



NOTICE OF REQUEST FOR PROPOSALS
FOR
CONSULTING SERVICES
FOR THE
**REGIONAL TRAFFIC COUNT, DATA COLLECTION, AND
MAPPING PROJECT**

Issued:

May 11, 2016

Request for Proposals due:

June 9, 2016

Sun Corridor Metropolitan Planning Organization

211 N. Florence Street, Ste. 103
Casa Grande, AZ 85122
520-705-5143 | www.scmpo.org

Irene Higgs, Acting Director
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1. NOTIFICATION:

Release Date: May 11, 2016
Closing Date: June 9, 2016

The Sun Corridor Metropolitan Planning Organization (MPO) invites qualified persons/firms to submit Proposals for consulting services to provide regional traffic counts on all functionally classified roads in the Highway Performance Monitoring System (HPMS) as well as a selection of regional and local roads of interest within the Sun Corridor MPO region.

Proposals will be received until **2:00 PM on June 9, 2016** at the Sun Corridor MPO offices, located at 211 N. Florence Street, Ste. 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 envelope:

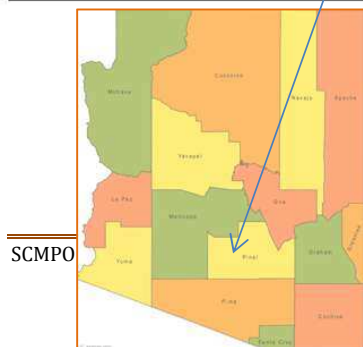
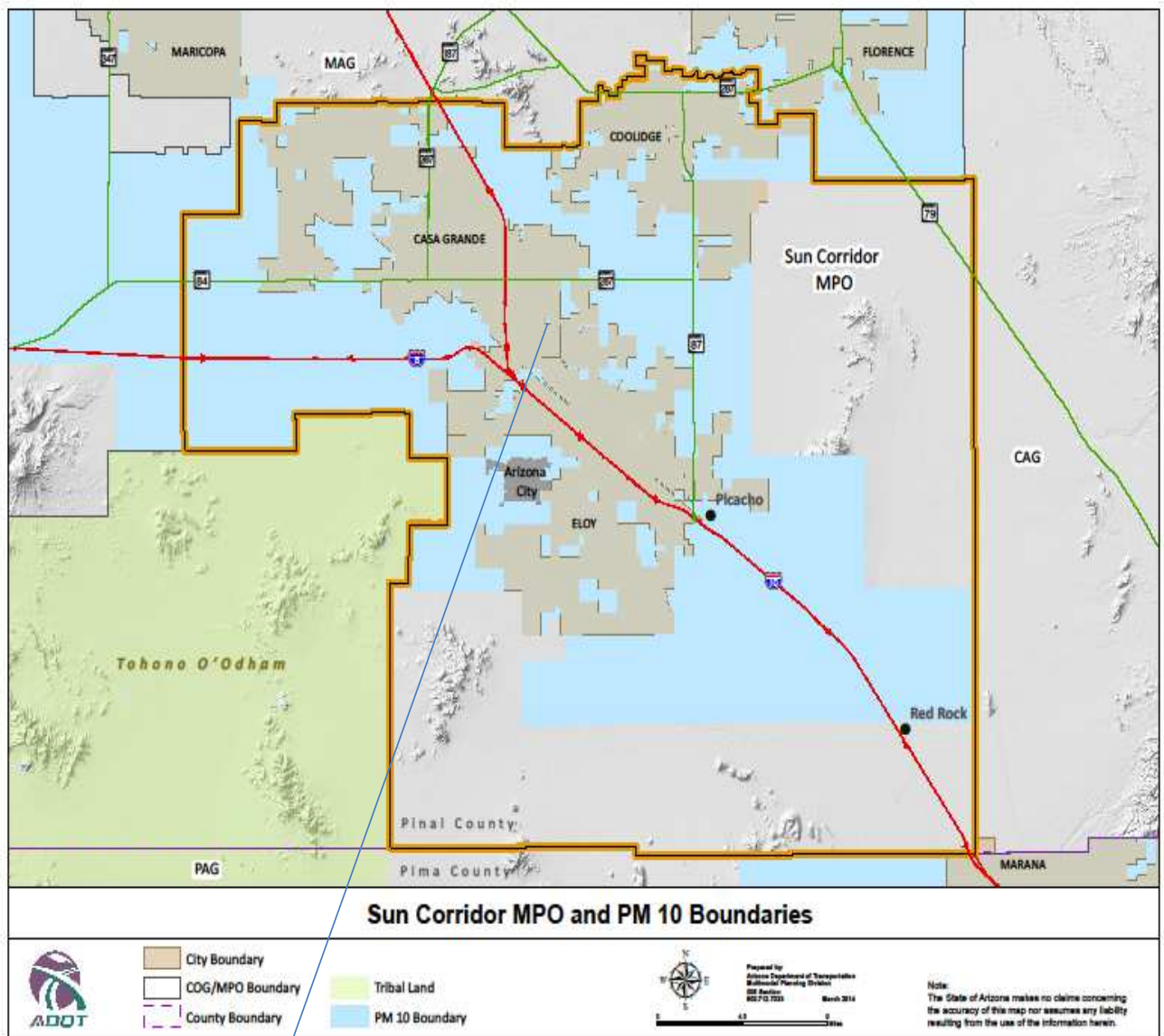
Proposal for the Regional Traffic Count, Data Collection and Mapping Project

