25

**APPENDIX “H” Appendix A of the Sun Corridor Metropolitan Planning
Organization 2026 Title VI and LEP Implementation Plan. 35**

**APPENDIX “I” Appendix E of the Sun Corridor Metropolitan Planning Organization
2026 Title VI and LEP Implementation Plan..... 36**

APPENDIX “J” PROMPT PAY AND PAYMENT REPORTING PROVISIONS..... 37

APPENDIX “K” Professional Engineering Services Contract 41

**PUBLIC NOTICE
FOR
CONSULTANTS INTERESTED IN PERFORMING
PROFESSIONAL ENGINEERING SERVICES FOR
SUN CORRIDOR MPO ADOT PROJECT NO. MPD11021-2.1-01**

The Sun Corridor MPO is soliciting Statements of Qualifications (SOQ) to select the most qualified Consultant to provide engineering services to perform all pre-construction activities. This may include project management, development of project scoping documents, preparation of design and construction plans, technical reports and specifications, quantity computations, and other related construction documents. The Sun Corridor MPO and the selected Consultant will enter into a Professional Engineering Services Contract that will serve as a master contract for future negotiated task-related services.

The Contract will have an initial two-year term, with possible renewals not to exceed five years. The Sun Corridor MPO intends to select one firm for as-needed engineering services.

SOQ will be accepted up to, but no later than, **December 16, 2025, 2:00 p.m., Local Time**, by the Sun Corridor MPO Transportation Planning Manager, Starla Anderson at sanderson@scmpo.org, all in accordance with the provisions contained herein.

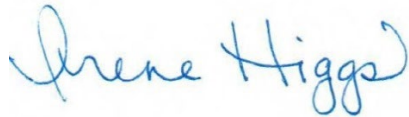
Any SOQ submitted after the time and date specified herein will not be accepted and Sun Corridor MPO assumes no liability for the costs of preparing a response to this request.

A SOQ received by the Sun Corridor MPO in accordance with the requirements specified herein will be processed to identify eligible Consultants.

All submittals shall become the property of Sun Corridor MPO and will not be returned.

The Consultant may submit one electronic copy in pdf format of the complete submittal document emailed to the Sun Corridor MPO Transportation Planning Manager. Questions can be addressed to Starla Anderson at sanderson@scmpo.org.

Issued by:



Date: 10/31/2025

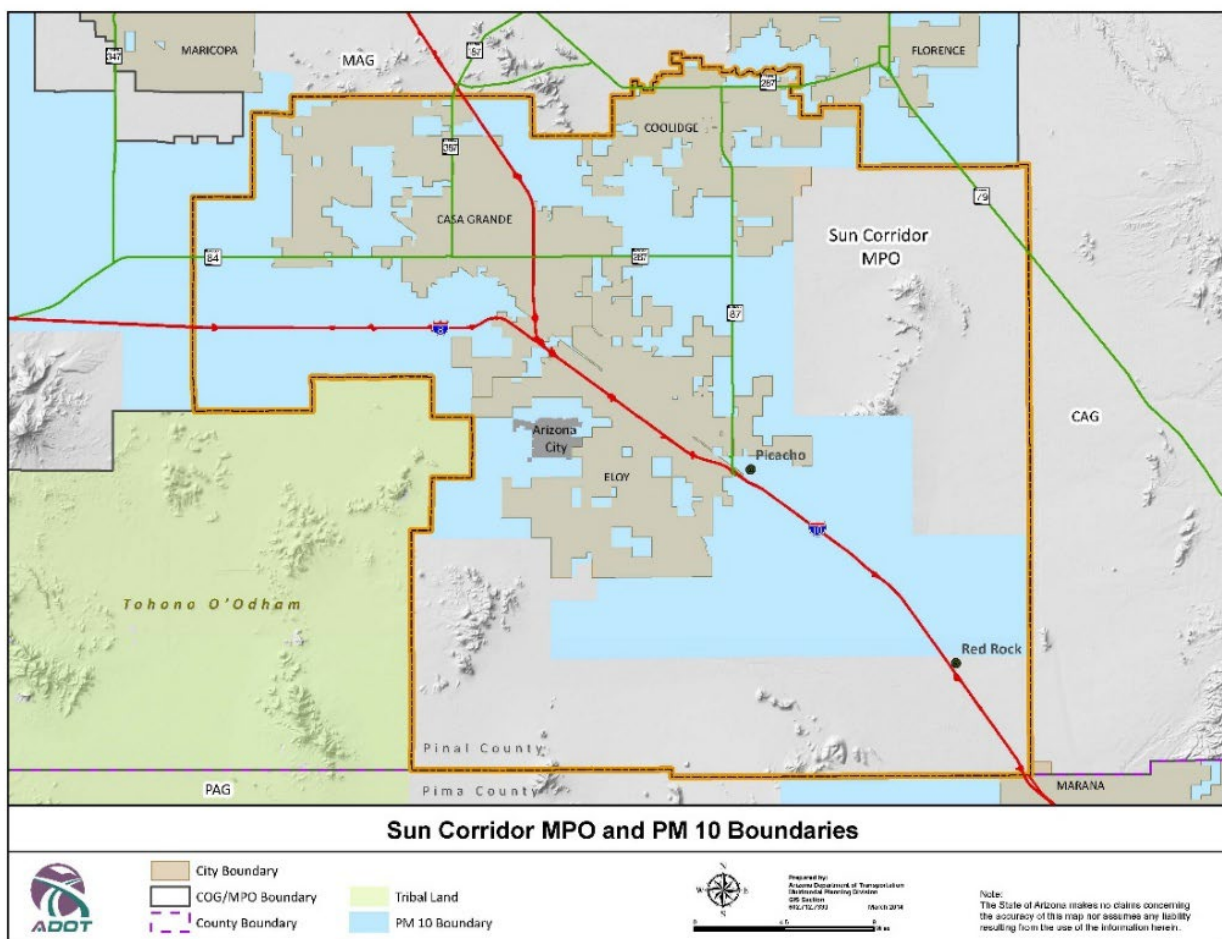
Irene Higgs, Sun Corridor MPO Executive Director
211 N Florence St. Ste. 103
Casa Grande, AZ 85122
Email: ihiggs@scmpo.org
Phone: 520-705-5143

INTRODUCTION

The Sun Corridor Metropolitan Planning Organization (MPO) is a federally designated agency responsible for coordinating transportation planning and programming in urbanized areas with populations of 50,000 or more. The MPO's mission is to provide planning and programming services for the safe and efficient movement of people and goods consistent with the region's overall land use, economic, social, and environmental goals. Special emphasis is placed on providing equal access to a variety of transportation mode choices (transit, bicycling, walking, automobile, carpool, etc.) and ensuring effective public involvement throughout the planning process.

The Sun Corridor MPO encompasses a total land area of 1,155 square miles (see the Sun Corridor MPO Planning Boundary Map below). 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 130,000. When the Sun Corridor MPO was formed, the elected officials recognized the need for long-range planning and policy development on a regional scale. They realized that many issues, such as transportation and air quality, affected residents beyond the borders of their individual jurisdictions. Sun Corridor MPO was founded in the spirit of cooperation. The Sun Corridor MPO members believe that by uniting, they can solve common problems, take an active role in long-range regional issues, and address concerns that affect all the surrounding communities.

SCMPO Boundary Map



SCOPE OF SERVICES

This Request for Qualifications (RFQ) involves a Professional Services Contract for engineering services and additional services, as defined below. The Professional Services Contract will serve as a “master contract” for future negotiated task-related services, which will be procured through separate Task Orders. Each Task Order issued will include a more specific Scope of Services for the specific project, a negotiated fee for the project, and a project schedule.

The intent of this program is to enable Sun Corridor MPO staff to augment existing resources by selecting a qualified Consultant to provide specialized services that are required for executing tasks and projects in identified areas (“Task Orders”). To expedite the delivery of these Consultant services, the Sun Corridor MPO will select a qualified Consultant to participate in the Sun Corridor MPO Engineering Program.

The Sun Corridor MPO Engineering Program will include reviewing projects from a variety of sources (e.g. Sun Corridor MPO Regional Transportation Plan, Pinal County Strategic Transportation Safety Plan, Transportation Alternative Program, Bridge Program, Safe Routes to School Studies, Road Safety Assessments (RSAs), Transit Studies, Corridor Studies, and member agency studies, etc.). Selected projects will be issued a Task Order in an effort to prepare the project(s) for competitive state or federal funding opportunities.

Areas of Expertise

Consultants may qualify in one or more of the following Areas of Expertise. Statements of Qualifications (SOQs) must clearly indicate each area of expertise being offered. Subconsultants are permitted.

a. **Area of Expertise:** Transportation Services

The Consultant will provide assistance and expertise in performing a range of engineering tasks that may include:

- 1) Perform all pre-construction activities. This may include project management, development of project scoping documents, preparation of design and construction plans, technical reports and specifications, quantity computations, and other related construction documents.
- 2) Project Assessments
- 3) Scoping Documents
- 4) Design Concept Reports
- 5) Traffic Data Collection and Analysis
- 6) Safety Data Collection and Analysis
- 7) Intelligent Transportation Systems
- 8) Traffic Signal Timing Analysis
- 9) Roadway Design
- 10) Bridge Structural Design
- 11) Preliminary Pavement Design
- 12) Bicycle and Pedestrian Facilities
- 13) Roundabout Design
- 14) Drainage Design
- 15) Environmental Services
- 16) Utility Review
- 17) Right of Way Mapping and Plans
- 18) Road Safety Assessments (RSAs)
- 19) Transit Facilities

b. **Area of Expertise:** State and Federal Grant Writing

The Consultant will demonstrate expertise in all or some of the following [examples]:

- 1) Better Utilizing Investments to Leverage Development (BUILD)
- 2) Infrastructure For Rebuilding America (INFRA)
- 3) National Infrastructure Project Assistance (MEGA)
- 4) Highway Safety Improvement Program (HSIP)
- 5) Safe Streets and Roads for All (SS4A)
- 6) Transportation Alternative (TA)
- 7) Safe Routes to Schools

- 8) Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD)
- 9) Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program (PROTECT)
- 10) Rural Surface Transportation (Rural)
- 11) Active Transportation Infrastructure Investment Program (ATIIP)
- 12) Bridge Investment Program (BIP)
- 13) Arizona Commerce Authority Economic Strengths (ESP)

The total budgeted amount available for this project in FY2026-2027 is \$708,126 (over 2 years) The total amount available under each Task Order issued to the qualified, approved Consultant under this RFQ will vary depending on the desired services.

It is anticipated that the selected Consultant will utilize state-of-the-art engineering and planning tools in executing the Task Orders. All third-party software and programming languages used for the various tasks shall be agreed upon in advance. All deliverables and related information, including data and software, shall become the property of Sun Corridor MPO.

