



**REQUEST FOR PROPOSALS (RFP)**  
**Yuma Metropolitan Planning Organization**  
**Comprehensive Safety Action Plan**

**Release Date: March 26, 2026**  
**Deadline for Submission: April 23, 2026**  
**Contact Person: Crystal Figueroa**

**Released By:**  
**Yuma Metropolitan Planning Organization**  
**230 West Morrison Street**  
**Yuma, Arizona 85364**  
**(928) 783-8911**

**CFDA**  
20.939

**Agency**  
USDOT

**Grant Program**  
SS4A

**Title**  
Comprehensive Safety Action Plan

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**RELEASE DATE:** March 26, 2026

**CLOSING DATE:** Proposals must be received by April 23, 2026, at the address listed below:

**CONTACT PERSON:** Crystal Figueroa, Executive Director  
Yuma Metropolitan Planning Organization  
230 West Morrison Street  
Yuma, Arizona 85364  
Phone: (928) 783-8911

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## **SECTION I: SOLICITATION**

The Yuma Metropolitan Planning Organization (YMPO) solicits qualifications and a proposed approach in written format for professional services to complete a Comprehensive Safety Action Plan (CSAP) for the YMPO region, excluding the City of Yuma, since the City of Yuma is currently developing its own safety study.

Consultants/firms submitting proposals shall demonstrate experience in general transportation and safety planning, including traffic analysis, systemic safety analysis, travel demand modeling, transportation facility design, and project management. Experience developing Comprehensive Safety Action Plans, Vision Zero plans, or similar data-driven safety initiatives and applying the Safe System Approach is strongly preferred.

The YMPO requests that the Comprehensive Safety Action Plan be completed by September 9, 2027.

**Submittals must be at the YMPO office by the deadline of 3:00 p.m. local time on April 23, 2026.** An original and thirteen (13) copies of the proposal are to be provided.

## **SECTION II: YMPO AREA OF COVERAGE AND STATUS OF PLANNING**

The Federal-Aid Highway Act of 1962 first required the designation of Metropolitan Planning Organizations (MPOs) in urbanized areas. Following the 1980 US Census, it became apparent that the Yuma metropolitan region had passed the population total and density thresholds required for MPO designation.

The City of Yuma and Yuma County initially established the MPO. Based on resolutions by the affected municipalities, on February 3, 1983, Arizona Governor Bruce Babbitt formally requested the Federal Highway Administration (FHWA) to recognize the YMPO as

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the Metropolitan Planning Organization (MPO) for the Yuma Urbanized Area. The new MPO included the Cities of Yuma, San Luis, and Somerton, the Town of Wellton, portions of Yuma County, and the small urban place of Winterhaven, California.

Because the boundary of the YMPO's planning area, although predominantly in Arizona, included a portion of California, it was designated a Bi-State MPO. The FHWA approved the YMPO on February 7, 1983. In late 1998, the YMPO Executive Board approved the addition of the Cocopah Indian Tribe as a full voting member of the MPO.

The Governing Body of the YMPO is the YMPO Executive Board (the Board). The Board is comprised of elected representatives from the governmental agencies within YMPO, plus a member of the Arizona State Transportation Board (AZSTB), appointed by the Governor. The Board appoints a senior administrator with responsibility for the day-to-day running of the YMPO, and her/his title is the YMPO Executive Director.

### **SECTION III: PROJECT BACKGROUND AND OVERVIEW**

YMPO was awarded a Safe Street and Roads for All (SS4A) grant in Fiscal Year 2024. The SS4A program supports regional efforts to prevent roadway fatalities and serious injuries. The purpose of the Scope of Work is to build upon the 2019 YMPO Regional Strategic Transportation Safety Plan (STSP) and incorporate Safe System Approach principles consistent with USDOT guidance and SS4A program expectations in the development of the Comprehensive Safety Action Plan (CSAP) for the region.

While the City of Yuma was awarded its own SS4A grant in 2023 and is currently developing a Road Safety Action Plan, the YMPO CSAP will focus on the remaining jurisdictions and will coordinate with and incorporate the City's findings, strategies, and recommendations to ensure a consistent and comprehensive regional safety approach. Given that the City of Yuma represents the largest share of the region's population, this coordination is critical to developing an effective and unified regional safety framework.

The document will identify locations with higher safety concerns by type, including vehicles, pedestrians, and bicycles. Additionally, the document will reevaluate the regional goals in consistency with the Arizona Strategic Highway Safety Plan and the YMPO FY 2026-2050 Long-Range Transportation Plan.