The outside of the Proposal envelope shall indicate the name and address of respondent and addressed to the Sun Corridor MPO, at the aforementioned address.

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

Irene Higgs, Acting Executive Director
520-705-5143
ihiggs@scmpo.org

SUN CORRIDOR MPO PLANNING BOUNDARIES



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

It encompasses 1,115 square miles, and has an estimated population of 119,332.



2. INTRODUCTION

Sun Corridor MPO is the designated Metropolitan Planning Organization (MPO) for transportation planning for the cities of Casa Grande, Eloy, Coolidge, and rural areas of Pinal County. The Sun Corridor MPO covers 1,115 square miles, and hosts a population of 119,332.

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 Sun Corridor MPO is hereby requesting Proposals from qualified consulting firms or individuals (herein after called consultant) to provide traffic counts on all federally functionally classified roads within the MPO planning boundaries, for a period of three (3) years (2016, 2017 and 2018), and upload the data into the ADOT Highway Performance Monitoring System (HPMS). The counts shall also include a selection of regional and local roads of interest within the Sun Corridor MPO region. Each year the traffic counts must be completed and uploaded into the ADOT HPMS system by the end of March. The purpose of this project is to:

- Provide all member entities in the Sun Corridor MPO region with updated traffic counts on all functionally classified roads in the HPMS system and any other roadways identified by member agencies;
- Include any count programs that have been completed by member agencies;
- To identify any additional roads that may qualify for federal functional classification of urban or rural minor collector or above in each community;
- To provide updated data into the ADOT HPMS system;
- To provide a traffic count map

This project shall be completed in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations. The successful Applicant shall be required to lend all possible assistance in the preparation, investigation, and documentation necessary for compliance with all applicable federal MAP-21 and FAST ACT (and any newly passed) legislation, and other requirements of the Arizona Department of Transportation (ADOT).

3. SCOPE OF WORK

The Scope of Work for this project is to provide traffic counts for FY2016, FY2017 and FY2018 on all functionally classified roads identified in the HPMS system, as well as a selection of regional and local roads of interest within the Sun Corridor MPO region. All traffic counts must be completed and entered into the ADOT HPMS system by the end of March each year (2017, 2018 and 2019)

Task 1: Project Management and Coordination

The Sun Corridor MPO Technical Advisory Committee (TAC) will provide oversight and will closely coordinate with the selected consultant. The Sun Corridor MPO TAC is comprised of representatives from all of the Sun Corridor MPO member jurisdictions as well as technical experts from other public agencies.