INSTRUCTIONS FOR SUBMITTAL

The Consultant will be selected through a qualifications-based selection process. Consultants interested in providing services must submit a Statement of Qualifications (SOQ) that meets the following requirements:

- Maximum length of 20-pages
- Page limit is for the proposal content only and does not include covers, cover letter, table of contents, dividers, résumés, or required forms 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
- Side margins will be one-half (1/2) inch or greater and top and bottom margins will be one (1) inch or greater
- Cover letter shall be limited to one page only and must be signed by a party authorized to bind the entity submitting the proposal
- Each resume shall not exceed 2 pages.
- **One electronic copy in pdf format** of the complete proposal submittal document. It shall be emailed to the Sun Corridor MPO Transportation Planning Manager, no later than the due time and date stated in this RFQ.
- The email subject line shall clearly identify it is a **SOQ for the SCMPO Professional Engineering Services ADOT Project # MPD11021-2-1.01**

SUBMITTAL CONTENT

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

The following items **must be included** in each submittal 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 submittal, potential consultants submitting a SOQ are required to adhere to the following format:

1. **Cover Letter** – One page cover letter shall be attached as a part of the submittal including:
 - a. The title of this solicitation.

- b. Consultant's name and business address.
 - c. The name, title, mailing address, and telephone, and email of the Consultant's contact.
 - d. Signature from a representative or officer authorized to bind the Consultant.
 - e. An expression of the Consultant's interest in being selected.
 - f. A statement confirming the commitment of key personnel identified in the submittal to the extent necessary to meet expectations.
 - g. Provide the name and Professional Engineer's registration number of the prime Consultant Principal, Officer, or Project Manager responsible for this contract.
2. **Table of Contents.**
3. **Organization and Approach.** A brief statement describing the Consultant's organization and outlining its approach to completing the work required for the range of projects included in this solicitation. This statement should briefly illustrate the Consultant's overall understanding of specific areas of expertise and experience regarding the anticipated projects listed above in the Scope of Services and services offered under item 5 below.
4. **Background of Firm.** Background information regarding Consultant, including:
- a. Number of employees (by type of professional expertise and managerial role in the consultation).
 - b. Length of time the Consultant has been in business.
 - c. Number of affiliated offices (if applicable).
5. **Range of Services Offered.** Identification of the specific services that the Consultant is qualified in and seeks to provide to Sun Corridor MPO. Related services may be offered in addition to those referenced above in the Scope of Services. The Consultant does not have to submit a response to all the required areas of expertise and anticipated projects listed to be favorably considered. This information must be provided in a spreadsheet format, clearly identifying the firm's role and the role of any Subconsultants which the Consultant proposes to utilize for specified categories of work and anticipation of DBE participation if applicable. Therefore, all SOQs should include sufficient personnel resources for carrying out all types of anticipated work in each area of expertise offered.
6. **Recent Examples and References.** Consultant's recent experience in performing work similar to that anticipated herein. This description shall include the following:
- a. Date of the project.
 - b. Name and address of client organization.
 - c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
 - d. Brief description of the project.
 - e. Consultant key personnel involved and their roles.
7. **Key Personnel.** Key personnel are those individuals whose qualifications are highly significant and appropriate in evaluating the overall qualifications of the project team. A complete listing of all individuals and the individual's qualifications and education to be included under each area of expertise, specifying their level of participation in each of the areas of expertise identified in item five (5) above. The Consultant's Project (Contract) Manager in direct charge of the overall project/contract work must be identified. This information must be provided in a spreadsheet or tabular format with Subconsultants listed separately. Project managers on assignments that involve traffic engineering elements must be a currently registered engineer in Arizona.
8. **Résumés.** Résumés of each person listed in item seven (7) above, indicating education and experience relevant to the areas of expertise. Include abstracts of previously completed similar projects.
9. **Subconsultants.** The name, address, telephone number, and primary contact for Subconsultants the Consultant expects to utilize. For each Subconsultant, include résumés of the individuals to be assigned to the project and at least two (2) references which include:
- a. Date of the project.
 - b. Name and address of client.

- c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
 - d. Relevance to this SOQ.
10. **Additional Information.** Any additional information that the Consultant believes would be useful to the Sun Corridor MPO in evaluating the Consultant's SOQ. Please refer to the Initial SOQ Evaluation and Selection Process section beginning on page 10.
11. **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.
12. **Appendix – Required Forms**
Forms required to be completed and provided with the consultant's submittal 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 form with the Proposal will result in the Proposal being rejected.** Required forms to include in this appendix are:

IMPORTANT: 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 Project # **MPD11021-2-1.01**

- *Bidder's List Confirmation (email from AZ UTRACS)*
- *Signed SOQ Proposal Certifications Form (Appendix A)*
- *Signed Federal Certification (Appendix B)*
- *Lobbying Certification (Appendix C)*
- *Participation in Boycott of Israel - Consultant Certification Form (Appendix D)*
- *Forced Labor of Ethnic Uyghurs Ban – Consultant Certification Form (Appendix E)*
- *Contractor Demographic Profile Request Form - While not required and completely voluntary, the Sun Corridor MPO asks that you please also include this form to assist the MPO in meeting Title VI reporting requirements. This form will not be included in the evaluation of this RFQ. (Appendix F)*

ADMINISTRATIVE REQUIREMENTS

1. The Consultant agrees and understands that the Professional Engineering Services Contract shall not be construed as an exclusive arrangement and further agrees that Sun Corridor MPO may secure similar services with other contracted sources at any time in conjunction with, or in replacement of, the proposed services.
2. The basis for payment to the Consultant for services rendered shall be based on the negotiated Task Order scope of work, budget, approved rate schedule for the Consultant and/or any Subconsultants, and fee not to exceed amount.
3. An audit examination of the Consultant's records may be required.

4. During the course of the executed Task Order, a progress report is required with each invoice on a monthly basis. Each progress report shall include a comprehensive narrative of the activities performed during the month, an estimated percent complete for each project task, monthly and cumulative costs by task, activities of any Subconsultants, payments to any Subconsultants, a discussion of any notable issues or problems being addressed, and a discussion of anticipated activities for the next month.
5. The Consultant selected must document any potential conflicts of interest during the contract period. A conflict of interest shall be cause for terminating a contract. A potential conflict of interest includes, but is not limited to, the following:
 - a. Accepting an assignment where duty to the client would conflict with the Consultant's personal interest or the interest of another client.
 - b. Performing work for a client or having an interest which conflicts with this contract.
 - c. Employing personnel who worked for Sun Corridor MPO or one of its member agencies within the past three (3) years.

Sun Corridor MPO shall be the final determining body as to whether a conflict of interest exists.

6. The Consultants selected shall comply with Sun Corridor MPO insurance requirements as outlined in the contract.
7. Title VI/Non-Discrimination
Sun Corridor MPO, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full and fair opportunity to submit proposals 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.
8. Affirmative Action
The Sun Corridor MPO is an Affirmative Action/Equal Opportunity Employer.
9. Prompt Pay and Payment Reporting Provisions
 - A. Prompt Payment.** Consultant will abide by and comply with the prompt payment provisions applicable under Arizona Law in payment of their Subconsultants/subcontractors, applicable DBE reporting provisions and with the provisions of Appendix J- Prompt Payment Provisions and Measurement of Payments.
 - B. 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.

ADDITIONAL TERMS AND CONDITIONS

1. This solicitation does not commit the Sun Corridor MPO to award a Contract or to pay for costs associated with the preparation of the RFQ or pre-contract expenses. Sun Corridor MPO reserves the right to accept or reject any or all RFQ responses received, to cancel all or part of the RFQ, or to negotiate with all qualified firms.
2. The Sun Corridor MPO may at its discretion, require additional terms and conditions at the time the final Contract is negotiated. The additional terms and conditions would be for clarification of particular language or correcting errors in the RFQ; such as, omissions or misstatements that are discovered.
3. No prior, current or post-award verbal agreement(s) with any officer or employee of the Sun Corridor MPO shall affect, modify or supersede any terms or modifications of this RFQ.

4. The Consultant chosen may be required to submit revisions of their responses as a result of negotiations.
5. The selected consultant and subconsultants shall possess any necessary Arizona licenses and permit necessary to operate in the State and shall provide evidence of such to the Sun Corridor MPO.
6. Any changes to the response requirements will be made by written addendum.
7. The Consultant will acknowledge and agree to all additional State and Federal terms, conditions, assurances, and provisions outlined in this RFQ document for this solicitation.

INITIAL SOQ EVALUATION AND SELECTION PROCESS

SOQ Technical Evaluation

1. CONTRACT UNDERSTANDING AND APPROACH (Maximum 60 points)

- a. Did the SOQ discuss the general design process? Was a table identifying the technical elements (e.g. memos, reports, plans), institutional elements (e.g. clearances, processes), and tasks associated with all key disciplines presented? Did the table identify special issues or risks that are likely to be encountered and their approach to resolving them? Consider how thoroughly they discussed these items. (Maximum 30 pts.)
- b. Did the SOQ present an approach for establishing a Task Order Scope of Work that meets the needs of the project? Did the SOQ discuss the use of Performance Based Practical Design (PBSD) to meet the needs of the project? (Maximum 30 pts.)

2. TEAM EXPERIENCE AND QUALIFICATIONS (Maximum 40 point)

- a. Was a table showing the prime Consultant and Subconsultant's previous project experience presented? Did the SOQ identify relevant project experience associated with all the Key Technical Disciplines? Did the table thoroughly show the project scope, the roles the prime or Subconsultant performed, and that the baseline delivery schedule was met for each project presented?

3. TEAM CAPABILITY (Maximum 35 points)

- a. Did the SOQ describe the Team Member's knowledge, skills, and abilities for each Key Technical Discipline? Did the SOQ provide the Team Member's licenses and certifications relevant to each Key Technical Discipline?

SOQ Non-Technical Evaluation

1. Key Personnel (Maximum 40 Points)

- a. Did the SOQ demonstrate that the Project Principal has the authority to commit Firm resources and act on behalf of the Firm regarding contractual matters, disputes, quality, and delivery of services? Was it shown that the Project Principal has experience and a record of past performance on projects of similar type and size and that they have been responsive to clients in the past? (Maximum 5 pts.)
- b. Did the SOQ demonstrate that the Contract Manager has the necessary knowledge, skills, and abilities relevant to accomplishing projects similar in quality of work, meeting schedules, and being responsive to special needs and concerns of the clients? Did the SOQ show that the Contract Manager has experience and a record of past performance on projects of similar type and size, and that they have been responsive to clients in the past? (Maximum 10 pts.)

- c. Did the SOQ demonstrate that the firm has experienced project managers to manage the tasks expected to be conducted under the contract? Did the SOQ show that the Task Order Project Managers have the experience and a record of past performance on projects of similar type and size, and that they have been responsive to clients in the past? (Maximum 25 pts.)

2. QA/QC (Maximum 25 Points)

- a. Did the SOQ describe the Team's quality control program, how it incorporates project risks, and how it ensures a high-quality final product? Did the SOQ highlight how the Team would prepare a quality engineer's estimate for the project task order? Did the SOQ show that the quality control program has been successfully used on other similar sized and types of projects in the past?

References. As part of its final selection, Sun Corridor MPO reserves the right to contact a reasonable number of references from among those provided by the Consultant.