The CSAP also includes a Demonstration Activity, which will conduct MUTCD Engineering Studies that further safety applications of the MUTCD. These studies will consist of traffic signal warrant studies and pedestrian hybrid beacon (PHB) warrant studies for 20 locations in the region. With CRFs of 67% for angle crashes after installing signals and 57% for pedestrian crashes after installing PHBs, these warrant studies will

identify locations that have a significant impact on reducing fatal and serious injury crashes through the installation of appropriate traffic control devices. CSAP will help prioritize locations in need of traffic signal and PHB warrant studies.

The implementation plan will include a guide for member agencies to apply for the SS4A Implementation Grants. Implementation Grants provide Federal funds to implement projects and strategies identified in the CSAP to address a roadway safety problem. Applicants must have an eligible Action Plan to apply for an Implementation Grant.

#### **SECTION IV: SCOPE OF WORK**

The Scope of Work is provided as a guide to the type of work this study will involve. Proposers are encouraged to offer refinements to this Scope in their proposals. The Plan's Scope of Work includes: Existing Conditions, Public Outreach, Revision of Goals, Analysis of Safety Resources, a Demonstration Activity, and an Implementation Plan. Further details of the Scope of Work for this study will be contained in Appendix A.

#### **SECTION V: TASK PRODUCTS**

The products of this study are also contained in the proposed Scope of Work that is included as Appendix A.

#### **SECTION VI: RESOURCES**

The YMPO will provide the consultant with readily available information upon request. The consultant shall maintain the confidential and proprietary nature of any such information provided by YMPO. The consultant shall collect, organize, and summarize any additional information that the project manager deems necessary for development of the YMPO CSAP. Previous studies that may be of interest include: the most recent YMPO Long-Range Transportation Plan (LRTP), the 2019 YMPO Regional Strategic Transportation Safety Plan (STSP), and the Yuma Road Safety Action Plan (RSAP)

#### **SECTION VII: TIME-FRAME AND COST**

The estimated timeframe for this project is approximately fifteen (15) months from the date of the notice to proceed, with intermediate deliverables due in accordance with the schedule as agreed between YMPO and the Proposer(s) at a cost not to exceed \$500,000. The anticipated date of the notice to proceed is **June 8, 2026**.

The CSAP is to be completed by September 9, 2027. The consultant shall provide a proposed schedule for completion of the CSAP, and progress charts should be provided to illustrate the interrelationships and scheduling of the major tasks, deliverables, and meetings.

## **SECTION VIII: SMALL AND DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

The Yuma Metropolitan Planning Organization (YMPO) will not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of any USDOT-assisted contract.

As a direct recipient of U.S. Department of Transportation (USDOT) funding under the Safe Streets and Roads for All (SS4A) program, Disadvantaged Business Enterprise (DBE) program requirements under 49 CFR Part 26, including DBE goal setting, are not applicable to this procurement.

The Recipient shall expend all funds under this award in compliance with the requirements of **2 C.F.R. § 200.321**, including any amendments thereto. In accordance with these requirements and the USDOT SS4A Grant Agreement Terms and Conditions (Article 18, Section 18.2), proposers are encouraged, when possible, to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered in the performance of this contract.

## **SECTION IX: DOCUMENTATION OF CONSULTANT PROGRESS**

The consultant shall provide brief monthly written progress reports to the YMPO project manager. Bi-monthly presentations, at a minimum, shall be given to the YMPO TAC committee on the project's status. The consultant shall also provide a presentation to the YMPO Executive Board at least twice a year, with a final report presentation to both the TAC and the Board. Brief written progress reports shall accompany each project billing. These reports shall include, at a minimum, a statement of work accomplished to date and during the billing period, the budgeted amount by work task, the percentage of completion, the hours expended and cost incurred during this billing period, and the amount spent to date. During contract negotiations, the YMPO Executive Director will discuss the desired format and content of project billings with the consultant.

The consultant, at its own expense, is responsible for printing and distribution of all project deliverables, draft documents, and final documents.

## **SECTION X: COMPENSATION**

All work as described in Section IV "Scope of Work" and Section V "Products" shall be completed to the satisfaction of the YMPO's TAC, Executive Director, and the Executive Board.

Progress payments can be made, upon request, following submittal and satisfactory review by the YMPO Executive Director of written progress reports and as described under Section IX "Documentation of Consultant Progress."

## SECTION XI: GUIDELINES AND PROPOSAL CONTENT FOR RFP SUBMITTAL

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

1. The proposal shall not exceed 30 pages, including the cover letter, and appendices. Proposals are to be prepared using standard white 8.5" x 11" paper with 1" margins, 12-point font only for text content, 10-point font minimum for tables, charts, graphs, and captions.
2. The consultant may include up to three (3) electronic sample reports in PDF format demonstrating similar work. At least one (1) report is required and shall be provided on the flash drives mentioned in Item 4. Sample reports are not included in the 30-page proposal limit.
3. Thirteen (13) bound hard copies of the proposal shall be submitted to the YMPO.
4. Thirteen (13) USB flash drive(s) containing the complete proposal in electronic PDF format, including any sample reports stated in Item 2.
5. All expenses incurred by the consultant/firm in preparation for the response to this Request for Proposal (RFP) shall be borne by the consultant/firm.
6. Proposals should be marked: YMPO Comprehensive Safety Action Plan (CSAP).