Irene Higgs or her designee will serve as the Sun Corridor MPO project manager for the project. The consultant will confer with the Project Manager on at least a monthly basis to review project progress and solicit direction. Regularly and specially-scheduled meetings with the Sun Corridor MPO TAC will allow the consultant to build and maintain the close working relationship essential for the project's success. Preliminary and draft materials developed during this project will be circulated to the Sun Corridor MPO staff and TAC for review and comment. Relevant comments and requests will be incorporated into the final documents, based on approval by the Project Manager.

Task 2: Stakeholder/Public Involvement

It is not anticipated that there will be any formal public open houses or meetings related to this project. However, the selected consultant can

anticipate several meetings discussing the project with the Sun Corridor MPO Staff and TAC. All meetings of the Sun Corridor MPO TAC are publicly noticed and conducted in accordance with the Arizona Open Meeting Law and are open to the public.

Task 3: Kick-Off Meeting(s)

The consultant shall hold a kick-off meeting with the Sun Corridor MPO Staff and TAC and hold individual meetings, as needed, in each of the Sun Corridor MPO member jurisdictions to discuss the project. The kick-off meeting will be held once the Notice to Proceed has been issued. The purpose of this meeting is to notify all governmental agencies of this project:

- Confirm count locations;
- Identify and perform counts on roads of interest for functional classification;
- Present draft schedule of counting dates within the specific areas;
- And answer any questions the agencies may have.

Coordination with local entities is essential to the success of this project.

Task 4: Research Historic Count Data within the Area

The consultant shall meet with state, county, and local agencies within the Sun Corridor region individually to determine if traffic data has been collected within the past three (3) years that has not already been entered into the HPMS system. The purpose of this task is to gather any existing data and use it as a base for comparison with the newly-collected traffic count data.

Traffic counts for the ADOT system may also be included in this research. If this data is available, the consultant shall incorporate the counts and speeds into the Data Tables as described in Task 6, along with the corresponding year the data was collected.

Task 5: Data Collection

The consultant shall provide traffic counts at various locations within the Sun Corridor MPO region, to include the following:

- Traffic counts on all roadways functionally classified above rural or urban minor collector within the Sun Corridor MPO region;
- Traffic counts will be conducted for 48 hour, directional splits, on all roadways classified rural or urban minor collectors or higher;
- Traffic counts should only be done on Tuesdays, Wednesdays or Thursdays during the months of October thru December. Schools should be in session and no special events going on that would show unusual amounts of traffic.
- The Sun Corridor MPO TAC will identify and request counts on up to 100 roadway segments on local roads that may have regional significance and may, based on these counts, be considered for future functional classification of rural or urban minor collector or above.
- Traffic counts shall include, at minimum, total vehicle counts, truck counts and speed data;
- The consultant shall provide a 'per intersection cost' for jurisdictions requesting counts of intersection turning movements. Intersection counts shall be conducted over a twenty-four (24) hour period.
- All traffic counts must be completed and entered into the ADOT HPMS system by the end of March each year (first year, March 2017).

A copy of the 2014 HPMS records showing the region's roadway segments classified rural or urban collector or above can be provided by the Sun Corridor MPO.

No traffic counts will be taken on the ADOT highway or interstate system as part of this project.

Task 6: Data Tables

Data tables shall be developed that incorporate all historic data retrieved from the governmental agencies within the region, including ADOT if necessary. The tables shall include average daily traffic volumes and average speeds documented by location and year collected. Additionally, all of the newly-collected data for 2016 shall be listed in the table. As availability of data allows, the tables shall include a column for the percent change in traffic volumes and average speed from the previous year. The data tables shall be submitted to Sun Corridor MPO and each member jurisdiction for review before

the data tables and maps are finalized, data is entered into HPMS system, and the summary report is produced.

