



REQUEST FOR PROPOSALS  
FOR  
CONSULTING SERVICES  
FOR THE  
**CASA GRANDE TRANSIT DEVELOPMENT PLAN**

**Issued:**

June 15, 2016

**Request for Proposals Due:**

**July 14, 2016 at 2:00 PM**

Sun Corridor Metropolitan Planning Organization  
211 North Florence Street, Suite 103  
Casa Grande, AZ 85122  
520-705-5143 | [www.scmpo.org](http://www.scmpo.org)

Irene Higgs, Acting Executive Director  
[ihiggs@scmpo.org](mailto:ihiggs@scmpo.org)



## TABLE OF CONTENTS

1.	NOTIFICATION.....	3
2.	SUN CORRIDOR MPO BACKGROUND INFORMATION .....	4
3.	INTRODUCTION.....	6
4.	PROJECT DESCRIPTION .....	8
5.	SUN CORRIDOR MPO AREA TRANSIT SERVICE PROVIDERS .....	11
6.	SCOPE OF WORK .....	12
7.	DBE GOAL (COMMITMENT AND DOCUMENTATION) .....	21
8.	DOCUMENTATION OF CONSULTANT PROGRESS.....	21
9.	COMPENSATION.....	22
10.	GUIDELINES FOR RFP SUBMITTALS.....	22
11.	PROPOSAL CONTENT .....	23
12.	GENERAL PROVISIONS .....	26
13.	PROPOSAL EVALUATION CRITERIA.....	26
14.	INTERVIEW EVALUATION CRITERIA.....	27
15.	PROCUREMENT TIMELINE .....	28
16.	QUESTIONS CONCERNING THE RFP .....	29
17.	FEDERAL THIRD PARTY AGREEMENTS .....	30
18.	CERTIFICATION FORMS .....	34
19.	ASSURANCES .....	38
	Appendix A – Professional Service Contracts - With No DBE Goal .....	45



## 1. NOTIFICATION

Release Date: June 15, 2016

Closing Date: July 14, 2016

The Sun Corridor Metropolitan Planning Organization (MPO) invites qualified firms or individuals to submit proposals to provide consulting services for the preparation of the **Casa Grande Transit Development Plan** (Transit Plan) to the designated managing agency, the Sun Corridor MPO.

Proposals will be received until **2:00 PM** on Thursday, **July 14, 2016**, at the offices of the Sun Corridor MPO located at 211 North Florence Street, Suite 103, Casa Grande, AZ 85122.

Any proposal received after **2:00 PM** on the above date will be returned unopened. The Sun Corridor MPO reserves the right to reject any and all proposals and assumes no liability for the costs of preparing a response to this request.

Please note on the outside of the proposal envelope:

### **Proposal for Casa Grande Transit Development Plan**

The outside of the proposal envelope shall also indicate the name and address of respondent and shall be addressed to the Sun Corridor MPO at the aforementioned address.

Issued by:

A handwritten signature in blue ink that reads "Irene Higgs". The signature is written in a cursive, flowing style.

Date: June 15, 2016

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



## 2. SUN CORRIDOR MPO BACKGROUND INFORMATION

As a result of the 2010 Census, the City of Casa Grande's population reached 50,000 and was designated a 'small urban area' by federal mandate. In 2013, the Sun Corridor was formed to provide transportation planning services for the designated planning region. The Sun Corridor MPO encompasses a total land area of 1,115 square miles (see the Sun Corridor MPO Planning Boundary Map on the next page). The Sun Corridor MPO provides transportation planning services to the cities of Casa Grande, Coolidge, Eloy, and small urban and rural portions of Pinal County. The population of the Sun Corridor MPO is approximately 119,332.

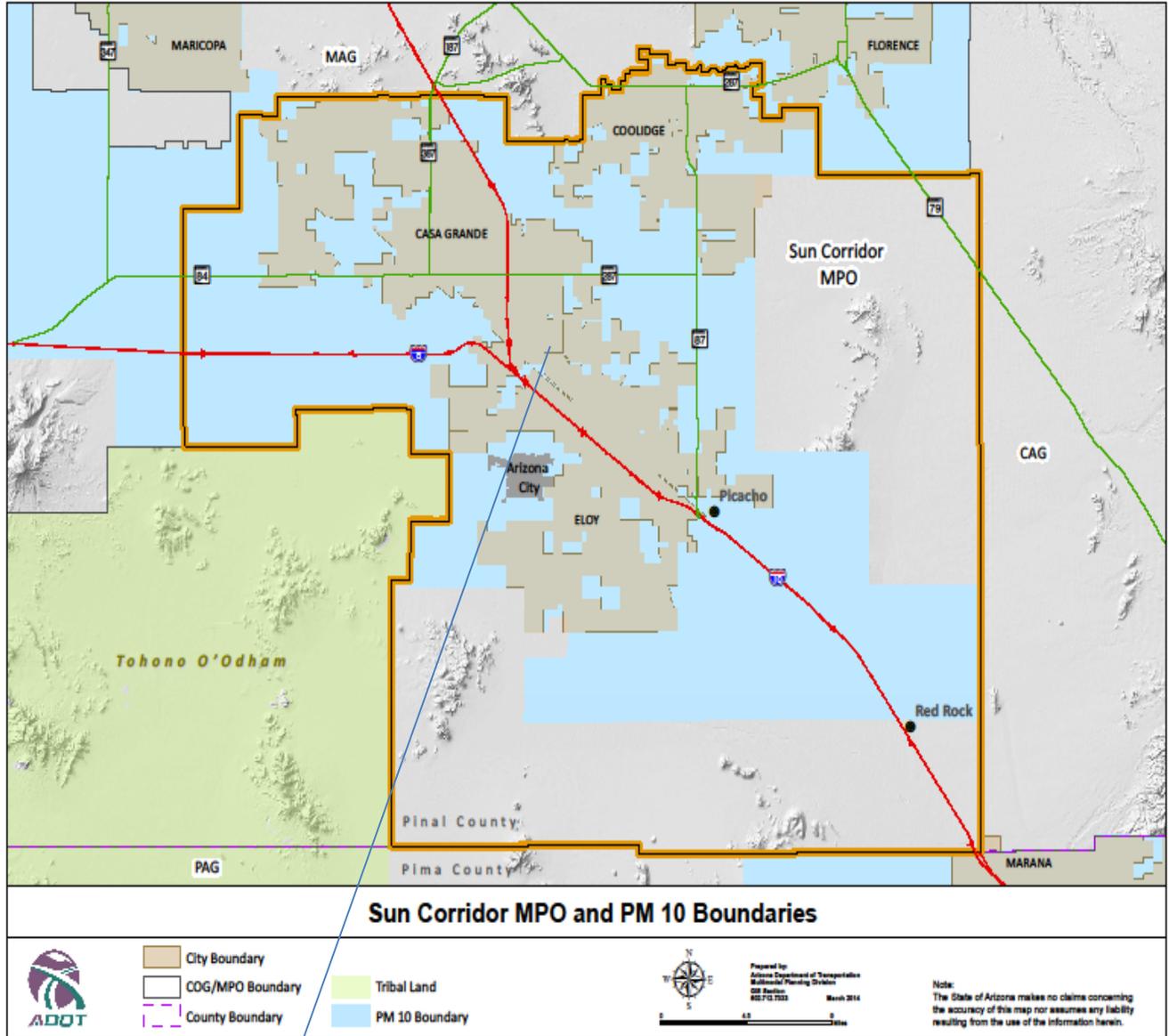
The Sun Corridor MPO has just completed their first Regional Transportation Plan, a Strategic Transportation Safety Plan is under development and now intends on developing a Transit Development Plan for Casa Grande. Combined, these plans help determine the needs and priority projects to be implemented within the Sun Corridor MPO planning boundaries.