### 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 these items in the order listed below.

To facilitate the evaluation of each proposal, potential consultants are required to adhere to the following format:

- **Cover Letter** – A one-page cover letter shall be included as part of the proposal summarizing the key elements of the submittal. The letter shall include contact information for the firm's primary contact regarding the proposal and must be signed by an authorized representative legally permitted to bind the submitting entity.
- **Introduction** - Include the general project approach, project management methodologies, and any applicable experience and qualifications of the consultant/ firm and its subcontractors.
- **Scope of Work** - Address how the potential consultant proposes to accomplish the individual tasks contained in the RFP scope of work.
- **Project Personnel** - Include names of all project personnel, including subcontractors, along with their job titles, duties, responsibilities, and resumes. In a separate

table, by task, include all project personnel, including subcontractors, along with job titles and required hours of work.

- **Project Schedule** - Provide a Gantt-style timetable for accomplishing the tasks outlined in the proposed scope of work. Assume the notice to proceed per the procurement timeline provided below. Show the approximate dates for TAC meetings, stakeholder meetings, public outreach meetings, presentations to the elected officials and Executive Board, and other required meetings.
- **Experience and References** - Provide descriptions of at least three (3) previous projects similar to the services requested. For each project, provide the following:
  - 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, current contact phone number, and email address)
  - Roles of individuals assigned to this project on the cited reference project.
  - List any present activities and job commitments, including an indication of availability to pursue completion of the work tasks as described in the scope of work.
- **Project Budget** – Provide a cost proposal for the scope of services that is structured to address the proposed budget amount for each of the tasks identified in the scope of work. The budget must show project personnel, job title (role), hourly charge rates, estimated hours of work, total amounts for each task, the budget amount for services provided by each sub-consultant, and the total amount for completing the CSAP. Direct expenses may include, but are not limited to, travel/mileage (federal rate), telecommunications, postage, deliveries, printing, etc. In a separate section of the cost proposal, provide the same information for each sub-consultant to be employed, helping the prime complete the work to prepare and deliver the CSAP. A sample Staffing/Cost Table is shown in Appendix B. Cost will not be used as a scored evaluation factor. Budget information will be reviewed for reasonableness and used during contract negotiations with the selected firm.

#### **APPENDIX D – Required Forms**

Forms required to be completed and provided with the consultant’s proposal. Failure to provide the listed forms will result in the proposal being rejected. Required forms to include are:

- Lobbying Certification
- Government Debarment and Suspension
- Proposal Certification Form
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### Questions & Comments

Any questions, requests for information, interpretation, or comments regarding the RFP must be submitted by mail, or email to Crystal Figueroa, Executive Director, Yuma Metropolitan Planning Organization, 230 West Morrison Street, Yuma, Arizona 85364, email: cfigueroa@ympo.org. **QUESTIONS OR COMMENTS MAY BE RECEIVED, BUT WILL NOT BE RESPONDED TO, OVER THE TELEPHONE.**

To limit the time for answering questions, no questions will be accepted after 3:00 p.m. on April 6, 2026. YMPO staff will respond to ALL proposers' questions in an online matrix format by April 8, 2026.

## SECTION XII: QUALIFICATIONS AND EVALUATION

The YMPO is seeking professional services from a consultant/firm that has both the educational background and demonstrated experience in transportation planning and in the development of a Comprehensive Safety Action Plan. The following items should be included in the proposal:

1. **Objectives of the Project:** This should be a set of proposed technical objectives upon which the study efforts are to converge. The objectives should convey clearly and concisely the intent of the project. Objectives stated in the proposal should reflect the proposer's creativity and understanding of the project.
2. **Content and Presentation of Anticipated Products:** A listing of proposed Work Tasks that the consultant has identified for this project. For each Work Task, include applicable work, issues, problems, and potential solutions, and explain how the anticipated results will be reported and presented. The final Scope of Work will be included in the contract. Refinement of the Scope of Work will be an individual Work Element.
3. **Project Staff:** Describe how the Work Tasks will be achieved through the use of available staff. This information should include the following topics and be similar to (but not necessarily identical to) the Staffing Table shown in Appendix B.
  - Consultant/firm name and names of team members
  - Role of each team member
  - Percent effort (time) of each team member for the contract period (i.e., identify in percentage the team member's commitment to this project compared to their total workload in the consultant/firm).
  - Percent of effort scheduled for each team member on each Work Element. (i.e., percentage compared to their total commitment to the project).