Task 7: Data Formatting and Submittal Specifications

1. All collected traffic data under this project shall be submitted with the following conditions and requirements:
 - Traffic Data results must be furnished in an electronic format compatible with data reader(s) incorporated in ADOT's TDMS web portal without any re-work / reformatting required by ADOT staff.
 - The file-naming conventions must be in accordance with TCS Location number.
 - The datafiles must show traffic volumes by each 15 – minute recording interval. ADOT's TDMS is capable of importing 36 different formats of electronic files.
2. MPD - ADOT staff will upload the shapefile of all existing TCS locations on the TDMS website and it will be responsibility of the consultant to upload and link the electronic files with the existing shapefile of TCS locations on the TDMS.
3. Missing/Inaccurate TCS locations shall be created in TDMS, assigned Unique TCS Location number working with ADOT Staff and shall be linked to the collected traffic data.
4. Data should be submitted, with a summary manifest. The data can be submitted in spreadsheet format.
5. A summary manifest of all traffic counts taken under this project should include but is not limited to the following information for each traffic count that is collected:
 - a) Name of road/ramp and nearest cross-section details
 - b) TCS station identification number
 - c) Start Date of counts - including calendar day of week (Monday, Tuesday, etc.)
 - d) Total duration of the count in hours
 - e) Raw count values and travel direction (if applicable)
 - f) Accurate GPS coordinates of where the count was taken
 - g) Vehicle classification
 - h) Other useful, relevant notes (field notes) about the traffic count sets

6. In order to process the raw traffic data collected by the contractor in a more timely fashion, it is requested that the traffic counts be uploaded on TDMS periodically via logging into the web portal. A brief narrative should be provided to the Project Manager via email about the uploaded data.

Task 8: HPMS Entry

All new counts will be entered into the state's HPMS system for the next reporting year and confirmation of completions submitted to the Sun Corridor MPO project manager for transmission to member jurisdictions. HPMS data requires the following data to be entered:

- Name of road, beginning and termini
- Jurisdiction responsible for maintenance
- Segment length (miles)
- Functional class
- Number of lanes
- Type of surface
- Traffic Count (includes AADT or Raw Traffic Count With Weekday, Month and Year performed)

The consultant will provide the HPMS data to ADOT in a Microsoft Excel file to include ADTs along with a description of the count location and latitude and longitude of the count location.

Task 9: Traffic Count Map

The 2016 Sun Corridor MPO Traffic Count Map must be created by the consultant using ACAD, ArcView or a similar graphics program as Sun Corridor MPO does not have maps for this type of use. Data should be in a format that is compatible to member jurisdictions GIS system. Layers developed should be available for use by the member agencies. A new map update shall be created for each year's counts.

The traffic count map shall be in color and shall show all functionally classified roads for each jurisdiction, including local and urban roads. The map shall also show the ADT, the bi-directional traffic volumes, the average speeds, the 85th percentile speeds, and the vehicle classification for each location counted.

Task 10: Summary Report

The consultant will produce a brief summary report to include the activities completed, the results of the project, and recommendations for roadways that should be considered for federal functional classification. This report will also include recommended scheduled updates for future counts within the Sun Corridor MPO region as a basis for developing a continual traffic counting program either by jurisdiction or region wide.

4. UNDERSTANDING THE WORK

Applicants should visit the Sun Corridor MPO region and take such steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which may affect the work or the cost thereof. Failure to do so will not relieve Applicant from responsibility for properly estimating the difficulty or cost of successfully performing the work.

Submission of a Proposal shall be construed as evidence that the Applicant is familiar with the Scope of Work and conditions involved. Sun Corridor MPO will not assume responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract.

Equipment: The consultant shall provide all necessary labor, tools, equipment, and supplies to perform the traffic count services. The consultant shall provide all traffic counters to perform the project and the traffic counters shall be calibrated within the last six months using the appropriate calibration techniques as specified in the counter user's guide. The traffic count machines shall be calibrated to plus-or-minus five percent of each other. The traffic counts may be audited for accuracy. If any audited traffic count does not meet the plus-or-minus five percent accuracy, the count shall be recounted at the expense of the consultant. The consultant shall coordinate with each respective community where the equipment shall be placed to avoid any conflict, such as but not limited to, street sweepers or road maintenance. Traffic counters must be able to obtain counts on dirt roads as well as on very wide, un-striped roadways.