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

The transit activities within the Sun Corridor MPO consist of:

- Two (2) Rural Public Transportation Program (5311/5311(f)) in the City of Coolidge – CART and Cotton Express
- Nine (9) identified Enhanced Mobility of Seniors and Individuals with Disabilities (5310) programs.
- Currently, the Central Arizona Governments (CAG) will be providing the FTA/ADOT required Mobility Management and Coordination activities for the Sun Corridor MPO, which is detailed in the Joint Project Agreement (JPA) between CAG and the Sun Corridor MPO.

## SCMPO PLANNING BOUNDARY MAP



The Sun Corridor MPO provides transportation planning services to the cities of Casa Grande, Coolidge, Eloy, and small urban and rural portions of Pinal County.

The Sun Corridor MPO encompasses 1,115 square miles, and has an estimated population of 119,332.



### 3. INTRODUCTION

The City of Casa Grande occupies the predominant portion of an area designed as an Urbanized Area (UZA) by the Bureau of the Census following the 2010 census. This urbanized area qualifies for Federal Transit Administration (FTA) formula funding in support of public transportation.

The Sun Corridor MPO was formed in 2013, and started operations in February 2014. The boundaries include the cities of Casa Grande, Coolidge, Eloy, and a portion of Pinal County. The Sun Corridor MPO encompasses 1,115 square miles, and has an estimated population of nearly 120,000.

The Sun Corridor MPO requested and was awarded FTA Section 5304 planning funds to conduct a transit development study and prepare a transit development plan for the City of Casa Grande. A previous transit planning study was completed in 2008 and will be used as foundational basis for the proposed Casa Grande Transit Development Plan. The precedent study shall be expanded upon to study the potential for and viability of a transit system that can meet the transit demands of the current development of the City of Casa Grande and provide for future regional connectivity. The transit plan study efforts will also include an innovative public outreach and involvement program that includes the general public, businesses, interest groups, and involved government agencies.

The City of Casa Grande is located 45 miles south of Phoenix and 70 miles northwest of Tucson. Due to its strategic location at the junction of Interstates 8 and 10, and along the planned future I-11 corridor and the Union Pacific Railway transcontinental corridor, the City of Casa Grande has become a full-service urbanized area with manufacturing, retail trade, factory outlet shopping, government, and tourism-related employment. Spurred by affordable land, available water, public utilities, and one day or less access to many other major metropolitan markets of the Southwest, Casa Grande is experiencing growth of industrial, agricultural, warehousing, commercial, and service activity centers, in addition to housing. New jobs are being developed at a significant rapid rate.

The population of the City of Casa Grande is approximately 51,744. Projected population at “build-out” for the City is 900,000. In short, Casa Grande is evolving towards becoming a major metropolitan area in the center of the Sun Corridor ‘megapolitan’ area, with all the accompanying challenges to area mobility and need for additional multimodal transportation infrastructure.

The proposed study area is an approximately 19-square mile area within the City of Casa Grande:



- Bounded by Burris Road on the West
- Val Vista Road on the North
- Interstate 10 and the extents of the Promenade Mall on the East
- And Earley Road on the South.

It is envisioned that the development of this Transit Plan will be closely coordinated with the 5311 programs in Coolidge and Maricopa, as well as any other Transit Plans that are being developed in the Sun Corridor MPO region.

Over the years, a number of regional transit plans, and transportation plans which included a transit component, have been conducted within the Pinal County area. Some of these studies and plans were funded through ADOT's Planning Assistance for Rural Areas (PARA) program and its precedent program for Small Area Transportation Studies (SATS). The completed Sun Corridor MPO Regional Transportation Plan will provide invaluable input to this Transit Plan.

Oversight for the preparation of the Sun Corridor MPO Casa Grande Transit Development Plan will be provided primarily by Sun Corridor MPO staff and the members of the Sun Corridor MPO Technical Advisory Committee (TAC). The two individuals who will be the points of contact for this study are:

- Irene Higgs, Sun Corridor MPO Acting Executive Director, Transit Plan Project Manager
- Duane Eitel, City of Casa Grande Traffic Engineer and TAC Chair

Input will also be requested from additional stakeholders that may not be represented on the Sun Corridor MPO TAC, and includes representatives from the Arizona Department of Transportation's Transit Planning section of the Multimodal Planning Division (including Sara Allred, the 5304 Planning Manager), regional transit service providers, and other interested parties and groups. A comprehensive stakeholder list will be derived from the Sun Corridor MPO's network of stakeholder groups that have an interest in regional planning, multimodal transportation, and public transportation/transit services.

Sun Corridor MPO's staff and TAC members will work diligently to ensure that public outreach processes are implemented and followed, and that a wide array of stakeholder groups are notified and involved in the Transit Plan's development. Along with the selected consultant team, the Sun Corridor MPO staff will strive to identify key public transportation/transit stakeholders within the Sun Corridor MPO region. Public input on the Sun Corridor MPO Strategic Transportation Safety Plan will be sought during the Transit Plan's



development through open meetings, workshops, outreach activities, public involvement programs, and comment forms on member agency websites.

#### 4. PROJECT DESCRIPTION

This Request for Proposals (RFP) has been initiated to select the most appropriate planning, engineering, and/or consulting firm qualified to conduct, prepare, and provide the identified services and deliverable work products for the needed Sun Corridor MPO **Casa Grande Transit Development Plan**. Interested firms should submit proposals listing their transit planning qualifications, relevant experience, and proposed project team, including subconsultants, to complete the transit plan as described in this Request for Proposals.