- Show the study's organizational chart, including identification of the project manager.
4. **Qualifications, Experience, and Staff Stability:** Provide a statement of relevant qualifications and experience of each project team member, and the length of time each member has been with the consultant/firm. Of particular interest is the number and complexity of similar studies conducted by the project manager and team members. Commitments of key personnel identified in the proposal will be a requirement of the executed contract. Any experience listed should be within the last ten years. Current registration with the Arizona State Board of Technical Registration must be in good standing.
  5. **Relevant Projects and References:** A listing of projects completed in the last ten years, by both the prime consultant and any sub-consultants, which involve work similar to that which is being proposed for this study. Include the following in each:
    - Inclusive project dates (distinguish between completed and in progress Studies or Plans).
    - Name and address of organization for which the project was performed.
    - Name and current telephone number of an individual in the client's organization who is familiar with the previous work.
    - Short description of the study.
    - Listing of the staff members proposed in this proposal who participated in the previous Study, Report, or Plan.
  6. **Project Schedule and Cost Control Approach:** The schedule and budget will be evaluated to determine how well the firm manages the schedule and budget throughout all phases of the project to meet the project's objectives. The Consultant shall identify all major work items in the project, including those with realistic and critical start and stop dates. The completion dates shown on the schedule will likely be used in the contract unless modified.
  7. **Quality Control Ability:** Demonstrate the firm's ability to provide quality control oversight of activities through all phases of the project. Describe the method(s) your proposed team will employ for this project.

The YMPO, if needed, will appoint a Review Sub-committee from the YMPO TAC to review the proposals and recommend a preferred candidate. The Choice of consultant/firm will be determined as follows: Technical merit will determine ranking, and will be based on a combination of factors in evaluating all proposals

**Evaluation Criteria:** Proposals will be evaluated according to the most qualified, in the opinion of the review committee. The review sub-committee reserves the right to contact and evaluate the Consultant's references; contact any Consultant to clarify any response; contact any current clients of a Consultant; and solicit information from any available source deemed pertinent to the evaluation process.

A panel of evaluators will rate all proposals. The total points given to a proposal by the individual evaluators will be averaged to determine the proposal's overall score. All proposals will be evaluated on the following basis:

- Project Understanding and Approach (45%)
- Strength of Team and Relevant Projects (30%)
- Project Schedule and Cost Control Approach (15%)
- Quality Control Ability (10%)

YMPO may request additional information while reviewing proposals. YMPO also reserves the right to select a consultant/firm, or individual directly after reviewing the proposals, or it may determine it advisable to conduct interviews prior to awarding the contract.

### **SECTION XIII: SELECTION PROCESS**

Based on the technical factors outlined in Section XII, the YMPO's Selection Committee will evaluate and rank submitted proposals and qualifications to identify the most qualified firm to undertake the YMPO Comprehensive Safety Action Plan. The Selection Committee MAY choose to select a consultant directly based on the proposal review and ranking if a clear-cut best firm/ team is identified. The consultant will be chosen for negotiation of a final contract cost. If a joint agreement on cost is not reached with the consultant/firm, YMPO will terminate the negotiation activities in writing and enter into negotiations with the next best consultant/firm.

It is anticipated that proposals will be reviewed by YMPO staff in conjunction with the review committee. The Consultant Selection Committee may also choose to interview a maximum of three of the submitting firms determined to be the most qualified for all the submittals. Notifications of acceptance or rejection by YMPO will be made in writing to all proposers.

The review committee shall score each proposal and shall make a recommendation to the YMPO Executive Board based on the criteria set forth above. The YMPO Executive Board shall make the ultimate selection of the PROPOSER. The Executive Board will make the award consistent with Federal guidelines to better assure funding, and it may

take into account both objective and subjective impressions gained from the evidence and arguments presented, as well as the product of such individual investigation as Board Members may conduct prior to the final decision.

1. **General:** YMPO has published this Request for Proposals. It is the intent to award the Agreement to the consultant/firm (Consultant) that most closely meets the specific needs of YMPO, not solely based on price.
2. **Initial Screening:** YMPO's Review Committee will make an initial evaluation of all proposals. Upon that initial evaluation, the Committee will rank the proposals received in general order of quality, and by how closely the proposals meet YMPO's needs. YMPO reserves the right to award Agreement to other than the lowest cost proposal allowing for a more responsive proposal that addresses all of the above criteria and best satisfies YMPO's needs. YMPO also reserves the right to reject all proposals.
3. **Interviews, Inspections, Best and Final Offer:** Consultants may be required and shall be prepared to attend an interview with the Review Committee. The consultant project manager must be available to answer questions at the interview. YMPO may choose, at its sole option, not to interview all Consultants or conduct any interviews. YMPO may reject any or all proposals submitted, or at its sole discretion, award the Agreement to the best Consultant without any interviews. YMPO may ask all Consultants or only those determined to be within the competitive range to submit a Best and Final Offer. If this step is to be included, detailed instructions will be provided at the time of the request.
4. **Selection Criteria:** An initial screening of proposals for completeness and to verify that minimum YMPO requirements are met will be undertaken, and YMPO will reject as non-responsive any proposal that does not include all the required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed. YMPO may request additional information while reviewing proposals.