Worksite: The consultant shall set up all equipment in such a way so that it does not impede the normal pedestrian movements within the area. The consultant shall obtain documented approval and agency permits prior to placing any equipment on/or attached to private property. Traffic cones shall be placed at the gutter where traffic counters are being used to alert street sweepers where the equipment is located. All traffic technicians while outside their vehicle on the worksite shall wear visible safety vests, in compliance with current MUTCD apparel standards, in good working condition at all times. Any work trucks used on the worksite to install traffic counters must have an operating light bar or strobe beacon at all times. Work trucks are not permitted to park on sidewalks, and must minimize creating dust while on the worksite. The consultant shall accomplish all traffic counts in a manner that is not destructive to the worksite or any object(s) located on the worksite. The consultant is responsible for any damage caused to the worksite or any object(s) located on the worksite or on private property. The consultant will be responsible for obtaining any right-of-way permits required by federal, state or local agencies.

Communication: The consultant shall maintain a working phone line, fax line, and email address for communication during the project. In case of emergency or problems with the equipment the consultant shall be available 24-hours a day. If a problem arises, the consultant needs to be available to remedy the situation. If communication between Sun Corridor MPO and the consultant is deficient, then an alternate form of communication shall be agreed upon by both parties. If for any reason a traffic count cannot be completed, the consultant shall notify the local jurisdiction and Sun Corridor MPO to determine what actions will take place. On a weekly basis, the consultant shall email a report based on the previous week's progress.

5. DELIVERABLES

The consultant shall provide the finalized Data Tables and a Traffic Count Map as outlined in Tasks 6 and 8, upon completion of the project. The Data Tables shall be in electronic formats of both PDF and Microsoft Excel. The traffic volume data shall be broken down by location and include, at minimum, volume, speed and classification. Project documents should be prepared using Microsoft Word, Excel, and PowerPoint, where applicable.

The following includes the expected deliverables for this project:

- One (1) CD and one (1) hard-copy of the original information downloaded from the traffic counters shall be provided to Sun Corridor MPO.
- Six (6) CD's containing data tables, any working papers and summary report for each of the Sun Corridor MPO member jurisdictions and other TAC agencies. Must be in a format that is compatible to member jurisdictions GIS systems. Layers developed should be available for use by the member agencies. One (1) CD containing the electronic version and one (1) hard copy of each member jurisdiction's data and up to five (5) large-format traffic volume maps for that specific jurisdictional boundary.
- One (1) CD containing the electronic version (PDF) and six (6) large-format traffic volume maps of the Sun Corridor MPO region.
- All data required for HPMS entry for the federally functionally classified roads within the Sun Corridor MPO region will be submitted in coordination with ADOT into the HPMS system for the next reporting period.
- A minimum of two (2) presentations to the Sun Corridor MPO TAC at the beginning and conclusion of the project to describe the scope of work, results, recommendations and answer jurisdictional questions.

6. RESPONSIBILITIES

In addition to the tasks and deliverables described in this document, the consultant will be responsible for:

- Participating as a member of the project team in developing all materials used in Sun Corridor MPO TAC meetings;
- Providing the technical information needed to produce materials for all outreach activities;
- Scheduling and taking minutes of stakeholder meetings/interviews if any are needed;
- Attending meetings with the Sun Corridor MPO TAC, stakeholders, the public, and others as needed to perform the project tasks.

In general, the **Sun Corridor MPO Project Manager** will be responsible for:

- Overall management of the project, including the review and final approval of all materials produced by the project. This will be done with the concurrence of the Sun Corridor MPO TAC member for each participating jurisdiction;
- Coordinating with the project team regarding all aspects of the outreach process;
- Providing technical input and administrative guidance, as needed, to the project team;
- Communicating with the Sun Corridor MPO TAC regarding meetings, review of working papers, etc.

7. DBE GOAL /COMMITMENT, COMPLIANCE AND REPORTING

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 Disadvantage Business Enterprises (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.

A DBE goal of **5.00** % has been established on this contract. The consultant is encouraged to obtain DBE participation above and beyond the goal on this project. See **Appendix A** for additional contract DBE commitment, compliance and reporting requirements.