The primary deliverable services and work products for the Sun Corridor MPO **Casa Grande Transit Development Plan** shall include the following:

- Project Management
  - Direct the project to an on-time and successful completion
  - Manage the subconsultant team for on-time and successful completion of their respective services and products
- Coordination of the Transit Plan development process with:
  - The existing ADOT 5300 transit programs
  - Central Arizona Governments (CAG)
  - Sun Corridor MPO
  - Maricopa Association of Governments (MAG)
  - Pima Association of Governments (PAG)
  - FTA and ADOT
- Public Outreach and Involvement
  - Public Outreach Plan
  - Public Involvement Summary Reports
- Preliminary Casa Grande Transit Coordination Plan
- Preliminary Casa Grande Transit System Implementation Plan
- Final Casa Grande Transit System Implementation Plan, including:
  - Evaluation and assessment of the City of Casa Grande Transit Needs

- Development and description of three (3) alternatives for a viable transit system for the City of Casa Grande
- Provide estimated budgetary costs for each of the three transit system alternatives for a **privately run system**.
- Provide estimated budgetary costs for each of the three transit system alternatives for a **City (publicly) run system**.
- Estimated budgetary costs for each of the three transit system alternatives for both a private and public run system shall include:
  - Capital costs for transit fleet
  - Capital project costs for transit infrastructure
  - Capital costs for transit-related technologies
  - Recurring operational and maintenance costs for the fleet
  - Annual costs for labor/operators and system administration
  - Any and all other costs associated with the proposed transit system alternatives
- Provide operational and management alternatives and associated cost differences
- Implementation Schedule and Timeline for each Alternative
  - Developed with input from Sun Corridor MPO staff and TAC members
- Final Coordination Plan, including:
  - All areas, issues, and service providers as identified by the Sun Corridor MPO
- Air Quality Analysis, developed in consultation with MAG, and other regional and regulatory agencies

The professional services provided for this Transit Plan development will include all applicable facets of transit planning level work including but not limited to:

- Scoping, mapping, data collection, MAP-21 and FAST Act Transportation Program requirements; and performance measures
- Scheduling and facilitating public involvement meetings per the Sun Corridor MPO's Public Participation Plan and the customized Public Outreach Plan developed for this Casa Grande Transit Development Plan
- Presentation of draft Transit Plan to the Sun Corridor MPO Technical Advisory Committee; revising the plan based on the input received



- Presentation of the Final Casa Grande Transit Development Plan to the Sun Corridor MPO Executive Board

## 5. SUN CORRIDOR MPO AREA TRANSIT SERVICE PROVIDERS

Below are the identified programs that reside within the MPO planning boundaries. Most all programs travel throughout the CAG, PAG and MAG region, and will also be identified within those plans:

Contact Name	Program	Contact Address	Phone Number	Email	Program
<b>Marsha Ashcroft</b>	Horizon Human Services	210 E Cottonwood Lane Casa Grande, AZ 85122	520-836-1688	<a href="mailto:mashcroft@horizonhumanservices.org">mashcroft@horizonhumanservices.org</a>	5310
David Maestas	COMET - City of Maricopa		520-316-6948 520-316-6959	<a href="mailto:david.maestas@maricopa-az.gov">david.maestas@maricopa-az.gov</a>	5311
Gary Quill	Gila River Indian Community	PO Box 427, Sacaton, AZ 85247		<a href="mailto:gary.quill@gric.nsn.us">gary.quill@gric.nsn.us</a>	
<b>Jill Dusenberry</b>	City of Coolidge Cotton Express/CART	130 W Central Ave Coolidge, AZ 85128	520-723-6014	<a href="mailto:jilld@coolidgeaz.com">jilld@coolidgeaz.com</a>	5311
Mike Meyer	Cotton Express - CART	395 W Palo Verde Ave. Coolidge, AZ 85128	520-723-7195	<a href="mailto:michaelm@coolidgeaz.com">michaelm@coolidgeaz.com</a>	5311
Mary Clement	Pinal County (CAG or MAG)	971 Jason Lopez Cir Florence, AZ 85123	520-866-7312	<a href="mailto:mary.clement@pinalcountyz.gov">mary.clement@pinalcountyz.gov</a>	5310
<b>Mary Lou Rosales</b>	CAHRA	311 N Main St Eloy, AZ 85231	520-466-1112	<a href="mailto:mlrosales@cahrapinal.org">mlrosales@cahrapinal.org</a>	5310
<b>Olga Delsi</b>	Cenpatico	211 N Florence St, Ste. 2 Casa Grande, AZ 85122	866-495-6738 x 26404	<a href="mailto:ODELSI@cenpatico.com">ODELSI@cenpatico.com</a>	5310
<b>Olivia Guerreo</b>	Pinal-Gila Council for SC	8969 W McCartney Road Casa Grande, AZ 85194	520-836-2758	<a href="mailto:oliviag@pgcsc.org">oliviag@pgcsc.org</a>	5310
Victor Gomez	Pinal Gila Council for Senior Citizens	8969 W McCartney Road Casa Grande, AZ 85194	520-836-2758	<a href="mailto:victorg@pgcsc.org">victorg@pgcsc.org</a>	
<b>Sue Anderson</b>	Dorothy Powell Senior Center	406 E 6th Street Casa Grande, AZ 85122	520-421-8765	<a href="mailto:sanderson@casagrandeaz.gov">sanderson@casagrandeaz.gov</a>	5310
<b>Tanya Cruz</b>	Pinal Hispanic Council	107 E 4th St. Eloy, AZ	520-466-0921	<a href="mailto:tcruz@pinalhispaniccouncil.org">tcruz@pinalhispaniccouncil.org</a>	5310
Jacqueline Ibarra	Pinal Hispanic Council	107 E 4th St. Eloy, AZ	520-466-0921	<a href="mailto:jibarra@pinalhispaniccouncil.org">jibarra@pinalhispaniccouncil.org</a>	
<b>Maggie Harris</b>	Eloy Senior Center	3655 W Shedd Road Eloy, AZ 85131	520-466-3166	<a href="mailto:mharris@ci.elay.az.us">mharris@ci.elay.az.us</a>	
Maggie Harris	Toltec Community Center & Senior Center	3650 West Shedd Road	520-466-3166	<a href="mailto:mharris@ci.elay.az.us">mharris@ci.elay.az.us</a>	
<b>Sepi Hoff</b>	Achieve Health Services	Casa Grande	(928) 503-0366	<a href="mailto:shoff@achievehs.org">shoff@achievehs.org</a>	5310
Deena Fetzter	Achieve Health Services	Yuma - Head Office	(928) 341-4111	<a href="mailto:dfetzter@achievehs.org">dfetzter@achievehs.org</a>	5310
Ivan Velasco	Achieve Health Services		928-341-0335	<a href="mailto:ivelasco@achievehs.org">ivelasco@achievehs.org</a>	5310
Maria Elena Ochoah	Against Abuse		480-734-7496	<a href="mailto:meochoa@icloud.com">meochoa@icloud.com</a>	
	<b><u>Suggested Programs</u></b>				
	AFH -Arizona Foundation for the Handicapped	208 W. Main, Casa Grande AZ 85222	520-836-9798		
	Banner Casa Grande Medical Center	1800 E Florence Blvd, Casa Grande 85122	520-381-6300		
	Central Arizona Colledge	8407 Overfield Rd., Coolidge AZ 85228	800-237-9814		
	Pinal Connections	PO Box 12114, Casa Grande, AZ 85230	800-427-1271		
	DES/DDD - Coolidge	1155 M Az Blvd, Coolidge AZ 85128			
	Casa Grande Veterans' Services	401 N Marshall St. Casa Grande AZ 85222	520-426-9725		

\***Bolded names** are voting members for the CAG Coordinated Council.

## 6. SCOPE OF WORK

**The Casa Grande Transit Development Plan shall focus on proposed transit service for the City of Casa Grande.** The City of Coolidge operates the Central Arizona Regional Transit (CART) system providing regional service between Florence, Coolidge, and Casa Grande. The City of Maricopa COMET system also comes to Casa Grande weekly. It is important that any transit system planned for and within the City of Casa Grande is coordinated with the CART system and the Maricopa COMET managers.