#### **SECTION XIV: GENERAL TERMS AND CONDITIONS**

The RFP does not commit YMPO to award an Agreement, to pay any cost incurred in the preparation of the consultant/firm's RFP response, or to procure or contract for services or supplies. YMPO reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Submission of a proposal means that the Consultant hereby agrees to all terms and conditions set forth in all the pages of this solicitation. The Consultant must contain within the proposal a description of those terms and/or conditions to which the Consultant does not agree.

1. **Award:** The consultant/firm(s) chosen to provide may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. YMPO reserves the right to award a contract/select a service provider without discussion based upon the initial proposals received, without interviews.

YMPO reserves the right to introduce additional terms and conditions at the time the final Agreement is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and or correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued.

2. **Insurance:** The CONSULTANT is required to furnish evidence of insurance coverage including professional liability, and workers' compensation. The form of the insurance policy is subject to approval by YMPO and must be provided by insurers to transact insurance business in Arizona with a rating of "A" or better in the Best's Key Rating Guide, Property-Casualty, United States, 2013 Edition.

YMPO shall be furnished a copy of the policy **and** an endorsement that the "YMPO, its officers, employees, and agents are named as additional insured's" prior to CONSULTANT commencing duties under this Agreement. Said policy of liability insurance shall state, "coverage thereunder as applied to YMPO, its officers, employees, and agents shall be primary and non-contributing as to any other insurance and self-insurance as may be maintained by YMPO." The policy shall contain severability of interest, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall be endorsed to expressly provide YMPO with thirty (30) calendar days advance written notice of cancellation, non-renewal, or material change in coverage. Additional insurance requirements are listed in Section XIX.

3. **Professional Licensing:** The CONSULTANT, and any sub-consultants, shall possess any necessary license(s) relative to the work to be performed required by an appropriate licensing authority of the State of Arizona, and shall provide evidence of such to YMPO with their proposal or prior to commencement of the work in such form as YMPO shall require.
4. **Assignment/Subcontracting:** The selected Consultant shall not assign or subcontract services or responsibilities without the prior written consent of YMPO.

YMPO acknowledges that subcontracting can be in YMPO's best interest but reserves the right of final approval.

## SECTION XV: ADDITIONAL TERMS AND CONDITIONS

The following conditions apply to this RFP:

1. **Solicitation & Withdrawal:** YMPO reserves the right to withdraw this solicitation for a proposal at any time without prior notice. Further, YMPO makes no representations that any agreement will be awarded to any consultant/firm submitting a proposal.
2. **Right of Rejection:** YMPO reserves the right to reject any, and/or all, proposals submitted in response to this request and to reject any sub consultants specified in any proposal pursuant to this RFP.
3. **Pre-Contract Expenses:** YMPO shall not be liable or responsible for any pre-agreement expenses incurred by any proposed or selected Consultant. Consultants shall not include any such expenses as part of the price proposed set forth in its proposal. Pre-agreement expenses are defined as expenses incurred by Consultant in:
  - a. Preparing the proposal;
  - b. Submitting proposal to YMPO;
  - c. Negotiating with YMPO on any matter related to proposal; or
  - d. Any other expenses incurred by Consultant, prior to date of award.
4. **Verbal Agreements:** No prior, current or post-award verbal agreement(s) with any officer, agent or employee of YMPO shall affect, modify or supersede any terms or modifications of this request for proposals or any written agreement or option resulting from this process.
5. **Addenda:** Any changes to the proposal requirements will be made by a written addendum. All parts of the Request for Proposals, including any and all Addenda and any other supporting documents that may be included as part of this solicitation, shall be considered part of the Agreement between YMPO and selected Consultant, and shall be incorporated therein.
6. **Irregularities:** YMPO reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. The term "minor" as used herein means any Consultant or YMPO

irregularity, or oversight that does not materially affect or alter the intent and purpose of this RFP, and which is not in violation of any State of Arizona or Federal Government rules, laws and regulations that may apply to this procurement.