The consultant shall identify how it intends to meet or exceed DBE participation within its RFP.

If unable to achieve this goal, the consultant should identify the good faith effort made towards this goal and associated with the stated tasks. Consultant and Sub-consultant Affidavits and/or Good Faith Effort Certification will be required and shall be submitted with the cost proposal, upon contract acceptance.

The Consultant is required to adhere to the commitment made to utilize certified 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 Forms*** that are included herein.

8. DOCUMENTATION OF CONSULTANT PROGRESS

A progress report shall also accompany each monthly project billing. The report shall include, at a minimum, a statement of work accomplished to date and during the billing period, the budgeted amount by work task, and percent completion, the hours expended and cost for the billing period, and the amount spent to date.

9. COMPENSATION

All work described in the ‘*Scope of Work*’ shall be completed to the satisfaction of the Sun Corridor MPO’s Technical Advisory Committee, the Sun Corridor 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
- **Six (6) 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 **Request for Proposal for the Regional Traffic Count, Data Collection and Mapping** Project. Submitted proposals become the property of the Sun Corridor MPO and will not be returned.
- 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 submit 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 responsible. The Consultant should respond to these items in the order below. To facilitate the evaluation of each proposal, potential consultants 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 project. The reviewer should be able to readily see and understand the refined scope being presented by the consultant.

4. **Facilities and Equipment Available:** Identify the location of the base of operation for this project. Provide a listing of the number and type of traffic data collection equipment and software that will be used on the project.
5. **Project Personnel** – Provide an organization chart identifying all key personnel who will actually lead and conduct the 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 project.
6. **Project Schedule:** Provide a Gantt style (bar chart) timetable for accomplishing the tasks outlined in the proposed scope of work.
7. **Project Budget:** Provide a standard line item budget that is structured similarly to the tasks identified in the RFP’s scope of work. At a minimum, the budget must show project personnel, job title, required hours of work, and hourly charge rates. Direct expenses may include, but are not limited to; travel/mileage, telephone, postage, and reproductions, etc.

8. **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 forms with the Proposal will result in the Proposal being rejected.** Required forms to include in this appendix include:

- **Request for Proposal Certifications Form Page 27 - 29**
- **Sun Corridor MPO DBE Commitment Form Page 30**

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 a portion of their allocated Surface Transportation Program (STP) for the purpose of this project. In support of the plan, Sun Corridor MPO is partnering with the cities of Casa Grande, Eloy, Coolidge and Pinal County to provide the local government match for the funding (in the form of in-kind or cash match).

Budget -The maximum not-to-exceed budget for this proposal is \$50,000 for FY2016, \$25,000 for FY2017, and \$25,000 for FY2018.

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 projects	15
4.	Experience and qualifications of the key personnel on the team	10
5.	Proposed Schedule and budget	10



6.	Does Consultant have DBE, MBE, or WBE status	5
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 Regional Traffic Count project. 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 may be determined based upon the composite score of the Consultant Selection Committee members. A presentation/interview session with each of the short listed firms may comprise the second half of the consultant evaluation and selection process. In the presentation/interview, shortlisted firms may 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.	Observation of 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	20
5.	Specific reasons why the firm should be engaged 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. 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 2nd 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

May 11, 2016	RFP Advertised
June 9, 2016	Proposals Due Date – by 2:00 PM
June 16, 2016	Consultant Selection Committee reviews proposals and ranks top firms for presentations/interviews
June 30, 2016	Consultant Presentations/Interviews (optional)
June 30, 2016	Notification to Firm Selected
June 30, 2016	Selected Firm Approved by TAC
July 12, 2016	Selected Firm Approved by EB
August 25, 2016	Professional Service Agreement Approved by TAC
September 13, 2016	Professional Service Agreement Approved by EB
September 14, 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 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 Director, Sun Corridor MPO
211 N Florence Street, Ste. 103
Casa Grande, Arizona 85122
Or via Email: 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 sub-consultant. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

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

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

3. ACCESS TO THIRD PARTY CONTRACT RECORDS

Pursuant to A.R.S. §35-214, the Consultant and its 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 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 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 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 MPO reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to 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 MPO, based on the agreed Scope of Work.