Interviews. No formal presentations by proposing Consultants are hereby solicited or required. Based on the above evaluation criteria, selected firms submitting SOQs **may** be interviewed prior to the selection of a final consultant. Such interviews are expected to be informal without formal presentation and may be conducted virtually. In-person interviews may be scheduled within thirty (30) days after the RFQ Submission Deadline. It is anticipated that firms selected for interviews will be contacted approximately one (1) week prior to the in-person interview date. Sun Corridor MPO strongly suggests that the project manager and key members of the Consultant team be present at the in-person interview.

Contact with the Sun Corridor MPO or Sun Corridor MPO Member Agency Employees. Except for submissions and interviews provided herein, all firms interested in this RFQ (including the firm's employees, representatives, agents, lobbyists, attorneys, and Subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process during the period of this solicitation. This policy is intended to create a level playing field for all potential firms, and to protect the integrity of the selection process. All questions on this selection process should be addressed to the authorized representative at Sun Corridor MPO.

PROJECT/TASK INITIATION

1. **Request for Technical and Pricing Proposal.** To initiate a project or task (a "Task") hereunder, Sun Corridor MPO will provide a brief scope of services for the Task Order and request a technical and pricing proposal to be submitted to Sun Corridor MPO within two (2) weeks of receipt by the Consultant (a "Task Order Request"). The proposal shall include the project scope of services, required schedule, a list of deliverables, and pricing.
2. **Response.** Responses to a Task Order Request shall be in writing and submitted to Sun Corridor MPO's Project Manager designated in the Request. Pricing submitted shall be in the format specified by Sun Corridor MPO and will include a listing of proposed staff, staff position description (i.e., Project Manager, Systems Integrator), hourly rate according to the rate schedule for the period to be covered by the project in question, estimated number of hours, and anticipated reimbursable expenses. Items shall be totaled and unless otherwise specified by Sun Corridor MPO, the total shall be a NOT TO EXCEED amount. Sun Corridor MPO will finalize the scope of services and project pricing in consultation with the Consultant and other stakeholder agencies with direct involvement in the project.
3. **Task Order Contract.** Upon finalization of the scope of services, cost, and project schedule, a Task Order shall be executed and the Task Order, including attachments thereto will become a portion of the Professional Engineering Services Contract which will be effective upon full execution of the Task Order. The Professional Engineering Services Contract attached hereto and by submission of a SOQ, Consultant agrees to the terms thereof including alteration or modification of

the terms as necessary to comply with applicable Federal or State statutes, rules and regulations. The Consultant shall commence work upon an approval notice from the Project Manager.

4. **Task Order Duration.** Duration of services for projects to be completed under this contract may vary from a few weeks to several months and will be dependent on the scope of services of each project. The schedule and duration will be as specified in the executed Task Order for each project. The Consultant shall submit any changes to the project schedule in a format specified by Sun Corridor MPO.
5. **DBE Participation.** The Consultant shall comply with the Contract Disadvantaged Business Enterprise (DBE) goal on a Task-Order-by-Task-Order basis if a DBE goal has been established. If no DBE goal has been set on this Contract, the Consultant is encouraged to voluntarily obtain DBE participation to help ADOT meet its overall DBE goal. ADOT is required to collect data on all DBE participation and report to FHWA, whether or not there is a stated DBE goal on the contract. Prime Consultants should refer to the DISADVANTAGED BUSINESS ENTERPRISES PROVISIONS section of this RFQ for information on DBE reporting requirements. Accurate reporting is needed to track DBE participation.
6. **Vendor Information.** As soon as the Professional Engineering Services Contract has been executed and prior to issuance of a Task Order and subsequent payment, the selected Professional Engineering Services Consultant shall have a completed Federal Form W-9 and Proof of Insurance on file with Sun Corridor MPO. No payments shall be made until the forms are on file.
7. **Performance Standards.** Sun Corridor MPO will rely on and Consultant shall perform in accordance with the Professional Engineering Services Contract Not to Exceed Budget by Task Order ("Professional Engineering Services Contract") attached hereto as completed and modified for the Task Order which Consultant is to perform.
8. **Release of Information.** The Consultant agrees that its employees shall not disclose or release any data or information developed or obtained in connection with the performance of this contract, except where such information is:
 - a. expressly permitted to be disclosed under the terms of this contract, or
 - b. made public by Sun Corridor MPO, ADOT, FTA, or FHWA.
9. **Consultant Selection.** Sun Corridor MPO makes no guarantee as to the amount of work to be assigned to the selected Consultant and may exercise its option not to utilize the services requested herein. Sun Corridor MPO is under no financial obligation to any selected Consultant unless Sun Corridor MPO issues a Task Order for a specific requirement.
10. **Project Administration and Project Management.** The Sun Corridor MPO Project Manager is Starla Anderson, Transportation Planning Manager, or such other person as Sun Corridor MPO may hereafter designate. The Sun Corridor MPO Project Manager will provide general direction as necessary and will be responsible for decisions pertaining to work under the contract.
11. **Payment.** The Consultant will be paid based on the negotiated scope of services, budget, schedule, and fee not to exceed budget as provided in the Task Order, but will be subject to prompt payment and dispute process as provided in the Prompt Payment Attachment on the Professional Engineering Services Contract. Task orders may not be based on time and materials unless no other contract type will satisfy the needs of the subject project.

Progress reports and invoices shall be submitted monthly for reimbursement of costs incurred in conformance with the Task Order budget. The progress reports shall document services by each Task Order identifying the hours worked, the hourly rate of each person, and other direct expenses. All costs incurred in preparing invoices shall be included in the overhead rate. Sun

Corridor MPO will provide to the Consultant the format to be used for invoices and progress reports.

12. **Travel.** Travel will be subject to the Sun Corridor MPO Travel policy.

13. **Invoicing Requirements.** Invoices shall be submitted electronically to:

sanderson@scmpo.org or such other person as Sun Corridor MPO may designate

All invoices submitted must be signed. This RFQ and any SOQ are subject to the terms of the Administrative Requirements set forth in this RFQ.

APPENDIX "A" SOQ Proposal Certifications Form

SOQ Proposal Certifications Form

Consultant Name _____

SCMPO Contract #: SCMPO 2025-02

ADOT Project # MPD11021-2.1-01

Please read the fourteen 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 RFQ advertised, as revisions to the form may occur from time to time. Failure to sign and submit the certification form specified in this RFQ with the SOQ will result in the Proposal being rejected.

Submission of the SOQ by the Consultant certifies that to the best of its knowledge:

1.	The Consultant and its subconsultants have not engaged in collusion with respect to the contract under consideration.
2.	The Consultant, its principals and subconsultants, have not been suspended or debarred from doing business with any government entity.
3.	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 subconsultants have the proper Arizona license(s) and registration(s) for services to be performed under this contract.
4.	The Consultant's signature on any SOQ proposal, negotiation document, or contract constitutes that a responsible officer of the Consultant has read and understands its contents and is empowered and duly authorized on behalf of the Consultant to do so.
5.	The Consultant's Project Team members are employed by the consultant on the date of submittal.
6.	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.
7.	Professional liability insurance is required as outlined in the contract.
8.	No Federally appropriated funds have been paid or shall be paid, by or on behalf of the consultant, for the purpose of lobbying.
9.	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, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit proposals/bids in response to this invitation and will 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 (78 Stat. 252, 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.
10.	The Consultant shall utilize all Project Team members, subconsultants, and DBE firms, if applicable, submitted in the SOQ, and shall not add other Project Team members or subconsultants, unless the Consultant has received prior written approval from the Sun Corridor MPO Executive Director.
11.	The Consultant shall either meet its DBE goal commitment and any other DBE commitments or make Good Faith Efforts to meet the DBE goal commitments as stated in its SOQ proposal or Cost Proposal; and shall report on a timely basis its DBE utilization as detailed in the contract.
12.	If selected, the Consultant is committed to satisfactorily carry out the Consultant's commitments as detailed in the contract and its SOQ proposal.

13.	Key members of the Project Team, including subconsultants, are currently licensed to provide the required services as requested in the RFQ package.
14.	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. Please note: any firm being awarded work as a prime or sub-consultant on a federally funded project must be AZ UTRACS registered. Failure to submit the corresponding Bidder's List email confirmation as part of the Proposal will result in rejection of the proposal. Please use ADOT Project # MPD11021-2.1-01.

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: _____

APPENDIX "B" Federal Certification Debarment and Suspension

Federal Certifications

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective primary 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 Government-wide 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:
 - i. Debarred
 - ii. Suspended
 - iii. Proposed for debarment
 - iv. Declared ineligible
 - v. Voluntarily excluded
 - vi. 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 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.

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**

SCMPO Contract #: SCMPO 2025-02
ADOT Project # MPD11021-2.1-01

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 any 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients 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, United States 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.

Organization: _____
Street address: _____
City, State, Zip: _____

CERTIFIED BY: _____
(type or print)

TITLE: _____

(signature)

(date)

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

APPENDIX "D" Participation in Boycott of Israel – Consultant Certification Form

This Certification is required in response to legislation enacted to prohibit the Sun Corridor MPO from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393, this form must be completed and returned with any response to a solicitation (SOQ), Contract Cost Proposals, and Contract Time Extensions. The Consultant understands that this response will become public record and may be subject to public inspection.

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority- owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
...
3. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

- The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
Exempt Solicitation, Contract, or Contractor.
Indicate which of the following statements applies to this Contract:
 - Solicitation or Contract has an estimated value of less than \$100,000;
 - Contractor is a sole proprietorship;
 - Contractor has fewer than ten (10) employees; and/or
 - Contractor is a non-profit organization.

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Date

APPENDIX "E" Forced Labor of Ethnic Uyghurs Ban – Certification Form

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:

<input type="checkbox"/>	<p>The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:</p> <ul style="list-style-type: none"> ● Forced labor of ethnic Uyghurs in the People’s Republic of China; ● Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or ● Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
<input type="checkbox"/>	<p>The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.</p>
<input type="checkbox"/>	<p>Exempt Contractor.</p> <p>Indicate which of the following statements applies to this Contractor (may be more than one):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contractor is a sole proprietorship; <input type="checkbox"/> Contractor has fewer than ten (10) employees; and/or <input type="checkbox"/> Contractor is a non-profit organization.

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City State Zip

Title

APPENDIX “F” Contractor Demographic Profile Request Form

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of the Sun Corridor Metropolitan Planning Organization (MPO), and their Fiscal Agent, the City of Casa Grande, that discrimination against businesses by reason of the race, color or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Sun Corridor MPO Executive Board that the Sun Corridor MPO and all vendors and contractors doing business with the Sun Corridor MPO shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Sun Corridor MPO without regard to the race, color, gender or national origin of the ownership of any such business.

The Sun Corridor MPO is committed to ensuring that no person is discriminated against on the grounds of color, race, or national origin as provided by the Title VI of the Civil Rights Act of 1964. As a bidder or contractor for the Sun Corridor MPO, you are asked to assist the Sun Corridor MPO in assuring that documentation of non-discrimination policies is provided for procurement activities of the Sun Corridor MPO as set forth in 49 CFR Part 26.

The attached Demographic Profile request is a voluntary disclosure of your company's demographic profile in order to assist the Sun Corridor MPO in analyzing trends in procurement activities in order to ensure compliance with non-discrimination policies. This voluntary disclosure of demographic data will not be used as a criteria for award of Sun Corridor MPO contracts.