The scope of work for the **Casa Grande Transit Development Plan** includes review and incorporation of all applicable information and provisions of previously completed local or regional transit planning studies within the Sun Corridor MPO boundaries or Pinal County and any others that may have an impact on the transit implementation plan that are outside the Sun Corridor MPO planning boundaries.

This Scope of Work is provided as a guide to the type of work anticipated to be involved with this type of transit planning project. **Proposers are highly encouraged to offer refinements to this Scope of Work in their proposal, highlighting the suggested refinements.**

The Casa Grande Transit Development Plan project shall include the following tasks, each of which shall include development and provision of a summary working paper with its overview, key points, findings, and recommendations incorporated into the final report.

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

Provide project management and coordination with Sun Corridor MPO staff, a Transit Plan Technical Advisory Subcommittee (Transit TAC) designated for this study by the full Technical Advisory Committee, and all transit stakeholders. The prime consultant shall also manage and coordinate closely with team subconsultants to ensure on time delivery and responsive performance. Upon notice to proceed, the consultant shall develop a refined project scope with input from the Sun Corridor MPO Project Manager and the Transit TAC.

The consultant shall also prepare a GANTT type (bar chart) project schedule with study milestones, deliverables, Transit TAC and stakeholder meetings, and key public outreach points.

This task is continuous throughout the length of the Transit Plan development period.

*Deliverable:* The consultant shall prepare and provide to the Transit TAC and full TAC a Project Management Plan including a refined scope of work and schedule for the Casa Grande Transit Development Plan.

## **Task 2 – Public Outreach and Involvement**

*The Sun Corridor MPO and the City of Casa Grande are seeking an **innovative public outreach program** that will be highly effective in gaining public input and acceptance of the transit plan. This will likely involve the use of web-based tools and social media programs, as well as traditional public meetings. The consultant is encouraged to propose an outreach program that will increase collaboration, provide better information and input to inform the study team enabling a more effective transit system design and a more successful result.*

The consultant shall conduct at least **three public meetings** at local events (such as Downtown Friday Night) and public open houses for the purpose of gathering public information, origin and destination information, willingness to use public transportation, and other useful input. A second round of at least **three additional public meetings** shall be conducted to provide an overview and explanation of the three transit system alternatives. Following these meetings, a public outcome as to which alternative is preferred should be evident and documented.

The consultant shall **meet with local businesses, industrial managers, and service employers, and groups** (e.g. Chamber of Commerce) to gauge their interest in a local transit system that could include their potential involvement through incentives to assist their employees (and potentially customers) with transit passes and other financial assistance.

The consultant shall also provide **a set of two informational and educational presentations** to elected officials at a scheduled **Casa Grande City Council work study session** and at a **Sun Corridor MPO Executive Board meeting**. The first set of presentations will provide a summary overview of the current conditions and needs assessment for transit in the Casa Grande community. The second set of presentations shall include the three transit system alternatives, options for service, and a summary of capital and on-going operational costs along with identified funding sources.

The consultant shall be responsible for:

- Preparation of all presentation and informational materials for the City Council work study session, Sun Corridor MPO Executive Board meeting, general public meetings, and stakeholder meetings.

- Preparation of materials and cost of advertisements and outreach activities.
- Preparation of contact lists, public notices, and documentation of the public involvement process and input received in the plan.

The consultant shall also be responsible for coordinating meetings between the Sun Corridor MPO, CAG, MAG, and PAG, and for presentation of Draft Transit Plan and the Final Transit Plan to the Sun Corridor MPO Transit TAC and the full Sun Corridor MPO Transportation Advisory Committee.

The consultant is strongly encouraged to consider the use of social media and innovative internet-based survey and outreach mechanisms and strategies to strengthen outreach efforts to reach a larger audience.

*Deliverable:* The consultant shall prepare and provide a Public Outreach Plan summarizing all planned public outreach events, the processes to be employed for public and stakeholder involvement, and the objectives to be accomplished.

### **Task 3 – Current Transit Conditions and Systems Evaluation**

The consultant shall evaluate current transit systems including the FTA Section 5311 funded Cotton Express and CART System, City of Maricopa COMET System and all 5310 Elderly and Disabled, and Human Service programs.

The consultant shall collect, compile, and evaluate population, socioeconomic, and other related and pertinent data, and conduct research on the value of a transit system to serve the City of Casa Grande.

*Deliverable:* Findings and conclusions of the current transit conditions assessment shall be presented in a working paper and shall include maps illustrating existing transportation providers' service areas, including origin, destination, and any fixed route services.

### **Task 4 – Future Conditions and Multimodal Assessment**

The consultant shall assess future conditions for the next ten years, including assessment of public transportation and transit needs based upon projections of:

- Population growth
- 'Aging in Place' of the senior population
- Needs and gaps in public transportation services
- Human service on demand response (5310) programs

A general assessment shall be conducted on other alternative modes of transportation (i.e. pedestrian and bicycles) and how they relate to and interconnect with public transit. Provide information and descriptions of the potential benefits for the proposed transit system and the supporting infrastructure (access routes, shade shelters/bus stops, signage/wayfinding, etc.) that is required for pedestrians and to accommodate bicycles.

Previous and current ongoing studies will be utilized and documented for background information and to inform the Casa Grande Transit Development Plan.

*Deliverable:* The findings and conclusions of the future conditions and multimodal assessment shall be documented in a working paper prepared and provided to the Transit TAC and the full TAC.

#### **Task 5 – Short Range Transit Plan Preparation**

The consultant shall prepare a short range Casa Grande Transit Development Plan focusing on services that can be immediately or implemented in the near term (within the next 5 years). **The consultant shall identify three alternative approaches** to address the service areas identified in this task, closely coordinating and consulting with the Transit TAC, the full TAC, and the study Project Manager (Irene Higgs) throughout the process. The consultant shall recommend a preferred alternative and provide the justification for the recommendation, including public input on the preferred alternative.

Task Activities shall include:

- A. **Demand Estimation:** The first step will be to gauge the potential patronage of short range transit services. Traditional demand estimation tools often rely on analysis of socioeconomic data to predict populations most likely to use transit, but this only identifies what is typically referred to as “captive riders”; those who cannot make their trip by private auto due to age, income, or disability. This approach tends to ignore “choice” riders, a growing market share for transit. Choice riders make up a significant portion of overall transit users in the Phoenix metropolitan area. Travel distances and times between major attractors and work areas within the City of Casa Grande may likely make transit an appealing option for an increasing share of the choice rider market.

Develop and report a quantitative estimate of ridership. Include in the ridership estimate the number of daily, weekly, and monthly passenger trips.

B. **Key Trip Destinations:** This task includes identification of destination locations sought by both local and regional travelers. Destinations include, but are not limited to:

- Medical centers and hospitals
- Education centers
- Downtown Casa Grande
- Major retail centers, including the regional shopping mall
- City hall and other public agency service centers
- Senior centers
- Major employment centers including the major industrial area on the southwest side of the City
- Future planned activity centers such as *Phoenix Mart*, expected to generate significant regional traffic.
- High density residential areas
- Major parks and recreational areas
- Resorts, hotels, and motels

C. **Key Stop Prioritization:** This step will evaluate, prioritize, and rank the universe of trip origins and destinations (some of which are identified above) to those most likely to generate significant transit ridership during the initial years of service.