## **SECTION XVI: THIRD PARTY AGREEMENT REQUIREMENTS**

The Consultant will acknowledge and agree to all additional State and Federal terms, conditions, assurances, and provisions outlined in this RFP document for this project.

1. **Audits and Inspections of Records:** Selected Consultant agrees that YMPO, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Consultant agrees to maintain all required records for at least five (5) years after YMPO makes final payments, and all other matters pending between Consultant and YMPO are closed.
  
2. **Equal Employment Opportunity:** In connection with the execution of Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, pregnancy, sexual orientation, religion, color, gender, or national origin. Selected Consultant shall take affirmative action to ensure that applicants are employed, and that employees are tested during their employment, without regard to their race, religious creed, pregnancy, sexual orientation, religion, color, gender, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
  
3. **Title VI - Civil Rights Act of 1964:** During the performance of Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:  
  
Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time.
  
4. **Fair Employment Practices:** In connection with the performance of the work under Agreement, if the work is executed in the State of Arizona, Consultant shall certify compliance with the provisions of the State Fair Employment and Housing

Act.

5. **Interest of YMPO Personnel:** By submitting a proposal, the Consultant represents and warrants that no Board Member, officer or employee of YMPO is in any manner interested directly or indirectly in the proposal or in Agreement which may be made under it, or in any expected profits to arise therefrom.
6. **Debarment and Suspension Certification:** As required by 49 CFR 29 (Debarment and Suspension), certification of Consultant's eligibility to receive Federal funds and a copy of such certification may be furnished to FHWA and other government entities. A certification of this effect is included in this RFP as Appendix D and must be submitted by the Consultant in order for the Consultant to be considered responsible and their proposal to be considered responsive.
7. **Drug Free Workplace:** Consultant must include with its proposal properly completed and executed certification of compliance with applicable state and federal Drug-Free Workplace Acts.
8. **Restrictions on Lobbying:** Each Consultant must include in its proposal a properly completed and executed certification regarding Restrictions on Lobbying in the form set forth as Appendix D hereto.
9. **Interests of Members of, or Delegates to Congress:** No members of, or delegates to, the Congress of the United States shall be admitted to any share or part of Agreement or to any benefit arising therefrom.
10. **Laws to Be Observed:** Consultant shall keep itself fully informed of all existing and future State and Federal laws, all municipal regulations of YMPO, and all such orders, decrees, ordinances and laws of bodies, or tribunals, including other municipalities or counties whether in the State of Arizona, or another State, having any jurisdiction or authority over which, in any manner, affect those engaged or employed in the work, or the materials used in the work, or in any way affect the conduct of the work.

Failure by Consultant to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or other such remedy as YMPO may deem appropriate.

11. **Public Records Act:** The proposals received shall become the property of YMPO and are subject to public disclosure. Those parts of a proposal which are defined

by the Consultant as business or trade secrets and are reasonably marked “Trade Secrets”, “Confidential”, or “Proprietary” and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the Arizona Revised Statutes or otherwise by law. Consultants who indiscriminately and without justification identify most or their entire proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation. Until YMPO’s review committee announces its recommendation, no proposals will be made available for public inspection.

## **SECTION XVII: PROTEST PROCEDURES**

Protests Prior to Proposal Opening: Protests regarding any aspect of the attached materials and YMPO selection procedures must be submitted in writing (via mail, or email only) to Crystal Figueroa, Executive Director, YMPO, 230 West Morrison Street, Yuma, Arizona 85364, email: [cfigueroa@ympo.org](mailto:cfigueroa@ympo.org), by 3:00 p.m., MST, April 14, 2026. The YMPO Executive Director will respond to these protests by April 16, 2026, with an addendum to this RFP, by email, and on YMPO’s website. This action completes the pre-opening administrative protest remedy at the YMPO level.

Protests After Proposal Opening/Announcement of Award: Protests regarding YMPO’s proposed selection of Consultant after proposal opening and award announcement must be submitted in writing (via mail, or email) to Crystal Figueroa, Executive Director, YMPO, 230 West Morrison Street, Yuma, AZ 85364, email: [cfigueroa@ympo.org](mailto:cfigueroa@ympo.org), by 3:00 p.m., MST, Thursday, June 4, 2026. The YMPO Executive Director will respond to these protests by Monday, June 8, 2026, by email. This action completes the proposal opening/award announcement administrative protest remedy at the YMPO level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him/her at the YMPO level, an interested party may protest to the Federal Highway Administration (FHWA) regarding the award of an Agreement pursuant to an FHWA grant. The deadline for submitting protests to FHWA prior to proposal opening is 3:00 p.m. MST, April 20, 2026. The deadline for submitting protests to FHWA after opening/announcement of award is 3:00 p.m. MST, June 11, 2026.