**CONTRACTOR DEMOGRAPHIC PROFILE FORM:
NON-DISCRIMINATION IN PURCHASING AND CONTRACTING**

INSTRUCTIONS: Please indicate the sex, Hispanic/Non-Hispanic ethnicity, and race for the owner(s) and office(s) or branch (es) of your company providing the services for the proposed project. Including all those employed in your company, either full or part-time, to the extent demographic data is known. Company owners may be a sole proprietorship, one or more shared owners, including an employee-owned company, or other legal partnerships.

Definitions of sex, ethnicity and race as defined by the Bureau of the Census: www.census.gov

	Sex Male	Sex Female	Ethnicity Hispanic	Ethnicity Non-Hispanic	Race White	Race Black/African American	Race Asian	Race Hawaiian or Pacific Islander	Race American Indian or Alaskan	Race Multi Racial/Two or More	Race Other Race
Company Owner(s)											
Office(s) or Branch(es)											

- I/We are a registered DBE company with the State of Arizona.
- I/We are a publicly traded company with multiple shareholders/demographic data unknown.
- I/We choose to not disclose our company's demographic profile to the Sun Corridor MPO.

NAME OF COMPANY

BRANCH OFFICE LOCATION(S)

AUTHORIZED SIGNATORY FOR COMPANY

DATE

APPENDIX "G" DBE PROVISIONS

(ON CALL - CONTRACTS)

FOR USE ON LPA/SUBRECIPIENT FEDERAL AID PROJECTS WITHOUT DBE GOALS
(LPA PS ON CALL EPRISE, 1/9/2017)

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 marketplace 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 have adopted ADOT's DBE Program Plan, adhere to the Department's DBE policy and will administer and manage the on-call contracts from procurement advertising, consultant selection, negotiation, task order execution, processing payment reports and task order 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 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 LPA/Subrecipient will obtain the Department's concurrence prior to proceeding with a remedy in the event of a material breach of contract.

The prime 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.
- (H) **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
Website : 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 consultant shall meet the goal specified herein with DBEs or establish that it was unable to meet the goal despite making good faith efforts to do so. Prime consultants are encouraged to obtain DBE participation above and beyond any goals that may be set for this project.

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 jobsites.

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 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 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 **Appendix "J"**.

13.01 Contractor Subcontract Payment Reporting in the DBE System:

The Arizona Department of Transportation (ADOT) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to funding agencies of the USDOT on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both DBE neutral and DBE conscious projects (i.e. projects with and without DBE goals).

The Contractor shall respond to payment audits reported each month electronically through ADOT'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.

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 contracting Agency will work with ADOT MPD Contracts Group 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.

The Contractor shall include these provisions in all of its subcontracts and ensure that its subcontractors include these provisions in any lower-tier subcontracts.

The Contractor shall respond to payment audits reported each month electronically through ADOT'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.

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 contracting Agency will work with ADOT MPD Contracts Group 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.

The Contractor shall include these provisions in all of its subcontracts and ensure that its subcontractors include these provisions in any lower-tier subcontracts.

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 Contract Performance:

The LPA/Subrecipient will visit the consultant's office to conduct reviews to ensure compliance with CUF and other DBE requirements. The reviews may include, among other activities, interview of DBEs and their employees and the consultant and its employees. The consultant shall cooperate in the review and make its employees available. The consultant shall inform the LPA/Subrecipient in advance when each DBE will be working on the project to help facilitate reviews.

The LPA/Subrecipient reserves the right to request and inspect all records of the consultant and all records of the DBEs and non-DBE subconsultants concerning this contract. The consultant must make available a copy of all documents related to all contracts to LPA/Subrecipient upon request.

17.0 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.

18.0 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.

APPENDIX "H" Appendix A of the Sun Corridor Metropolitan Planning Organization 2026 Title VI and LEP Implementation Plan.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) withholding payments to the contractor under the contract until the contractor complies; and/or
 - b) cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX "I" Appendix E of the Sun Corridor Metropolitan Planning Organization 2026 Title VI and LEP Implementation Plan.

Appendix E – Performance Of Contract

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).

**APPENDIX “J” PROMPT PAY AND PAYMENT REPORTING PROVISIONS
CONSTRUCTION AND PROFESSIONAL SERVICES/DESIGN CONTRACTS**

** FOR USE ON LPA FEDERAL AID PROJECTS **
(07/24/2023)

MEASUREMENTS AND PAYMENT:

(A) 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 21 days after the receipt of complete and accurate invoice. The estimate of the work will 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 will 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 will be paid on or before 21 days after the invoice 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.

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.

(B) No Retainage on Progress Payments:

- (1) This is a federally funded project. Therefore, notwithstanding A.R.S § 34-221, the LPA/Subrecipient Procurement Office will not withhold retainage from progress payments. Neither the contractor, nor the subcontractor of any tier, may withhold any retainage on progress payments to subcontractors or suppliers of any tier.
- (2) This provision does not prevent the LPA/Subrecipient Procurement Office from withholding retainage or reducing payments where otherwise provided in the contract. These cases may include, but are not limited to:

- (a.) Delayed work;
- (b.) Work that is not satisfactorily performed; or
- (c.) A failure to submit necessary reports, certifications, or documents to the LPA/Subrecipient Procurement Office.

(C) Subcontractor Payments:

(1) No Retainage:

- (a.) This is a federally funded project. Therefore, notwithstanding A.R.S § 34-221, neither the contractor, nor the subcontractor of any tier, may withhold any retainage on progress payments to subcontractors or suppliers of any tier.
- (b.) Pursuant to Subsection (B)(2) of this Specification, the contract does not prevent the LPA/Subrecipient Procurement Office from withholding retainage or reducing payments where otherwise provided in the contract. These cases may include, but are not limited to:
 - i. Delayed work;
 - ii. Work that is not satisfactorily performed; or
 - iii. A failure to submit necessary reports, certifications, or documents to the LPA/Subrecipient Procurement Office.
- (c.) When the LPA/Subrecipient Procurement Office withholds retainage or reduces payments under Subsection (B)(2) of this Specification, the contractor may withhold retainage on progress payments to subcontractors or suppliers of any tier. However, the contractor may only withhold a reasonable amount of retainage.
- (d.) For the purposes of this section, a “reasonable amount” of retainage is based on the subcontractor’s involvement or the supplier’s involvement in the cause for the LPA/Subrecipient Procurement Office’s reduction of payment. The final amount retained from all subcontractors and suppliers shall not be higher than the amount retained by the LPA/Subrecipient. However, tier subcontracts shall include provisions that comply with this section.

(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. 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 month that the contractor fails to submit timely and complete payment information, the LPA/Subrecipient Procurement Office will retain \$5,000.00 as sanctions from the monies due to the contractor. After 90 consecutive days of non-reporting, the sanctions will increase to \$10,000.00 for each subsequent month which the contractor fails to report until the information is provided. These sanctions 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) Sanctions: These sanctions will 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 sanctions.

- (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 sanctions 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 sanctions, or additional remedies assessed, the LPA/Subrecipient will consider whether there have been other violations on this or other 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 Engineering Services Contract
Sun Corridor Metropolitan Planning Organization
SCMPO Engineering Program**

SCMPO Contract # SCMPO 2025-02

ADOT Project # MPD11021-2.1-01

This Contract is between the Sun Corridor Metropolitan Planning Organization ("SCMPO") and the Consultant designated in a signed "Task Order" ("Consultant") and is effective when fully executed by SCMPO and Consultant (collectively the "Parties" and for one a "Party").

RECITALS:

SCMPO is the designated Metropolitan Planning Organization for Casa Grande, Coolidge, Eloy, and rural portions of Pinal County and seeks consulting services. SCMPO has published a "Request for Qualifications, Professional Engineering Services for SCMPO Engineering Program Notice of Request for Qualifications" (the "RFQ"); Consultant has submitted a Statement of Qualifications ("SOQ") (in response to the RFQ and has agreed to provide services under the terms of the RFQ and this Contract subject to the terms applicable to the Task Order;

NOW, THEREFORE, the parties covenant condition and agree is follows:

1. Additional Definitions. In this Contract the following words have the listed meaning, unless the context requires otherwise:

"ADOT" means the Arizona Department of Transportation.

"Contract" means and includes this document and, when executed, the Task Order (which included the proposal and any appendices, schedules and addendums attached thereto or incorporated therein).

"FTA" means the Federal Transit Administration.

"FHWA" means Federal Highway Administration.

"State" means the State of Arizona.

"Project Manager" means Starla Anderson and/or such other person SCMPO designates by notice to Consultant.

"Designated Representative" means that person to be designated by Consultant for the position at or prior to execution of the Task Order, which Consultant may thereafter change upon notice to SCMPO.

2. Consultant and Bound. The Consultant agrees that by execution of a Task Order referencing this Contract that Consultant is bound by all of the terms of this "Contract" as defined above and the terms of the RFQ.

3. The Task.

a. Consultant shall provide the services to SCMPO described in the Task Order, which shall include the: scope of work; budget; timing; unit and hourly pricing and description of deliverables referenced therein, together with performance of all subordinate work and deliverables not specifically referenced in the Task Order, but necessary to the full and effective performance of the tasks specifically referenced.

b. Consultant shall provide sufficient qualified personnel and as provided in the RFQ, updated information on the personnel to be utilized to perform all services as required herein, including but not limited to inspections and preparation of reports, as required by this Contract and as reasonably requested by the SCMPO.

c. All services identified in this Section are hereinafter known as the "Task" and shall be completed to the satisfaction of the SCMPO and shall be performed in compliance with the Task Order.

4. Consultant's Compensation.

a. SCMPO shall pay to Consultant the "Total Contract Amount" set forth in the Task Order for completion of the entire Task and for any increases due to allowed changes, with Consultant solely responsible for any and all payment to Subconsultants retained by the Consultant and any and all costs incurred by Consultant and Subconsultant for the work. In accordance with A.R.S. § 28-411, the Consultant is required to pay Subconsultants within seven (7) calendar days after receiving payment, unless exceptions exist within the agreed-upon consultant/subconsultant agreement.

b. The Consultant shall bill SCMPO pursuant to the terms and schedule set forth in the Task Order, including that each billing for hourly payment or deliverables will be consistent with the Task Order and include appropriate details and substantiation (collectively an "Invoice"). Pursuant to Prompt Pay Legislation (A.R.S. § 28-411), SCMPO agrees to pay invoices within twenty-one (21) calendar day of the date of receipt, if properly invoiced. No Invoice shall be complete or valid unless signed by Consultant's Designated Representative. Invoices will be emailed to sanderson@scmpo.org or such other person and address as SCMPO may hereafter designate.

c. Incomplete or incorrect invoices shall be returned to the Consultant within seven (7) calendar days of receipt by SCMPO. The 21-calendar-day payment timeframe shall begin anew upon receipt of the complete and corrected invoice. The payment of sums on an Invoice shall not bar SCMPO from thereafter disputing that the work was completed or satisfactory and sums may be withheld from payment of a later invoice due to prior unsatisfactory work so long as SCMPO provides a reasonably detailed explanation for withholding the sums at issue prior to payment of the later Complete Invoice. In event that SCMPO pays an invoice that is deficient due to, for example, the lack of requisite details or substantiation, SCMPO may withhold of payment of reasonable sums (such as the unsubstantiated portion thereof) from payment on a future Invoice pending receipt of requisite details, substantiation or information for the prior incomplete billing.

d. Receipt of payment by Consultant shall not relieve Consultant of its obligation to complete the performance of the Task, hereto including post-performance reports and updates, and record-keeping.