Future activity centers are included to map their proximity to initial service routes. Future adjustments to the initial transit system shall be considered and discussed to address providing transit system service to the identified future activity centers.

**Park-and-Ride Lots and Facilities:** The consultant's investigation and assessment shall also include the identification of potential park-and-ride locations within the transit system network. A list of parameters shall be provided for any park-and-ride locations identified. The parameters are to include: estimate of the number of parking stalls needed, transit stop facilities, approximate area of land needed, siting options, and other related information.

D. **Route Development:** Service routes between the proposed transit served activity centers and transit centers/transfer stations will be identified, delineated, and routed to minimize mileage and/or transit

time. Hours of operation will be considered and recommended, as should the need for and hours of weekend service.

While the initial service network may be limited, it shall be designed considering its future expansion as conditions and transit travel demand dictates.

Route development will also consider environmental justice and Title VI considerations to assure that the needs of minority and low income groups and neighborhoods are considered and served.

**The consultant shall identify at least three alternative approaches to address the service areas identified in this task**, and, in consultation with the Transit TAC, the full TAC, and the Project Manager, recommend a preferred alternative.

- E. **Fare Structure:** A reasonable fare structure will be developed and recommended. Farebox receipts shall be conservatively estimated as part of the overall system costing and identification of funding sources.
- F. **Americans with Disabilities Act (ADA) Accommodations:** It is initially envisioned that the transit service will be designed as a deviated fixed route service, with route deviations allowed to accommodate the needs of those with disabilities. Vehicles will be required to be lift-equipped. ADA accessibility shall be part of the investigation and siting of transit stop locations.
- G. **Operator Procurement:** The consultant is to assume that the City of Casa Grande will solicit and contract with a professional operator to manage and operate the proposed transit system. The transit system operations will include dispatch, transit service, financial management, operator/driver recruitment, employment and training, operations administration, and fleet vehicle maintenance. The consultant will prepare a draft procurement document for the professional management and operations of the proposed transit system for the City of Casa Grande and Sun Corridor MPO review. The Consultant shall address the comments provided on the draft procurement document to finalize and furnish a final form of the procurement document for use by the City.

**Rolling Stock Assessment:** A cost analysis shall be conducted by the consultant to determine whether the City should acquire rolling stock or if it is more cost effective to place that requirement on the selected transit system operator. Identify and discuss the advantages and disadvantages for each option. The consultant shall perform an analysis

and recommend the approach that is in the best interest of the City and explain why that is the case.

- H. **Safety, Performance Standards, and FTA Compliance:** The consultant shall identify and list various safety measures needed to assure that the transit service provided by the professional operator will be maintained at a high level of safety for the passengers and other motorists. On time performance, vehicular maintenance measures, and record keeping requirements shall also be outlined, using best practices from similar transit systems in comparable communities in Arizona. The consultant shall identify and quantify the portion of the cost of the transit service that will be met with FTA funds, and the sources and amounts of funds needed to supplement the FTA funds.

The Casa Grande transit system routes, infrastructure, and operating parameters, and the professional transit operator procurement documents will be designed and prepared to meet all applicable federal transit safety standards.

- I. **Transit Stops:** Transit stop locations along the transit routes will be identified and mapped. Individual transit stop improvements are relatively expensive to construct individually as a stand-alone project, but much more affordable when done as part of a larger construction project for the multiple transit stops that will be needed for the initial transit system infrastructure. The consultant shall develop, as part of this study, a set of recommended transit stop improvements including but not limited to:
- Visual theme, color palette, and branding design for the Casa Grande Transit system
  - Signage including schedules and contact information (content, size, location)
  - Wayfinding information, signage, and locations (content, size, location)
  - Seating – provisions for shading anywhere a shelter may not be located (size, location, type)
  - Shelters at high boarding locations (size, locations, concept plan)
  - Bus pullout bays (typical layouts)

Access routes to transit stops shall be scrutinized to identify evident “architectural barriers” with any needed corrections identified and noted with a mitigating solution. The objective is to provide an ADA compliant

access routes to/from the origin and destination points. The transit stops shall be sited in locations that will enable a barrier free design so that those with wheelchairs, walkers, and other mobility aids can safely and conveniently access the transit stop site and transit vehicles. If the initially identified location for a transit stop is determined to be relatively expensive to be designed and constructed to meet ADA and transit standards, an alternate nearby location shall be identified for the transit stop.

The City of Casa Grande intends on adopting the recommended design standards for transit stops developed by the consultant. Future City capital improvement programs can include the design and construction of transit stops and access route ADA improvements as part of major roadway projects and other capital improvement projects. Additionally, as new development and redevelopment occurs, transit stop improvements can be added to the various off-site improvements required of them through developer exactions.

*Deliverable:* The consultant shall prepare and provide a Short Range Transit Plan in accordance with the requirements of this task section including the Task 6 financial analysis information.

### **Task 6 – Financial Analysis**

The consultant shall provide planning level budgetary cost estimates for each of the alternative approaches. The budgetary cost estimates will include operating and capital costs, transit stop improvements, and on-going maintenance costs, reasonable and appropriate administrative oversight costs for the City of Casa Grande, and all other required costs to implement, operate and maintain the proposed transit system. The budgetary level costs for the preferred alternative will be refined to show projected farebox revenues, anticipated one time and recurring federal and state funding, annual City appropriations, advertising income, and revenues from other potential public and private sources.

*Deliverable:* The findings and conclusions of the financial analysis completed for this task shall be included in the Short Range Transit Plan prepared under Task 5.

### **Task 7 – Long Range Vision**

The consultant shall develop a long range vision (looking 10 years out) for the Casa Grande transit system based on the work undertaken and completed in the previous tasks. The long range vision for the transit system should include viable alternative service routes and extensions into areas not selected as part of the preferred short range alternative. The consultant shall identify potential



service extensions to anticipated major new attractors and developments in the area (e.g. *PhoenixMart*, I-11 corridor TIs, etc.). These future potential route extensions should be logical extensions of the short range efforts, and should include a narrative and a map illustrating the concepts.

*Deliverable:* The consultant shall prepare and provide a working paper outlining and defining the Long Range Vision for a transit system to serve the City of Casa Grande.

### **Task 8 – Performance Measures**

The consultant shall identify appropriate performance measures for the Casa Grande transit system and shall develop a performance evaluation process to track and monitor progress of system setup, implementation projects, procurements, staffing, ridership, services, funding, and support for the transit system. The consultant, working with the Sun Corridor MPO staff and City of Casa Grande staff, shall determine who will be responsible for the monitoring, evaluation, and reporting on performance measures.

*Deliverable:* The performance measure plan developed for this task shall be included and incorporated in the Task 9 final implementation plan deliverable.