FHWA review of any protest will be limited to:

1. Violations of Federal Law or Regulations (violations of State or local law shall be under the jurisdiction of State or local authorities).
2. Violation of YMPO's protest procedures or YMPO's failure to review a complaint or protest.

The protest filed with FHWA shall:

1. Include the name and address of the protester.
2. Identify YMPO as the party responsible for the RFP process.
3. Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with FHWA must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FHWA regulations.
4. Include a copy of the protest filed with YMPO, and a copy of YMPO's decision, if any.
5. Indicate the ruling or relief desired from FHWA.

A copy of such protests will also be sent to the YMPO Executive Director.

## **SECTION XVIII: PROPOSAL SUBMISSION**

1. One (1) original and thirteen (13) copies and thirteen (13) flash drives or similar media of the proposal must be sealed in an envelope and received, **not** postmarked, no later than **3:00 P.M. MST, Thursday, April 23, 2026**, at the YMPO administrative offices.

Mailed proposals should be sent to:  
Crystal Figueroa, Executive Director  
Yuma Metropolitan Planning Organization  
**Mailing:** 230 West Morrison Street, Yuma, Arizona 85364

2. Proposals should be marked: YMPO Comprehensive Safety Action Plan.

### **LATE PROPOSALS WILL NOT BE ACCEPTED.**

#### **Procurement Timeline (*Subject to change without notice*)**

<b>March 26, 2026,</b>	Release date of RFP.
<b>April 6, 2026,</b>	Questions for RFP due to YMPO by 3:00 p.m., MST.
<b>April 8, 2026,</b>	Responses to questions posted at <a href="https://ympo.org">https://ympo.org</a> click on "RFPs" and select "YMPO Comprehensive Safety Action plan".
<b>April 23, 2026,</b>	RFP submittals due no later than 3 P.M., MST.
<b>April 23, 2026,</b>	RFP responses distributed to the review committee.
<b>May 14, 2026,</b>	IF interviews are NOT needed, the Selection sub-committee recommends the preferred consultant/firm. If interviews are needed, following dates will be extended slightly:
<b>May 28, 2026,</b>	YMPO Executive Board approves selected consultant/firm.
<b>June 8, 2026,</b>	Estimated Notice to Proceed.
<b>September 9, 2027,</b>	YMPO Comprehensive Safety Action Plan Final Report due (est.).

## SECTION XIX: FEDERAL MANDATORY TERMS, CONDITIONS, AND REQUIREMENTS

**Federal Funding Source:** Federal Highway Administration (FHWA) Safe Streets and Roads for All Grant (SS4A)  
Assistance Listing Number 20.939  
Project Name: YMPO Comprehensive Safety Action Plan  
Project Number: 693JJ32640425

Mandatory Terms, Conditions, and Requirements for use of federal US DOT funding through the Federal Highway Administration. This procurement and any resulting contract shall comply with all applicable federal requirements, including 2CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and all applicable FHWA guidance.

Pursuant to 23 U.S.C. § 409, and to the fullest extent permitted by law, any reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or railway-highway crossings, pursuant to 23 U.S.C. §§ 130, 144, 148, or any other applicable federal law, or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding, or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such materials

**Monitoring Activities:** Pursuant to 2 CFR 200.329, the project/work in this solicitation/contract is funded with federal funds through the Federal Highway Administration ~~Arizona Department of Transportation, Multimodal Planning Division (ADOT)~~. In accordance with 2 CFR 200.329, ~~ADOT~~ YMPO shall monitor all activities performed by its staff or by subrecipients of U.S. Department of Transportation funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met. The Contractor and its subcontractors shall fully cooperate with such monitoring as requested.

**Governing Law:** This Contract is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in the funding Agreement between the State of Arizona and are incorporated by reference as a part of this Contract.

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

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

**Certification of Eligibility of Costs:** Pursuant to 2 CFR 200.402 - .414, 2 CFR 200.420 - .475, and 2 CFR 200.415, the Contractor shall assure that costs invoiced are consistent and eligible for federally funded projects. To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment must include a certification, signed by an official who is authorized to legally bind the Contractor which reads as follows:

*“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”*

**Record Retention:** Pursuant to A.R.S. 35-214 and the State of Arizona Accounting Manual, sections 0045 and 7035, CONTRACTORS and SUBCONTRACTORS shall retain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.

**Applicable Terms and Conditions:** Pursuant to 2 CFR 200.327, the Contractor's contracts with its sub-contractors shall include all the terms and conditions of 2 CFR 200 Appendix II, and additionally, those of this Contract. Each sub-contractor must agree to comply with all the terms and conditions to be awarded. The Contractor certifies that it shall communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Contract are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Contract.