5. Changes in Work.

a. SCMPO designates Starla Anderson as SCMPO Project Manager, and it may designate another person as the or a Project Manager by notice given pursuant to this Contract. The Project Manager shall have authority to make changes in the work consistent with the purposes of the Task and, when they do not involve extra cost, there shall be no charge for such changes, and the notice will so state. If the Consultant claims that any direction involves extra cost under this Contract, it shall give the Project Manager written notice thereof within three (3) business days after the receipt of such direction, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. All Contract Amendments must be approved by the Project Manager and the SCMPO Executive Board.

b. SCMPO, without invalidating this Contract, may order extra work, make changes by altering, or deleting any portion of the work as specified herein, or as deemed necessary or desirable by the Project Manager, as long as the additional work and changes made are consistent with the intent and purpose of the Task and do not increase the work or decrease the work or the total contract amount at issue more than ten percent (10%) and larger adjustments will require a Contract Amendment, which is required to be approved by the Executive Board. All such work shall be performed under the conditions of this Contract. Extra work shall be that work not included as a portion of the Task. No extra work or change shall be made unless pursuant of a written "Directive" by the Project Manager or an amendment to this Contract. Increases or decreases in compensation will be consistent with the provisions of the Task Order, including hourly or unit prices therein and such pricing will apply.

c. Where the Adjustment is not clearly undeterminable by reference to hourly and unit pricing, the parties shall agree to the price adjustment for such changes, and SCMPO reserves the right to terminate the Contract as it applies to the items in question and/or make such arrangements as it may deem necessary to complete the desired work.

6. Contract Documents. It is agreed by and between the Parties that this Contract includes the terms and provisions of the Task Order with proposals or any Schedules attached hereto, and the following documents attached to the RFQ and this Contract: Administrative Requirements Appendix A-J; Exhibit A hereto, Standard Patent Rights; and Exhibit B hereto, Travel Policy. The forgoing Appendixes and Exhibits and attachments are to be interpreted in a complementary fashion. This Contract and documents referenced herein will be interpreted in a complementary manner as one document but there shall be a priority in interpretation and enforcement as follows: this Contract shall be interpreted consistent with applicable Statutes, Regulations and Rules which shall control in event of an inconsistency or conflict in this Contract, and the Schedules, Appendixes hereto, and the Task Order and otherwise take priority and control will apply in the following order: (1) this Contract; (2) the RFQ (except that provisions required by Statute, Rule or Regulation therein will still control).

7. Prompt Pay. The funding in this Contract includes reimbursement to SCMPO of expenditures necessary to accomplish the Project. Payment by SCMPO may not rely on receipt of funds from the Arizona Department of Transportation before paying Consultants.

Pursuant to 49 CFR 26.29 Consultants must pay Subconsultants for satisfactory performance (i.e., all the tasks called for in the subcontract for the invoicing period have been accomplished and documented as required by SCMPO and any deliverables are approved by the relevant approver no later than 7 days from receipt of each payment the SCMPO makes to the Consultant. The prompt payment provision applies to Subconsultants at all tiers. This applies to all Subconsultants, not just DBEs.

In the event the Consultant fails to invoice SCMPO according to its scheduled invoicing activities, and in any case where a Consultant's invoice has been rejected through no fault of the subconsultant's performance, the Consultant shall pay each Subconsultant for satisfactory work completed in no more than 30 calendar days from receipt of invoice for consultant-accepted work. 8. Independent Consultant, No Agency. It is expressly agreed and understood by and between the Parties that the Consultant is an independent Consultant, and the Consultant will conduct itself in a manner consistent with its status as an independent Consultant; and will not hold itself out nor claim to be an officer or employee or agent of SCMPO.

9. Non-Assignment. SCMPO is relying on Consultant's expertise and the expertise and qualifications of the principals and employees and Subconsultants disclosed to SCMPO pursuant to the SOQ and updates thereto and, thus, this Contract is non-assignable by Consultant without SCMPO's consent which may be withheld in its unfettered discretion.

10. Work Product. Except as provided by law, all work product of the Consultant for the Task are instruments of service for the Task only and shall be and remain the property of SCMPO whether the Project is completed or not. Notwithstanding the foregoing, reports, data and reporting provided to ADOT or the Federal Government including U.S. DOT and the Federal Transit Administration shall be subject to full and unfettered use, publication and republication by such entities/agencies. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the SCMPO shall remain

the property of SCMPO. They are not to be used on other work, and, except this Contract, are to be returned to the SCMPO on request or at the completion of the work.

11. SCMPO Indemnification. The Consultant shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Contract, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

12. Third Parties. SCMPO and Consultant are the only Parties to this Contract, there are no third party beneficiaries to this Contract except for ADOT as regards to indemnification provisions and ADOT and/or the Federal Government and its agencies and departments including the Federal Highway Administration and the Federal Transit Administration and its various agencies, administrations, or divisions regarding their right to receive and review books, records, data and reports and to conduct such investigations as may be appropriate under applicable law and this Contract.

13. Funding and Compliance. SCMPO and Consultant acknowledge that funding to pay Consultant is being provided through ADOT and include federal funds. The Parties acknowledge that this Contract and performance hereunder must comply with all applicable provisions of Federal and State Law and that it will be so interpreted. Consultant is knowledgeable regarding such requirements and specifically agrees to comply with all applicable Federal and State statutes, laws, rules, regulations, ordinances and orders regarding this Contract and Consultant's performance hereunder.

14. Records and Audit Rights. Each Party's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the other Party and by ADOT to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and reproduction by authorized representatives of the other Party, to adequately permit evaluation and verification of the performance and cost of the work, and to conduct and prepare all audits and reports required by law. Representatives of each Party shall be afforded access, at reasonable times and places, to all of the other Party's records and personnel, pursuant to the provisions of this Section, throughout the term of this Contract, and pursuant to A.R.S. 35-214 and the State of Arizona Accounting Manual, sections 0045 and 7035, Consultant and Subconsultant shall retain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.

15. Publications. All reports and maps completed as a part of this Contract, jointly written under this Contract, except copies of such documents made for the exclusive internal use of either party, shall include an acknowledgment on the front cover or a title page, or in the case of maps, in the title block, which identifies the cooperative parties. In addition, in accordance with 23 CFR 420.117(e), all such documents shall contain the following disclaimer statement:

"This report was funded in part through grant[s] from the Federal Highway Administration and/or Federal Transit Administration, U.S. Department of Transportation. The contents of this report reflect the views and opinions of the author(s) who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily state or reflect the official views or policies of the U.S. Department of Transportation, the Arizona Department of Transportation, or any other State or Federal Agency. This report does not constitute a standard, specification or regulation".

16. Non-Discrimination and Civil Rights. Consultant Will Comply with Title VI of the Civil Rights Act of

1964 and Pertinent Non-Discrimination Authorities Set Forth in Appendix H & Appendix I, which are a part of and apply to this Contract.

17. Disadvantaged Business Employees. CONSULTANT will comply with the provisions of Appendix G which are a part of and apply to this Contract.

18. Debarments/Suspension. CONSULTANT will comply with the provisions of Appendix B which are a part of and apply to this Contract.

19. Gratuities. Any person doing business with, or who may do business with SCMPO under this Contract may not make any offer of benefits, gifts, or favors to the SCMPO employees. Failure on the part of the CONSULTANT or SCMPO to adhere to this policy may result in termination of this contract.

20. Conflict and Dispute Resolution Process. The affected parties to this Contract shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for Consultant, its designee and the Executive Director or designee of SCMPO and, should ADOT be involved, the Multimodal Planning Director.

If the conflict remains unresolved and involves ADOT, then the following applies:

The conflict shall be resolved by the following Senior Agency Officials: for ADOT - the Executive Director for Planning and Policy; and for SCMPO - the Executive Director or designee and for Consultant, its designee.

If the conflict continues to remain unresolved and involves ADOT, the conflict shall be resolved by the following Executive Agency Officials: for ADOT - the Agency Director; and for SCMPO – the Executive Director or designee.

If resolution is not accomplished, the parties agree to resolve all disputes through binding arbitration under the Arizona Revised Uniform Arbitration Act and, if ADOT is involved, exhausting applicable administrative review and if required by applicable law, except as may be required by other applicable statutes or regulations (49 C.F.R. 18.43 (5) (b)).

21. Suspension or Termination for Convenience or Cause. SCMP reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of SCMPO without penalty or recourse. Upon receipt of the written notice, the CONSULTANT shall stop all work, as directed in the notice, notify all subconsultants of the effective date of the termination and minimize all further costs to SCMPO. In the event of termination under this paragraph, all documents, data and reports prepared by the CONSULTANT under this Contract shall become the property of and be delivered to SCMPO (or the COG/MPO conducting the study) upon request. The CONSULTANT shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. SCMPO shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

SCMPO shall reimburse the CONSULTANT for those eligible expenses incurred during the Contract period which are directly attributable to the completed portion of the work covered by this Contract, provided that the work has been completed in a manner satisfactory and acceptable to SCMPO. The CONSULTANT shall not incur new obligations for the terminated portion after the effective date of termination.

SCMPO may seek any remedy available at law for recovery of any funds paid to CONSULTANT for any and all amounts for which SCMPO has made payment to the CONSULTANT if such amounts are not directly attributable to the completed portion of the work covered by this Contract or have been paid to the CONSULTANT for work completed after the effective date of the termination.

In addition to the rights reserved in the Contract, SCMPO may terminate the Contract in whole or in part due to the failure of the CONSULTANT to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory

progress in performing the Contract.

22. Indemnification of ADOT. The parties to this contract agree that the State of Arizona, its departments, agencies, boards, commissions and universities shall be indemnified and held harmless by the CONSULTANT and SCMPO for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

To the extent permitted by Arizona law, SCMPO and Consultant and its subconsultants, if any, agree to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Contract, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SCMPO's Consultant or any of the directors, officers, agents, or employees or subconsultants of such Consultant. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Consultant from and against any and all claims. It is agreed that such Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

23. Insurance Requirements. Consultant will maintain the following minimum insurance:

Commercial General Liability (CGL) – Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

1. Policies shall be endorsed, as required by this written Contract, to include SCMPO and the

State of Arizona and the Arizona Department of Transportation as additional insureds with respect to liability arising out of all activities performed by, or on behalf of the CONSULTANT. (Workers Compensation is exempt from this requirement)

2. Policies shall contain a waiver of subrogation endorsement as required by this written Contract in favor of SCMPO and the State of Arizona and the Arizona Department of Transportation for losses arising from work performed by or on behalf of the CONSULTANT.

Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written Contract, the following provisions:

1. The Consultant's policies, as applicable, shall stipulate that the insurance afforded the Consultant shall be primary and that any insurance carried by SCMPO, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2. Insurance provided by the Consultant shall not limit the Consultant's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation. Applicable to all insurance policies required within the Insurance Requirements of this Contract, Consultant's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to SCMPO and the State of Arizona. Within two (2) business days of receipt, Consultant must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to SCMPO and the ADOT and shall be sent by certified mail, emailed, or hand delivered.