### **Task 9 – Final Implementation Plan**

Develop an implementation plan that identifies all the necessary steps to plan, design, equip, construct needed infrastructure, initiate transit service, carry out the plan, continually evaluate, and provide for future extension of transit service within the City of Casa Grande and surrounding the Sun Corridor MPO area. Information provided shall be in non-technical language whenever possible and the use of tables, graphs, and pictures in lieu of text is highly encouraged.

The written implementation plan shall include, at a minimum, a summary of the research conducted and a survey and discussion of the models that currently exist in rural and small urban areas throughout Arizona and the US (provided they apply to the rural and small urban areas of the Sun Corridor MPO and adjacent Pinal County). The final implementation plan shall also include the pertinent content of the working papers previously developed for the above mentioned tasks.

*Deliverables:* The consultant shall provide a **draft final Implementation Plan** report for review by the City of Casa Grande, the Sun Corridor MPO staff, the Transit TAC, and the full TAC. The draft final report shall contain the performance measures plan developed under the previous Task 8. Following receipt of comments from the reviewers, a **Final Implementation Plan** and an



**Executive Summary** shall be developed and submitted to the study's project manager.

The consultant shall **provide 15 printed and bound hard copies of the final Implementation Plan and a PDF digital copy and original program files contained on a USB drive.**

All materials and data used for this study are the property of the Sun Corridor MPO.

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

As required by 49 CFR 26.13, the Sun Corridor MPO will not discriminate on the basis of race, color, national origin, religion, gender, age, familial status, or disability, in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements. The Sun Corridor MPO will take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of the contracts.

No DBE goal has been set on this Contract. The Consultant ***is encouraged*** to voluntarily obtain DBE participation on this Contract to help ADOT meet its overall DBE goal. See **Appendix A** for additional DBE contract requirements.

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

Responders to the Request for Proposals are **required to sign and return with their response on the Proposal Certification Form** that are included herein.

## **8. DOCUMENTATION OF CONSULTANT PROGRESS**

The selected consultant shall provide a **biweekly email progress reports to the Transit – Transportation Advisory Committee (TAC)**. The reports shall state the work accomplished the preceding two weeks, the work anticipated to be accomplished the next two weeks, any issues that have arisen and how those were or will be resolved, and an update on the progress and adherence to the study schedule.

**A progress report shall also accompany each monthly project billing.** The reports shall include, at a minimum, a statement of work accomplished to date and during the billing period, the budgeted amount for each task, the

amount expended by work task, percent completion, the hours expended, cost for the billing period, and the amount spent to date.

## 9. COMPENSATION

The consultant shall provide a price proposal for this study to prepare the Sun Corridor MPO City of Casa Grande Transit Development Plan as part of the response to this Request for Proposal. ***The price proposal shall include a summary table showing the following for each task:***

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

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

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

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

## 10. GUIDELINES FOR RFP SUBMITTALS

The RFP respondent shall submit written proposals in compliance with 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, resume appendix, or required form appendix.
- Single-sided standard 8½” x 11” page size
- No other page size is allowed

- 12 Point Font only for text content
- 10 point font minimum for tables, charts, graphs, captions, and team organization chart
- Cover letter shall be limited to one page only and must be signed by a party authorized to bind the entity submitting the proposal
- **Eight (8) bound hard copies and an enclosed electronic copy in pdf format (on a CD or USB storage device)** of the complete proposal submittal document to be delivered to the Sun Corridor MPO offices no later than the due time and date stated in this RFP
- The hard bound copy package shall clearly identify it is a **Proposal for the Sun Corridor MPO Casa Grande Transit Development Plan.**
- The electronic PDF file shall not exceed 10 mb in file size so it can be emailed to Sun Corridor MPO TAC members
- Submitted proposals become the property of the Sun Corridor MPO and will not be returned.

## 11. PROPOSAL CONTENT

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

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

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

Outline and discuss your general project approach, project management methodologies, and quality control plan.

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

The scope of work presented in your proposal shall be a ‘refined’ scope of work incorporating any changes, additions, or modifications to the scope of work presented in this RFP deemed beneficial to the project by the consultant. The consultant shall highlight any changes made to the scope and explain why the change was made and how it will benefit the overall transit plan. The reviewer should be able to readily see and understand the refined scope being presented by the consultant.

4. **Project Personnel** – Provide an organization chart identifying all key personnel who will actually lead and conduct the transit study for the Sun Corridor MPO. Include names of all key project personnel and names of subconsultant personnel, all individuals who are assigned and dedicated to this study. For each person, include their job title (role), duties, responsibilities, and a brief summary of their qualifications and relevant experience in transit studies of this type.

5. **Experience and References** – Provide a description of at least three (3) previous transit planning projects similar in nature to the services requested. For each project, provide the:

- Project title
- Timing (start date, end date, duration)
- Contract amount (original and final amounts with an explanation of the difference)
- Sponsoring agency
- Agency project manager (name and current contract phone number and email address)
- Roles of individuals assigned to this project on the cited reference project.

6. **Project Schedule** – Provide a Gantt style (bar chart) timetable for accomplishing the tasks outlined in the proposed scope of work. Assume the notice to proceed per the procurement timeline provided below. Show the approximate dates for TAC meetings, stakeholder meetings, public outreach meetings, implementation plan presentations to Sun Corridor MPO TAC and Executive Board, and other needed meetings.

The Sun Corridor MPO would like the Casa Grande Transit Plan to be completed in whole within 12 months from the date of the Notice to

Proceed. The consultant's schedule should reflect this timeline. The consultant may propose an alternate schedule period if deemed necessary to deliver a better transit plan for the City. The alternate schedule should be accompanied by a justification for the same.

7. **Project Budget** – Provide a standard line item budget that is structured to address the time budgeted for each of the tasks identified in the scope of work. At a minimum, the budget must show project personnel, job title (role), estimated hours of work, hourly charge rates, total amounts for each task, a total amount for the professional services fee, budgeted amount for direct expenses, budgeted amount for services provided by each subconsultant, and total amount for completing and providing the Sun Corridor MPO Casa Grande Transit Development Plan. Direct expenses may include, but are not limited to, travel/mileage, telecommunications, postage, deliveries, printing, reproduction costs, etc. In a separate section, of the fee proposal, provide the same information for each subconsultant to be employed to help the prime complete the work to prepare and provide the transit plan.
8. **Availability** – List any and all present activities and job commitments for each key person. Include an estimation of available time each key person can commit to working on this project and completing the work tasks described herein.

The consultant must get approval from the Sun Corridor MPO for any change in key personnel 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 sole discretion of the Sun Corridor MPO TAC.

NOTE: THE PROPOSAL RESPONSE FOR SECTIONS 2 THROUGH 8 ABOVE IS SUBJECT TO THE 20-PAGE LIMIT SPECIFIED IN THE GUIDELINES ABOVE.

#### 9. **Appendix 1 – Resumes**

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

#### 10. **Appendix 2 – Required Forms**



Forms required to be completed and provided with the consultant’s proposal shall be contained in an appendix to the proposal. **Failure to sign and submit the required form with the Proposal will result in the Proposal being rejected.** Required forms to include in this appendix include:

- ***Request for Proposal Certification Form***

## 12. GENERAL PROVISIONS

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

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

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

**Funding** – Sun Corridor MPO is a designated Metropolitan Planning Organization (MPO) for the Sun Corridor Arizona Urbanized Area, and has elected to utilize FTA 5304 planning funds. In support of the plan, the City of Casa Grande will provide the local government match in the form cash match.