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 as 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 MPO, the termination shall not affect any rights of the MPO against Consultant then existing or which may thereafter accrue.

c. Termination for Misrepresentation: The 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 MPO. Any such action is subject to the legal and contractual remedies available to 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. DEBARMENT AND SUSPENSION

Consultant shall not make any award or permit any award (sub-grant or contract) to 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".

8. 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.

9. 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).

10. 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).

11. 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.

12. 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.

13. DISADVANTAGE BUSINESS ENTERPRISE (DBE)

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

18. FORMS

Responders to the Request for Proposals are **required** to sign and return with their response the following two forms:

- **Request for Proposal Certification Form – Page 27 - 29**
- **Disadvantaged Business Enterprise (DBE) Goal Commitment – Page 30**

Failure to sign and submit the required forms with the proposal will result in the proposal being rejected.

7.	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.
8.	No Federally appropriated funds have been paid or shall be paid, by or on behalf of the Consultant for the purpose of lobbying.
9.	If project is funded 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.
10.	The Consultant will utilize all Project Team members, sub-consultants and DBE firms, if applicable, submitted in the RFP, and will not add other Project Team members or sub-consultants, unless the Consultant has received prior written approval from MPO Director.
11.	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.
12.	If selected, the Consultant is committed to satisfactorily carry out the Consultant's commitments as detailed in the contract and its RFP proposal.
13.	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).
14.	The Consultant is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency.



15.	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.
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I hereby certify that I have read and agree to adhere to the fifteen (15) statements above and/or 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:* _____



Sun Corridor MPO

Professional Services/Engineering Design

Project-Specific Contract

Disadvantaged Business Enterprise (DBE) Goal Commitment

Contract No.: PSC1501P

(_____) Firm Name, (CONSULTANT) certifies that:

(CHECK ONE)

The established 5.00% goal for DBE participation will be met and subcontract agreements have been made with certified DBEs for the above referenced contract;

Or
The CONSULTANT has been unable to meet the established 5.00% goal but has made good faith efforts to do so for the above referenced contract.

Firm Name: _____

Principal Name: _____

Principal Signature: _____

Date: _____

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.

APPENDIX A – Professional Service Contract – With DBE Goal

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES – COMMITMENT, COMPLIANCE AND REPORTING

1. Arizona Department of Transportation (ADOT) (herein referred to as 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. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT'S policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts. It is also ADOT'S policy to:

- a. Ensure nondiscrimination in the award and administration of federally-funded contracts;
- b. Create a level playing field on which DBEs can compete fairly for federally-funded contracts;
- c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility requirements are counted as DBEs;
- e. Help remove barriers to the participation of DBEs in federally-funded contracts; and
- f. Assist in the development of firms that can compete successfully in the marketplace.

The Federal regulations require a recipient of federal highway funding to implement an approved DBE Program that consists of establishing a statewide DBE utilization goal that uses race-neutral means to the maximum feasible extent to achieve the goal. Where race-neutral measures prove inadequate to achieve the goal, the STATE is required to use race-conscious measures, such as a DBE participation goal for individual contracts.

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 efforts 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.

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

2. DBE GOAL/COMMITMENT AND DOCUMENTATION:

a. A DBE GOAL OF **5.00** % HAS BEEN ESTABLISHED ON THIS CONTRACT. THE CONSULTANT IS ENCOURAGED TO OBTAIN DBE PARTICIPATION ABOVE AND BEYOND THE GOAL ON THIS PROJECT.

b. The CONSULTANT is required to adhere to the commitment made to utilize certified DBEs as indicated in the firm's Statement of Qualifications (SOQ) or the CONSULTANT and Subconsultant DBE Affidavits submitted, or subsequently agreed to during negotiations.

c. The CONSULTANT is also required to utilize DBEs at or above the DBE goal established in this CONTRACT if Contract Modifications increase the value of the CONTRACT. If ADOT determines that the CONSULTANT has not met the DBE goal or has not made an adequate good faith effort to meet the DBE goal as Contract Modifications increase the value of the contract, ADOT reserves the right to disapprove the Contract Modification negotiations with the firm. If the CONSULTANT wishes to dispute the Good Faith Effort determination, the CONSULTANT may escalate the decision according to the levels outlined in Section 4.09 (DISPUTE ESCALATION) of this CONTRACT. The ADOT Business Engagement and Compliance Office (BECO) will be represented at each escalation level with the goal of resolving the matter at the lowest possible level.