Acceptability of Insurers. Consultant's insurance shall be placed with the SSCIP pool or companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

Verification of Coverage. Consultant shall furnish SCMPO and the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Consultant has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by SCMPO and the State before work commences. SCMPO'S or the State's receipt of any certificates of insurance or policy endorsements that do not comply with this written Contract shall not waive or otherwise affect the requirements of this Contract.

2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

3. All certificates required by this Contract shall be sent directly to SCMPO and ADOT. If applicable, the State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subconsultants. Consultant's certificate(s) shall include all subconsultants as insureds under its policies or Consultant shall be responsible for ensuring and/or verifying that all subconsultants have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subconsultant. All coverages for subconsultants shall be subject to the minimum Insurance Requirements identified above.

ADOT reserves the right to require, at any time throughout the life of this contract proof from the Consultant that its subconsultants have the required coverage.

Submissions. All insurance certificates and/or endorsements shall be mailed to SCMPO at the address herein and emailed to ECS3@azdot.gov. The CONSULTANT and its Consultants/subconsultants shall cooperate with ADOT Risk Management as appropriate to assure insurance coverage meets applicable requirements.

24. Copyright and Patent. Indemnification: To the extent permitted by Arizona law including A.R.S. § 41-621 and § 35-154, the CONSULTANT shall indemnify and hold harmless SCMPO and ADOT against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of this Contract performance or use by ADOT of materials furnished or work performed under this Contract. ADOT shall reasonably notify the CONSULTANT of any claim for which it may be liable under this paragraph.

Pursuant to 23 CFR 420.121 (b), ADOT, SCMPO and CONSULTANT may copyright any books, publications, or other copyrightable materials developed in the course of the FHWA planning and research funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Pursuant to 23 CFR 420.121 (i), ADOT, SCMPO and CONSULTANT are subject to the provisions of 37 CFR part 401 governing patents and inventions, and this Contract is subject to 37 CFR 401.14, incorporated herein by this reference, except for §401.14(g) is excluded. Additionally, this Contract and any agreement Consultant may enter into with a subconsultant is subject to the following: Consultant will retain all rights provided for the Consultant in this clause, and SCMPO will not, as part of the consideration for awarding this Contract and applicable Task Order obtain rights in any of Contactor's inventions.

25. Anti-Lobbying. CONSULTANT agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11, 23 CFR 630.112(c)(5), and 49 CFR part 20 and 2 CFR 200.450. The legislation prohibits Federal appropriated funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement. Certification is required to indicate compliance with 49 CFR 20.100(a). Disclosure must be made on Standard Form LLL, found at <https://www.gsa.gov/forms-library/disclosure-lobbying-activities> if any non- appropriated funds are used for such activities described herein. All disclosure statements are to be furnished to ADOT.

The CONSULTANT agrees to complete the Lobbying Certification (Appendix C) and, when appropriate, the Disclosure of Lobbying Activities on Standard Form LLL.

26. Energy Conservation. CONSULTANT is required to comply with mandatory standards and policies, as applicable relating to energy efficiency, which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

27. Environmental Protection. 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, grant or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to FHWA, FTA, and to the U.S. EPA Assistant Administrator Enforcement (EN-329).

28. Drug Free Workplace. CONSULTANT agrees to comply with laws governing a drug and alcohol-free workplace in compliance with the Federal Drug-Free Workplace Act of 1988 and 23 CFR 630.112(c)(3).

29. Transparency Act. CONSULTANT warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, and in the method specified by ADOT, the CONSULTANT will provide SCMPO information that is requested by ADOT to enable ADOT to comply with the requirements of the Act, as may be applicable.

30. Incorporation of Federal Terms. All contractual provisions of 2 CFR 200 et seq. and those required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement between the State and FTA apply to each Project funded by the Arizona Department of Transportation using FTA funds. Any requirements of the Stewardship Agreement between the State and FHWA apply to each Project funded by the Arizona Department of Transportation using FHWA funds. This provision shall be incorporated in any subcontractor/consultant, or lower-tier agreement for which funds from this contract shall be used for payment.

Additionally, CONSULTANT agrees to abide by:

- a. **Applicable Terms and Conditions:** Pursuant to 2 CFR 200.327, the Contractor's contracts with its sub-contractors shall include all the terms and conditions of 2 CFR 200 Appendix II, and additionally, those of this Contract. Each sub-contractor must agree to comply with all the terms and conditions to be awarded.

The Contractor certifies that it shall communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Contract are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Contract."

- b. **Administrative, contractual, or legal remedies for violation or breach of contract terms:** Pursuant to 2 CFR 200, Subpart F, Appendix II; 41 USC 1908, for contracts in excess of the simplified acquisition threshold in 41 USC 134 (currently \$250,000), failure by the Contractor to carry out the requirements of the Contract, especially in compliance with the Federal terms and conditions and programmatic requirements, represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Issuer, with the funding agency'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.

Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Issuer may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it."

- c. **Domestic Preference:** Pursuant to 2 CFR Part 200, Subpart F, Appendix II (L) and 2 CFR 200.32, as appropriate and to the extent consistent with law, the Contractor and its sub-contractors should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."
- d. **Rights to Inventions Made by Nonprofits and Small Business Firms:** Pursuant to 2 CFR 200 Appendix II (F) Rights to Inventions Made Under a Contract or Agreement. The funding provided for this Contract meets the definition of "funding agreement" under 37 CFR §401.2 (a) the Issuer of this Contract must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- e. **Conflict of Interest:** The Contractor and their sub-contractors shall not enter into any contract, subcontract, or arrangement in connection with the project, in which a member, officer, or employee, during tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the Issuer of the Contract, who must further report this to its funding agency, and may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the Contractor or the locality relating to such contract, subcontract, or arrangement. The Contractor must disclose any such interest to the Issuer within five business days of receipt of disclosure.

The contractor shall insert in all contracts entered into in connection with the project, and shall require its contractors to insert in each of their subcontracts the following provision:

“No member, officer, or employee of the firm either during tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.”

Pursuant to 2 CFR 200.112 and 2 CFR 1201.112, the Contractor shall disclose in writing any potential conflict of interest to the Issuer; this requirement is passed to the Contractor's sub-contractors. The issuer shall inform the funding agency who shall inform the Federal awarding agency in accordance with applicable Federal awarding agency policy. ”

- f. **Equipment Use, Management, and Disposal:** Pursuant to 2 CFR 1201.313 the Contractor shall follow State of Arizona rules with respect to the use, management and disposal of equipment acquired under this contract.
- g. **Procurement of recovered materials:** Pursuant to 2 CFR Part 200, Subpart F, Appendix II (J) and 2 CFR 200.323, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- h. **Certification of Eligibility of Costs:** Pursuant to 2 CFR 200.402 - .414, 2 CFR 200.420 - .475, and 2 CFR 200.415, the Contractor shall assure that costs invoiced are consistent and eligible for federally funded projects.

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment must include a certification, signed by an official who is authorized to legally bind the Contractor which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may

subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- i. **Telecommunications and Video Surveillance Services or Equipment:** Pursuant to 2 CFR Part 200, Subpart F, Appendix II (K) and 2 CFR 200.216 the Contractor shall not procure or obtain, or extend or renew a contract to procure or obtain, or procure or obtain equipment, services, or systems that uses covered telecommunication equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as described in Public Law 115-232, section 889.

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country."

- j. **FTA Funding: Certifications and Assurances:** In the event there is FTA funding for work under this Contract, on an annual basis, the Contractor must agree to comply with all categories of the FTA Certifications and Assurances applicable to the Contract. The FTA Certifications and Assurances will be provided to the Contractor under separate packet as they are released by FTA. Continuation of this Contract shall be contingent on completion and submission of that packet within the deadline expressed at time of distribution. The FTA Certifications and Assurances, as modified and accepted each year shall be considered incorporated into this Contract by reference.

The Parties understand and agree that not every provision of the Certifications and Assurances will apply to every Project. The type of Project will determine which Certifications and Assurances apply.

The Contractor also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply.

The Contractor is ultimately responsible for compliance with the Certifications and Assurances that apply to itself or its Project, even if a Sub-contractor or other Third-Party Participant may be involved in your Project, except as FTA determines otherwise in writing. For this reason, we require the Contractor to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Sub-contractor and other Third-Party Participant to assure the validity of applicable Certifications and Assurances.

Completion and Signing of an FTA Certification and Assurances document is a requirement and a condition to receive FTA funding for any project and does not relieve the contractor of any obligation of other certifications or assurances required in any contracting process and should be treated as an addition to such certifications and assurances.

- k. **Compliance with Funding Agency Requirements:** Pursuant to 2 CFR 200.336, 2 CFR 200.337, and 2 CFR 200.339, upon request, the Contractor shall provide information or reports to

assist in adherence to relevant requirements from the agreements between ADOT, its sub-recipient, and the agencies of the US Department of Transportation. If ADOT, or the federal funding agency finds that the work performed fails to comply with any requirement (e.g., work elements or tasks are not conducted in accordance with approved scope, or work elements or tasks are found to be inconsistent with federal or state regulations or guidelines, or products/services were incorrectly procured), ADOT, or the federal funding agency may use the enforcement actions contained in 2 CFR 200.208 and then 2 CFR 200.339 to remedy the situation and any other appropriate remedies available at law.

31. General Provisions.

a. **ENTIRE CONTRACT.** This Contract constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

b. **MONITORING ACTIVITIES.** Pursuant to 2 CFR 200.329, the project/work in this solicitation/contract is funded with federal funds through the Arizona Department of Transportation, Multimodal Planning Division (ADOT). In accordance with 2 CFR 200.329, ADOT shall monitor all activities performed by its staff or by sub-recipients of U.S. Department of Transportation funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met. The Contractor and its sub-contractors shall fully cooperate with such monitoring as requested.

c. **ARIZONA LAW.** This Contract shall be governed and interpreted according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in the funding Agreement between the State of Arizona and are incorporated by reference as a part of this Contract.

d. **MODIFICATION.** Except as otherwise specifically provided in this Contract, any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after written approval of all Parties.

e. **ATTORNEY'S FEES.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default of this Contract, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, as determined by the arbitrator or court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment.

f. **NOTICES.** All notices, requests, authorizations, approvals, consents and other such communications shall be in writing and shall be given and received as follows: in person (received or delivery), by overnight delivery by Federal Express or UPS (freight prepaid) (received signed for); by certified or registered mail, return receipt requested (received 2 business days after posting); or by email, facsimile and regular mail, postage prepaid (received when so mailed and transmitted) to the address set forth on the signature page or to such other address as a party hereafter provides notice of.

g. **COUNTERPARTS.** This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

h. **CAPTIONS.** The captions used in this Contract are solely for the convenience of the Parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

i. **SEVERABILITY.** If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

j. **AUTHORITY.** Each Party hereby warrants and represents that it has full power and

authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each Party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

32. Miscellaneous Provisions.

a. SCMPO and CONSULTANT shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Contract. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract shall be deemed inserted, whether or not such provisions appear in this Contract. SCMPO shall endeavor to ensure the CONSULTANT is notified and made aware of such applicable laws and procedures.

b. This Contract may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest.

c. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the Party to the extent that such information is confidential by law.

d. Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the contracting agency, the Arizona Department of Transportation or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

e. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subconsultants warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subconsultants shall be deemed a material breach of the Contract and may result in the termination of the Contract by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subconsultants' employees who work on the Contract to ensure that the Parties or its subconsultants are complying with the above-mentioned warranty.

f. Any contract awarded to accomplish this project establishes a Contractor relationship, as defined by 2 CFR §200.331, with the Sun Corridor MPO, and shall not establish a Subrecipient relationship and the disbursement of Federal program funds casts the party receiving the funds in the role of a Contractor. This project is funded under Assistance Listing Number 20.205 Highway Planning and Construction, FHWA 80%. All terms and conditions required for Consultants/Subconsultants of federal recipients under this funding source and according to 2 CFR §200 et seq. shall apply.