**Budget** – The maximum budget for this proposal is \$195,000.

## 13. PROPOSAL EVALUATION CRITERIA

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

1.	Project understanding and approach	35
2.	Clarity of proposal, technical soundness, and enhancements to scope of work elements outlined in this Request for Proposals	25
3.	Experience and qualifications of the team in development of similar transit plans	15
4.	Experience and qualifications of the key personnel on the team	15
5.	Proposed schedule and budget	10
	Total Points	100

A Consultant Selection Committee made up of Sun Corridor MPO TAC Members will evaluate submitting firm proposals and qualifications to select the best firm to undertake the study and completion of the Casa Grande Transit Development Plan. The Consultant Selection Committee may select a consultant directly from the review and ranking of the proposals if there is a clear cut best firm/team. The Consultant Selection Committee may also choose to interview a maximum of three (3) of the submitting firms determined to be the most qualified of all the submittals.

#### **14. INTERVIEW EVALUATION CRITERIA**

After evaluation of the Proposals, a shortlist of a maximum of three (3) firms will be determined based upon the composite score of the Consultant Selection Committee members. A presentation/interview session with each of the short listed firms will comprise the second half of the consultant evaluation and selection process. In the presentation/interview, shortlisted firms will be required to demonstrate their understanding and familiarity with the nature, scope, locations, key issues, innovative concepts, and other aspects of this project. Criteria upon which the presentation/interview of each firm will be evaluated and scored, with weighting for each criterion are as follows:

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

The Consultant Selection Committee members will individually evaluate the presentation/interview of each of the candidate firms and rate them accordingly to the aforementioned criteria. The Consultant Selection Committee will then agree upon a consensus ranking, and the Sun Corridor MPO Executive Director will notify each interviewed firm of their individual ranking, score, and top ranked firm's score. The Sun Corridor MPO Executive



Director shall then schedule a meeting with the top ranked firm for the purpose of finalizing the scope and negotiating a contract.

If negotiations are unsuccessful, the Sun Corridor MPO staff will terminate negotiation efforts with the top ranked firm and open negotiations with the 2<sup>nd</sup> ranked firm. This process will continue until negotiations are successful. The shortlist will remain in effect for a period of twelve months from the date of issuance by Sun Corridor MPO.

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

## 15. PROCUREMENT TIMELINE

June 15, 2016	RFP Advertised
July 14, 2016	Proposals Due Date – by 2:00 PM
July 27, 2016	Consultant Selection Committee reviews proposals and ranks top firms for presentations/interviews
August 11, 2016	Consultant Presentations/Interviews <b>(optional)</b>
August 12, 2016	Notification to Firm Selected
August 25, 2016	Selected Firm Approved by TAC
September 13, 2016	Selected Firm Approved by EB
October 27, 2016	Professional Service Agreement Approved by TAC
November 8, 2016	Professional Service Agreement Approved by EB
November 9, 2016	Notice to Proceed Issued

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



## 16. QUESTIONS CONCERNING THE RFP

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

Inquiries shall be made to:

Irene Higgs, Acting Executive Director, Sun Corridor MPO  
211 North Florence Street, Suite 103  
Casa Grande, Arizona 85122  
Email: [ihiggs@scmpo.org](mailto:ihiggs@scmpo.org)  
(520) 705-5143

## **17. FEDERAL THIRD PARTY AGREEMENTS**

### **APPLICABLE LAWS AND REGULATIONS**

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

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

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

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

The Consultant understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Consultant represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Consultant and any company that the Consultant represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

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

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

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

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

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

## 5. **TERMINATION**

**a. Termination for Convenience:** The Sun Corridor MPO reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subconsultants to immediately cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Consultant and Sun Corridor MPO, based on the agreed Scope of Work actually completed by the Consultant.

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

- 1) If Consultant fails to perform pursuant to the terms of this Agreement;
- 2) If Consultant is adjudged to be bankrupt or insolvent;
- 3) If Consultant makes a general assignment for the benefit of creditors;

- 4) If a trustee or receiver is appointed for Consultant or for any of Consultant's property;
- 5) If Consultant files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Consultant disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by the Sun Corridor MPO, the termination shall not affect any rights of the Sun Corridor MPO against Consultant then existing or which may thereafter accrue.

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

#### **6. *TITLE VI OF THE CIVIL RIGHTS ACT OF 1964***

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

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

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

#### **8. *DEBARMENT AND SUSPENSION***

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

## 9. **LOBBYING**

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

## 10. **ENVIRONMENTAL PROTECTION**

The Consultant is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

## 11. **ENERGY CONSERVATION**

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

## 12. **DRUG-FREE WORK PLACE**

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

## 13. **INSURANCE**

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction with, the performance of the work hereunder by the Consultant, its agent's representatives or employees.



## 18. CERTIFICATION FORMS

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

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

- **Request for Proposal Certifications Form**



## Request for Proposal Certifications Form

Contact #: SCMPO 2016-01      Consultant Name: \_\_\_\_\_

**Please read the fifteen (15) statements below. The statements are to ensure Consultants are aware and in agreement with Federal, and State guidelines related to the award of this contract. Consultants shall submit this Certification Form attached to each Proposal for each RFP advertised, as revisions to the form may occur from time to time. Failure to sign and submit the certification form specified in this RFP with the Proposal will result in the Proposal being rejected.**

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

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

<b>7.</b>	Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction with, the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
<b>8.</b>	No Federally appropriated funds have been paid or shall be paid, by or on behalf of the Consultant, for the purpose of lobbying.
<b>9.</b>	If the project is funded in whole or in part with Federal Aid funds, the Consultant affirmatively ensures that in any subcontract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals/bids in response to this invitation and shall not be discriminated against on the grounds of race, color, or national origin, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation.
<b>10.</b>	The Consultant will utilize all Project Team members, subconsultants, and DBE firms, if applicable, submitted in the RFP, and will not add other Project Team members or subconsultants, unless the Consultant has received prior written approval from Sun Corridor MPO Director.
<b>11.</b>	The Consultant shall meet its DBE goal commitment and any other DBE commitments as stated in its RFP Proposal or Cost Proposal; and shall report on a timely basis its DBE utilization as detailed in the contract.
<b>12.</b>	If selected, the Consultant is committed to satisfactorily carry out the Consultant's commitments as detailed in the contract and its RFP proposal.
<b>13.</b>	The Consultant is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368).
<b>14.</b>	The Consultant is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency.
<b>15.</b>	The Consultant agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, subtitle D; U.S.C. § 701 et seq.) and maintain a drug-free work place.