3. COMPLIANCE:

a. This CONTRACT is subject to DBE compliance tracking for the CONSULTANT and its Subconsultants. Lower-tier Subconsultants and Vendors are required to provide any requested DBE CONTRACT compliance-related data in hard copy or electronically as determined by the STATE, including written agreements

between the CONSULTANT and Subconsultant DBEs. The CONSULTANT shall report the amount earned by and paid to each DBE and Non-DBE Subconsultants working on the project for the preceding month on each monthly Progress Payment Report. The CONSULTANT is responsible for ensuring that the CONSULTANT and all its Subconsultants and lower-tier Subconsultants have completed all requested items and that their contact information is accurate and up-to-date.

b. The CONSULTANT'S achievement of the DBE goal is measured by actual payments made to the DBEs. At the completion of the project, the CONSULTANT shall complete and submit a *Certification of Payments to DBE Firms* affidavit for each DBE firm working on the project. This affidavit shall be signed by the CONSULTANT and the relevant DBE Subconsultant and submitted to Sun Corridor Metropolitan Planning Organization (SCMPO) and BECO.

4. REPORTING AND SANCTIONS:

a. ADOT is required to collect DBE participation data on all Federal-aid projects, whether or not there is a stated DBE goal/commitment on this CONTRACT. Therefore, 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. If the CONSULTANT and its Subconsultants do not provide all required DBE usage and payment information with the monthly Progress Payment Reports (PRs) submittals for the preceding month, the STATE 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 STATE 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.

b. DBEs shall confirm the payments received from the CONSULTANT through BECO's DBE Contract & Labor Compliance Management System (**DBE System**).

c. After execution of this CONTRACT and before the first Payment Report/Invoice is submitted to SCMPO, the CONSULTANT is required to log into the online DBE System (<https://arizonalpa.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 to help ADOT track payments to DBE and Non-DBE Subconsultants on the project and to confirm that the scope of services and commitments made via the DBE Intended Participation Affidavits are being met.

d. All DBE and non-DBE subcontracting activities and payments shall be reported by the CONSULTANT. All DBE subcontracting activities will be counted toward DBE participation. This includes lower-tier subcontracting activities regardless of whether or not the DBE is under contract with another DBE.

5. At the completion of the CONTRACT, the CONSULTANT shall submit 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.

6. DBE SUBSTITUTION OR REPLACEMENT:

a. The CONSULTANT shall not terminate a DBE Subconsultant listed in the SOQ or in the CONSULTANT or Subconsultant DBE Affidavit submitted with each approved Task Order without the prior written approval by the STATE.

b. If a DBE Subconsultant is terminated, or fails to complete its work on this CONTRACT for any reason, the CONSULTANT shall make a good faith effort to find another DBE to perform at the least the same amount of work under the CONTRACT as the DBE that was terminated, to the extent needed to meet the DBE commitment percentage established in this CONTRACT.

7. The DEPARTMENT, at its sole discretion, may terminate the CONTRACT at any time if the DEPARTMENT determines that the CONSULTANT is not satisfactorily meeting the DBE goal/commitment stated in the CONTRACT or is not making satisfactory good faith efforts to meet the goal.

COUNTING DBE PARTICIPATION

In counting the DBE participation, the DEPARTMENT shall apply the rules in 49 CFR §26.55. The firm shall count only the value of the work actually performed by the DBE toward DBE goals.

1. 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.

2. 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).

3. 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.

4. 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.

5. 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.