DISCOVERY OR ADMISSION INTO EVIDENCE: The Consultant is herein notified of 23 USC §409. The Consultant shall include the notice in each Subconsultant agreement wherein the scope includes relative completion or submission of reports, surveys, schedules, lists, or data compilation or collection.

Pursuant to 23 USC §409: Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or rail-way-highway crossings, pursuant to

Exhibit "B"

Travel Policy

Effective July 1, 2025

**Approved on June 5, 2025, by the:
Sun Corridor Metropolitan Planning Organization
Technical Advisory Committee**

**Approved on June 10, 2025, by the:
Sun Corridor Metropolitan Planning Organization
Executive Board
Amendment 1 – 11/18/2025**

Table of Contents

1. PURPOSE	56
2. SCOPE.....	56
3. TRAVEL ELIGIBILITY	56
General Per Diem Guidelines	58
Full Day & Partial Day Per Diem	58
Airfare 59	
Ground Transportation	59
Mileage Reimbursement.....	59
Meals 60	
Lodging 61	
Incidentals	61
Conference Registration Fees	61
Telephone and Internet	61
International Travel	61
4. NON-ELIGIBLE TRAVEL COSTS.....	62
5. AUTHORIZATION & APPROVAL.....	7
Pre-Approval	62
Exception Requests	62
Review and Post-Travel Approval.....	63
6. TRAVEL ADVANCES.....	63
7. TRAVEL REIMBURSEMENT PROCEDURES.....	64
Reimbursement Processing.....	64
Compliance.....	64
8. TRAVEL RESTRICTIONS.....	64
9. ACCOUNTABILITY & AUDITING	65
Monitoring	65
Audits 65	
10. POLICY VIOLATIONS	65
11. POLICY UPDATES.....	65
12. CONCLUSION	65

1. Purpose

This travel policy establishes the guidelines for the use of regional, state, and federal funds for all travel related expenses by employees, board members, committee members, designated alternatives, consultants, and contractors of the ***Sun Corridor Metropolitan Planning Organization (SCMPO)***. It ensures compliance with applicable federal regulations and promotes transparency, accountability, and the responsible use of federal resources.

2. Scope

This policy applies to all individuals who incur travel expenses while performing MPO-related activities that are funded by regional, state, and federal sources; including employees, board members, committee members, or their designated alternatives, consultants, and contractors engaged in MPO business. This policy applies to U.S. domestic travel only. All travel expenses submitted should be included in the approved SCMPO Unified Planning Work Program (UPWP).

Elected officials: “Notwithstanding the provisions of 2 CFR 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal agency or pass-through entity when they are specifically related to the Federal award.” In the case of SCMPO Board Members, the federally approved Unified Planning Work Program (UPWP) and transportation-related activities listed within, that require travel, serve as the formal written approval.

The MPO will, when feasible, provide registration support to member jurisdictions for Board and TAC members, or their designated alternates, to attend relevant in-state conferences. Full support for overnight travel is provided to SCMPO staff to attend relevant in and out of state meetings and conferences. Substitutions for Board or TAC members of a proxy from their member jurisdiction elected officials or staff, may be provided upon request and approval of the SCMPO Executive Director, or their designee.

SCMPO Staff, Board Members, TAC members, or their designated alternative may attend, within reason and pending budget availability, any or all Federal, State, COG/MPO, National, Local Non-Profit, or Local Government agency hosted meetings, training, conferences, review panels, or technical presentations that relate to transportation or planning activities (e.g., FHWA, FTA, ADOT, COG/MPOs, AASHTO, AzTA, RTAC, ACEC, AGC, AMPO, NARC, ITE, APA, WTS, Friends of Transit, SWTA, APTA, CTAA, Association of Mobility Managers, Mpact Transit + Community, etc.).

3. Travel ELIGIBILITY

1. Travel and related costs refer to the expenses incurred by individuals when in travel status for official MPO business (both in-state and out-of-state). These expenses are necessary for

the successful completion of projects, participation in professional conferences, meetings, training, collaborating with partner agencies, and workshops, and/or other MPO-related planning functions.

- a. **Official Business:** Official business refers to any travel or activity conducted by an employee, board member, committee member, their designated alternatives, consultants, and contractors that is directly related to the performance, duties, or responsibilities, in relation to the SCMPO planning activities. This includes, but is not limited to, attendance at meetings, conferences, training, or other tasks requiring travel away from the official station.
- b. **Official Workstation:** The geographic area surrounding a traveler's regular place of work, city or town, or specific address where they are permanently assigned to work.
- c. **In-State:** Travel that occurs within the same state as the traveler's official workstation.
- d. **Out-of-State:** Travel that occurs outside the state where the traveler's official workstation is located but still within the United States and its territories.
 - Travel on official out-of-state business that is within one hundred (100) miles of the Arizona border will be considered in-state (e.g. Mexico and Canada).
- e. **International:** Travel that occurs outside the United States, including U.S. territories and possessions.
- f. **Travel Status:** To be in "travel status", a traveler must travel 50 miles or more from both the place of residence and from their official workstation.
- g. **Distance & Duration Requirements:**
 - **Meals, Lodging, and Incidentals Reimbursement: Distance:** To be eligible for reimbursement, expenses must be for a traveler in travel status fifty (50) miles or more from the traveler's residence and official workstation (*41 CFR 300*)
 - **Duration:**
 - **Six (6) hours or more but less than twenty-four (24) hours** - Travelers must be in travel status for a minimum of **six (6) hours** to be eligible for 75 percent of the applicable M&IE rate for each calendar day you are in a travel status (SAAM 50-25).
 - **Twenty-four (24) hours or more, on**
 - ✓ **Day of departure** - 75 percent of the applicable M&IE rate.
 - ✓ **Full days of travel** - 100 percent of the applicable M&IE rate.
 - ✓ **The last day of travel** - 75 percent of the applicable M&IE rate.
 - **Mileage Reimbursement:**
 - **Distance Over 50 Miles:** Mileage reimbursement will be calculated based on the most direct and efficient route available between the employee's official workstation and place of residence, and must be 50 miles or more, in accordance with 41 CFR 300.

- **Distance Under 50 Miles:** Mileage under 50 miles for official travel may be reimbursed as a “**business expense**” if the Mileage is associated with a specific project or work element in the current COG/MPO Work Program or UPWP (Per SAAM 5015 – Section 3 (POVs))
 - **Duration:** There is not a minimum duration requirement for mileage reimbursement, as long as a traveler is in travel status they are eligible for reimbursement, given they meet the minimum distance requirement listed above.
2. Costs incurred by employees, members, or their designated alternatives, and contractors for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed in its regular operations.
 3. In accordance with the Grant Agreement between ADOT and SCMPO, the SCMPO Work Program will include a high-level summary of anticipated travel that aligns with the planned work activities / planning responsibilities of the MPO. Any travel by an individual or by group event activity of \$5,000 or more and not already approved in the UPWP must receive approval from the ADOT Regional Planner, federal funding agency, and require a UPWP Amendment. Note: "reasonableness of cost" (2 CFR 200.407).

General Per Diem Guidelines

Travelers will be reimbursed for meals, lodging, airfare, transportation, fees, services, and incidental expenses based on the federal per diem rates, as published by the U.S. General Services Administration (GSA). These rates vary by location, and travelers must consult the GSA website to determine the applicable full day and/or partial day per diem rate for their destination.

GSA Per-Diem Website Link: <https://www.gsa.gov/travel/plan-book/per-diem-rates?gsaredirect=perdiem> and per-diem files <https://www.gsa.gov/travel/plan-a-trip/per-diem-rates/per-diem-files>

GSA Trip Calculator Tool: <https://www.gsa.gov/travel#tab--perdiem-tab> – Note the tabs at the top of the calculator tool to aid in various rate calculations (Per-Deim, Airfare, Mileage, and Lodging)

***All Travelers MUST include a GSA travel report printout using the calculators/reports listed above for each travel reimbursement request.**

Full Day & Partial Day Per Diem

- **Full Day:** If traveler is away from their official workstation for an entire **twenty-four (24) hour period**, then expenses (meals, lodging, incidentals, etc.) qualify for the full per diem rates; This only applies to intermediate days during a trip, not the first or last travel days of a trip.

- **Partial Day:** Travelers must be in travel status for a minimum of **six (6) hours** or more for partial day per diem eligibility (*this does not apply to mileage reimbursement*) (SAAM 50-25). If the trip is for less than a full 24-hour day, the per diem will be adjusted based on the number of hours spent in travel status, consistent with GSA’s guidelines (75% of the full-day rate). [FTR 301-11.101](#)

Airfare

The cost of transportation to and from the destination, typically via “commercial air travel”, is eligible for reimbursement. Only economy class tickets are reimbursed, and any upgrades or additional services (e.g., seat selection, priority boarding, additional baggage) must be justified and pre-approved. Expenses not approved, justified or constitute as an upgrade, will be covered at personal cost to the traveler.

Commercial air travel:

- Airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would:
 - Require circuitous routing;
 - Require travel during unreasonable hours;
 - Excessively prolong travel;
 - Result in additional costs that would offset the transportation savings; or
 - Offer accommodations not reasonably adequate for the traveler’s medical needs. The traveler and SCMPO must justify and document these conditions on a case-by-case basis for the use of first-class or business-class airfare to be allowable in such cases.
- If the customary standard airfare or other discount airfare is unavailable for specific trips, the traveler must demonstrate that such airfare was not available in the specific case.

Ground Transportation

This includes the cost of public transportation, taxis, shuttle services (e.g. Uber, Lyft, etc.), and rental cars. The MPO encourages the use of economical modes of transportation.

Reimbursement will be based on actual costs, including parking fees, tolls, or fuel charges when using a personal or rental vehicle for MPO-related travel.

Mileage Reimbursement

If a personal vehicle is used for MPO-related travel, mileage will be reimbursed at the **IRS standard mileage rate** in effect at the time of travel. The reimbursement rate covers the cost of operating a personal vehicle, including fuel, insurance, wear-and-tear, and maintenance.

Travelers cannot claim both fuel cost and mileage for reimbursement; mileage only will be reimbursed.