*I hereby certify that I have read and agree to adhere to the fifteen (15) 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 and Date:* \_\_\_\_\_ *Date:* \_\_\_\_\_

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

## 19. ASSURANCES

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

### Contractor

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 or the Arizona Department of Transportation*, 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 set forth in Appendix B of 49 CFR Part 21.
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, the *Federal Highway Administration or Arizona Department of Transportation* 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, the *Federal Highway Administration, or Arizona Department of Transportation*, 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 or Arizona Department of Transportation*, 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, the *Federal Highway Administration, or Arizona Department of Transportation* 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.

## 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 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 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).



## **Sun Corridor MPO – General Assurance**

Sun Corridor Metropolitan Planning Organization HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the Arizona Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to 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 – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, that no person in the United States shall, on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) of the Regulations, a copy of which is attached.

### **Specific Assurances**

#### **Federal-aid Highway Program Assurance**

More specifically and without limiting the above general assurance, the Sun Corridor Metropolitan Planning Organization hereby gives the following specific assurances with its Federal-aid Highway Program.

1. That agrees that each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Sun Corridor Metropolitan Planning Organization shall insert the following notifications in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal-aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

“The Sun Corridor Metropolitan Planning Organization, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 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 issued pursuant to such Act, hereby **notifies all bidders** that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, gender, age, familial status, or disability in consideration for an award.

3. That where the Sun Corridor Metropolitan Planning Organization receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection within.
4. That where the Sun Corridor Metropolitan Planning Organization receives Federal financial assistance in form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. That this assurance obligates the Sun Corridor Metropolitan Planning Organization for the period during which Federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sun Corridor Metropolitan Planning Organization or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Sun Corridor Metropolitan Planning Organization retains ownership or possession of the property.
6. The Sun Corridor Metropolitan Planning Organization shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, **contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.**
7. The Sun Corridor Metropolitan Planning Organization agrees that the United States has right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

For further information, please contact:



Irene Higgs, Acting Executive Director  
211 N. Florence St., Ste. 103  
Casa Grande, AZ 85222  
Ihiggs@scmpo.org  
520-705-5143

## **Appendix A – Professional Service Contracts - With No DBE Goal**

### **DISADVANTAGED BUSINESS ENTERPRISES PROVISIONS**

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; and
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs) in USDOT-assisted contracts. The consultant is encouraged to eliminate obstacles to contract performance by SBCs and to utilize SBCs when feasible

USDOT regulations require a recipient of federal funding and all of its subrecipients to implement an approved DBE Program that consists of establishing a statewide DBE utilization goal. The AGENCY as a subrecipient of the Department is required to follow the Department established DBE provisions.

#### **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 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 state deems appropriate. The consultant, subrecipient, or subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

**Definitions:**

**(A) 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.

**(B) 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, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - (iii)** "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, 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 Commonwealth 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.

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

**(E) RACE-CONSCIOUS:** a measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

**(F) RACE-NEUTRAL:** a measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

**(G) SMALL BUSINESS CONCERN:** 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 dominate 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.

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends to meet the goal with a combination of race-conscious and race-neutral efforts. Race-conscious participation occurs where the CONSULTANT uses a percentage of DBEs to meet a 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, is awarded a subcontract on a project without DBE goals, and is awarded a subcontract from a prime CONSULTANT that did not consider the firm's DBE status.

#### **GOALS:**

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.

#### **COMPLIANCE:**

The CONSULTANT and its Subconsultants, Lower-tier Subconsultants and Vendors are subject to DBE compliance monitoring and are required to provide any requested DBE CONTRACT compliance-related data in hard copy or electronically as determined by the Department, including written agreements between the CONSULTANT and Subconsultant DBEs.

#### **PAYMENTS:**

In accordance with the Arizona Prompt Payment Law (A.R.S. §28-411), the Agency shall issue payments to Consultants within 21 calendar days after receipt of complete and accurate Payment Report/Invoice unless proper objection is made under the statute. The law also requires the CONSULTANT to pay its Subconsultants within 7 calendar days after receiving payment from the

Agency, to the extent of each Subconsultant contractual interest in the payment, subject to provision of the statute.

**REPORTING AND SANCTIONS:**

- a. The Department is required to collect data on DBE and non-DBE participation to report to FTA on Federal-aid projects. The CONSULTANT is notified that such record keeping is required by the Department for tracking DBE participation.
- b. Therefore, after execution of this CONTRACT and before the first Payment Report/Invoice is submitted to the Agency, the CONSULTANT is required to provide information through the Department's web based DBE system at [www.adot.dbesystem.com](http://www.adot.dbesystem.com) and enter the name, contact information, and subcontract amounts for all Subconsultants, lower-tier Subconsultants and Direct Expense vendors performing any work on the project.
- c. The CONSULTANT shall report the monthly payments made to all DBE, Non-DBE Subconsultants and Direct Expense Vendors, including all lower-tier Subconsultants, for labor, equipment, and materials.
- d. The CONSULTANT shall provide all such required information for the current month by the 15<sup>th</sup> calendar day of the following month electronically through the Department's web based DBE system [www.adot.dbesystem.com](http://www.adot.dbesystem.com).
- e. All DBE, Non-DBE Subconsultants and Direct Expense Vendors, including all lower-tier Subconsultants, for labor, equipment, and materials shall confirm the payments received from the CONSULTANT electronically through the Department's web based DBE system [www.adot.dbesystem.com](http://www.adot.dbesystem.com).
- f. If the CONSULTANT and its Subconsultants do not provide all required DBE payment information the Agency shall deduct \$1,000 for each delinquent report, whether from the CONSULTANT or any of its Subconsultants, from the progress payment for the current month, not as a penalty, but as liquidated damages. If by the following month, the required DBE payment information for the previous month has still not been provided, the Agency shall deduct an additional \$1,000 for each delinquent report. Such deductions shall continue for each subsequent month that the CONSULTANT or its Subconsultants fail to provide the required payment information.

- g. The Agency, at its sole discretion, may terminate the CONTRACT at any time if the Agency determines that the CONSULTANT is not satisfactorily meeting the DBE provisions stated in the CONTRACT.

**COUNTING DBE PARTICIPATION:**

Only the value of the work actually performed by the DBE can be credited toward DBE participation. Credit is given only after the DBE has been paid for the work performed.

At the completion of the contract, the CONSULTANT shall submit to the Agency a *Certificate of Payments to DBE Firms* affidavit certifying that all DBEs were paid in full for material and/or work promised and performed under the terms of this CONTRACT.

The Consultant shall count only the value of the work actually performed by the DBE toward DBE participation.

- a. CONTRACTS created to artificially create DBE participation are not acceptable; the arrangement shall be within normal industry practices. The DBE shall perform a commercially useful function.
- b. Count the entire amount of that portion of a CONTRACT (or other CONTRACT not covered by paragraph (2) of this section) that is performed by the DBE's own forces. Firms shall include the cost of supplies and materials obtained by the DBE for the work on the CONTRACT, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subconsultant purchases or leases from the CONSULTANT or its affiliate).
- c. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specially required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with the fees customarily allowed for similar services.
- d. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the lower-tier Subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goals.

- e. It is presumed that the DBE is not performing a commercially useful function if: (a) a DBE does not perform or exercise responsibility for at least 30 percent (30%) of the total cost of its CONTRACT with its own work force; or (b) 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.