- Mileage Reimbursement for under 50 Miles: Per SAAM 5015 – Section 3 (POVs), mileage under 50 miles for official travel may be reimbursed as a **“business expense”** if:

- Mileage is associated with a specific project or work element in the current COG/MPO Work Program or UPWP.
- Costs meet the criteria to be allowable under Federal awards per 2 CFR 200.403.
- As with all program expenses, payments for mileage will be reimbursement of payments made to employees for use of a personally owned vehicle (POV) or for expenses incurred in a fleet vehicle.
- The reimbursement is for use of a personally owned vehicle (POV) and/or a fleet vehicle. It does not pertain to a contract rental vehicle.
- Mileage cannot be part of a Travel event - It **does not include** lodging, meals, or incidentals.
- The calculation **does not include** commuting miles (i.e., travel between home and regular duty station). The calculation **only includes** miles between the duty post and other temporary duty posts.
- If business POV and/or fleet vehicle mileage is already included in your **Indirect Cost Allocation Plan (ICAP)**, it **cannot** be reimbursed separately.
- **Mileage Reimbursement 50 miles or more:** Mileage reimbursement will be calculated based on the most direct and efficient route available between the employee's official workstation or place of residence and the destination, and must be 50 miles or more, in accordance with 41 CFR 300.
- **Mileage Tracking:** Travelers must track the number of miles driven for MPO-related business and submit a Google Map detailing the mileage with their travel reimbursement request. The map must include the beginning and ending destination addresses of the trip. Required Documentation includes:
 - Date(s) and time(s) of Trip (departure and arrival)
 - Purpose of trip and the related project/work element from the Work Program/UPWP (need to provide supporting documentation)
 - Detail Trip origin(s), destination(s), and route(s) taken, as well as mileage using support from one of the methods below:
 - Map apps like Map Quest, Google Maps, or Waze are the preferred method and can be used to show not only mileage, but also destinations and routes
 - Daily business mileage calculations using vehicle's odometer reading to calculate mileage
- **Tolls and Parking:** Tolls, parking, and other vehicle-related expenses incurred while using a personal or rental vehicle for MPO business will be reimbursed at the actual cost. Receipts must be submitted for these expenses.

Meals

Travelers will be reimbursed for meals based on the federal per diem rates as established by the GSA. The per diem includes breakfast, lunch, and dinner. Reimbursement for meals is only allowed when meals are not provided as part of the event or meeting.

If meals are provided at a conference, meeting, or event, per diem reimbursement will be reduced to exclude those meals. For example, if a conference provides lunch, the traveler must subtract the lunch per diem for that day from their reimbursement request. ***Travelers need to deduct meals furnished by the government or included in a registration/conference fee from their M&IE allowance consistent with Federal Travel Regulation [301-11.18](#).***

If a traveler can't eat a provided meal because of a dietary restriction and buys another meal, the traveler may be reimbursed the per diem for that meal. The traveler must note "dietary restriction" in their reimbursement request.

A complimentary meal provided by a hotel or airline doesn't need to be subtracted from the meal total. For example, if a hotel provides a continental breakfast, the traveler may be reimbursed for the breakfast per diem for that day. ***Meals provided by a common carrier or a complimentary meal provided by a hotel/motel do not affect per diem ([301-11.17](#)).***

Lodging

Hotel accommodation should be reasonable and in line with the GSA-approved lodging rates for the specific destination of the travel. Lodging should be selected to balance comfort, proximity to the event or meeting, and cost-effectiveness. Travelers must submit itemized receipts for lodging.

- **Conference Hotels:** Travelers may stay at a conference hotel above the GSA per-diem rate if the rate is documented in the supporting documentation.

Incidentals

Incidental expenses such as tips, fees for luggage handling, or other minor expenditures are covered under the per diem allowances for travel. For lodging, this includes taxes and service fees directly associated with the room rate.

Conference Registration Fees

Fees for official conferences, workshops, seminars, or professional development events relevant to MPO activities are eligible for reimbursement. These fees must be pre-approved in the UPWP and directly related to the travel purpose. Documentation is required for reimbursement purposes.

Telephone and Internet

Reasonable charges for telephone calls, internet access, and other communication services required for official MPO business will be reimbursed. Personal use of these services is not reimbursable.

International Travel

For international travel, the U.S. Department of State provides specific per diem rates for each country, which must be followed in lieu of GSA rates. Pre-approval from the SCMPO Board Chair, Executive Director, State Regional Planner, and Federal Funding Authority is required for all international travel.

4. non-eligible travel costs

The following expenses are not eligible for reimbursement under this policy

- Alcoholic Beverages
- Personal Expenses or Items not related to official MPO business
- Entertainment, including movies, games, or other recreational activities
- Travel Insurance
 - (Unless specifically required for travel, makes economic sense, or other exceptional circumstances)
- Dependents - Expenses incurred for family members or individuals not associated with MPO business
- Laundry and/or Dry-Cleaning Services
- Personal vehicle repairs or maintenance beyond mileage reimbursement
- Gasoline when claiming mileage reimbursement

5. Authorization & approval

Pre-Approval

All travel must be pre-approved by the MPO Executive Director. Travelers must submit the following before booking any travel:

- **Travel Request & Authorization Form:** The travel authorization form (Attachment A) should detail the purpose of the trip, travel dates, estimated expenses, and the federal grant funding source.
- **GSA Per Diem Printout:** All travelers must include a GSA travel report printout using the calculators/reports listed above for each travel reimbursement request. Use the GSA Trip Tool for this printout: <https://www.gsa.gov/travel#tab--perdiem-tab>
- **Conference / Event / Meeting Agenda:** All travelers must include an agenda for the conference / meeting / event that includes location, date, and times.
- **Google Map:** A Google Map detailing the route taken and the starting location and final location of the trip, and the estimated mileage.

Exception Requests

Any requests for exceptions to the travel policy must be submitted in writing to the MPO and approved by the MPO Executive Director or designee before travel occurs.

The following are common travel exceptions and the requirements:

1. Out-of-State Travel

- **Pre-Approval Needed From:** Executive Director or designee, State Regional Planner, Federal Funding Authority, and a UPWP Amendment if not already approved in the UPWP.
- **Supporting Documentation:**
 - Justification email (purpose and benefit to MPO)
 - Conference/meeting agenda

- Estimated cost breakdown (transportation, lodging, meals, registration)

2. Travel Exceeding Standard Per Diem Rates

- Pre-Approval Needed From: Executive Director or designee
- Supporting Documentation:
 - Justification for exceeding GSA per diem rates
 - Hotel rate comparisons or conference rate justification

3. Travel exceeding a \$5,000 threshold

- Pre-Approval Needed From: Executive Director or designee, State Regional Planner, Federal Funding Authority, and a UPWP Amendment if not already approved in the UPWP.
- Supporting Documentation:
 - Conference/meeting agenda
 - Estimated cost breakdown (transportation, lodging, meals, registration)

4. Travel Combining Business and Personal Time

- Pre-Approval Needed From: Executive Director or designee
- Supporting Documentation:
 - Travel itinerary clearly distinguishing business vs. personal dates
 - Reimbursement request only for the business portion
 - Cost comparison as if travel was for business only

5. Use of Personal Vehicle

- Pre-Approval Needed From: Executive Director or designee

6. Last-Minute or Retroactive Travel Authorization

- Pre-Approval Needed From: Executive Director or designee
- Supporting Documentation:
 - Explanation for urgency or delay
 - Travel itinerary and receipts

7. Non-Employee Travelers (Consultants, Board Members, etc.)

- Pre-Approval Needed From: Executive Director or designee
- Supporting Documentation:
 - Justification for travel
 - Travel Authorization Form

Review and Post-Travel Approval

Upon return/completion of travel, the traveler will update the travel authorization form to include actual expenses incurred while in travel status and provide all supporting documentation to the SCMPO. Approval or denial of eligible or ineligible expenses will be communicated to the traveler within 30 days of receiving the finalized Travelers Expense Packet, see section 7 “travel reimbursement procedures” for further details.

6. TRAVEL ADVANCES

Advanced funding for travel expenses is not permitted. However, travelers will have direct access or access through MPO staff to use company purchase cards to cover upfront travel costs, including event registration, lodging, airfare, and other upfront travel-related expenses.

7. TRAVEL REIMBURSEMENT PROCEDURES

Supporting Documentation Requirements

Travelers must submit original itemized receipts for all reimbursable expenses within 30 days of returning from the trip. Receipts must clearly show the date, location, and details of all travel expenses.

Exception: Per, *41 CFR 301-52.4*, it is not necessary to save individual meal receipts if the cost does not exceed the \$75 threshold (per incident).

Contractor Invoices: Must include a breakdown of travel costs and backup documentation compliant with federal, state, and SCMPO travel policies.

Expense Reports

Travelers must complete and submit a ***Travelers Expense Packet***, which includes:

- Travel Reimbursement Form (Attachment B)
- Approved Travel Request & Authorization Form (Attachment A)
- Detailed breakdown of all expenses, and attach backup itemized receipts
- Maps
- GSA Per Diem Rate Printout
- Conference/Event/Meeting Agenda

Reimbursement Processing

Travelers may not request direct reimbursement of travel costs from Federal or State funding agencies; costs must be submitted **monthly** through the SCMPO fiscal agent accounting software Munis for reimbursement. SCMPO will submit an ADOT reimbursement request for all federally eligible travel costs.

Compliance

All travel expenditures must comply with federal guidelines, specifically *2 CFR Part 200 and federal per diem rates, as published by the U.S. General Services Administration (GSA)*. Receipts must be retained for six (6) years.

8. TRAVEL RESTRICTIONS

Travel During Emergencies or Federal Government Shutdown

In times of declared emergencies or federal government shutdowns, MPO travel may be suspended or restricted. Essential travel will be reviewed and approved on a case-by-case basis.

Vehicular Accident (Crash)

In the event you are involved in a vehicle accident during MPO business, contact the MPO Executive Director, staff, or representative to report the accident as soon as possible. Follow the procedures outlined in the MPO Standard Operating Manual.

9. ACCOUNTABILITY & AUDITING

Monitoring

Travel expenditures will be reviewed by the SCMPO's Executive Director prior to requesting reimbursement through the SCMPO fiscal agent accounting software Munis.

Audits

Travel records and reimbursements may be subject to audit by federal and state agencies, or third-party auditors to ensure compliance with federal/state requirements and proper use of federal funds. Receipts must be retained for six (6) years.

10. POLICY VIOLATIONS

Any violations of this policy, including misuse of funds, failure to comply with reimbursement procedures, or failure to attend the scheduled event(s) may result in disciplinary action. This could include the requirement to repay improperly claimed funds, suspension of travel privileges, or termination of employment or contracts.

11. POLICY UPDATES

This travel policy will be reviewed annually and updated as necessary to remain in compliance with federal regulations, changes in funding sources, or organizational needs. Any updates or changes will be communicated to all SCMPO employees, board members, committee members, consultants, and contractors.

12. CONCLUSION

The MPO is committed to the responsible, efficient, and transparent use of federal funds. This policy provides clear guidance on travel-related expenses, ensures compliance with federal regulations, and promotes sound fiscal practices for all travel funded through regional, state, and federal sources.