**Administrative, contractual, or legal remedies for violation or breach of contract terms:** Pursuant to 2 CFR 200, Subpart F, Appendix II; 41 USC 1908, for contracts in excess of the simplified acquisition threshold in 41 USC 134 (currently \$250,000), failure by the Contractor to carry out the requirements of the Contract, especially in compliance with the Federal terms and conditions and programmatic requirements, represents a material breach of this contract, which may result in the termination of this contract or such other remedy as YMPOr, with the funding agency's concurrence, deems appropriate, which may include, but is not limited to:

- Withholding payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding on the grounds of being non-responsible.

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

**Termination for cause or convenience:** Pursuant to 2 CFR 200, Subpart F, Appendix II, the issuer of this Contract reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the YMPO without penalty or recourse. Upon receipt of written notice, the Contractor shall stop all work, as directed in the notice, notify all sub-recipients of the effective date of the termination, and minimize all further costs to YMPO of this Contract. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor and its sub-contractors under this Contract shall become the property of and be delivered to YMPO upon request. The Contractor and its sub-contractors shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials/deliverables accepted before the effective date of the termination. The Contractor and its sub-contractors shall continue to perform in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

YMPO shall reimburse the Contractor for those eligible expenses incurred during the Contract period that are directly attributable to the completed portion of the work covered by this Contract, provided that the work has been completed in a manner satisfactory and acceptable to YMPO. The Contractor shall reimburse its sub-contractor in a similar fashion. The Contractor and its sub-contractors shall not incur new

obligations for the terminated portion after the effective date of the termination.

In addition to the rights reserved in the Contract, YMPO may terminate the Contract in whole or in part due to the failure of the Contractor or its sub-contractors to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses, and permits, or to make satisfactory progress in performing the Contract.

This Contract may be terminated by either party provided that termination shall not be effective until 30 days after a Party has served written notice upon the other Party. This Contract may be terminated by mutual consent of all Parties or unilaterally by either Party without cause.

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** Pursuant to 2 CFR 200, Subpart F, Appendix II, for contracts in excess of \$150,000, the Contractor herein agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the contracting agency and to ADOT, who will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension / Excluded Parties List:** Pursuant to 2 CFR 200, Subpart F, Appendix II and 23 CFR 121 (J), the Contractor shall not award a Sub-contract to any parties listed on the governmentwide exclusions list in the System for Award Management (SAM).

**Anti-Lobbying Certification:** Pursuant to 2 CFR 200, Subpart F, Appendix II (I), for any contract exceeding \$100,000, the Contractor and its sub-contractors shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**Procurement of recovered materials:** Pursuant to 2 CFR Part 200, Subpart F, Appendix II (J) and 2 CFR 200.323, the Contractor shall comply with section 6002 of the

Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

**Domestic Preference:** Pursuant to 2 CFR Part 200, Subpart F, Appendix II (L) and 2 CFR 200.32, as appropriate and to the extent consistent with law, the Contractor and its sub-contractors should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and

other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

**Patents:** Patents and inventions developed in the course of the Project are subject to federal standard patent rights at 37 CFR 401.14. The Contractor shall at a minimum cite the applicability of the Standard Patent Rights of 37 CFR 401.14 except for 401.14(g) or may include all the clauses, suitably modified to identify the parties, in all sub-contracts, regardless of tier. The clauses may be retrieved in their entirety from <https://www.ecfr.gov/current/title-37/chapter-IV/part-401/section-401.14>, or as the link may be updated from time to time and shall be adjusted only to the extent to identify the parties.

To the extent permitted by A.R.S. §§ 41-621 and 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of this Contract's performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

**Rights to Inventions Made by Nonprofits and Small Business Firms:** Pursuant to 2 CFR 200 Appendix II (F) Rights to Inventions Made Under a Contract or Agreement. The funding provided for this Contract meets the definition of “funding agreement” under 37 CFR §401.2 (a) YMPO must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**Conflict of Interest:** Pursuant to 2 CFR 200.112 and 2 CFR 1201.112, the Contractor shall disclose in writing any potential conflict of interest to the federal funding agency, the contracting agency, or the Arizona Department of Transportation.

**Employment of Federal Personnel:** Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the contracting agency, the Arizona Department of Transportation, or the Federal funding agency

shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization that employs or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

**Equipment Use, Management, and Disposal:** Pursuant to 2 CFR 1201.313 the Contractor shall follow State of Arizona rules with respect to the use, management, and disposal of equipment acquired under this contract.

**Prompt Payment:** The funding in this Contract includes reimbursement to YMPO of expenditures necessary to accomplish the Project. Payment by YMPO may not rely on receipt of funds from the Arizona Department of Transportation before paying Contractors.

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

In the event the Contractor fails to invoice the Issuer according to its scheduled invoicing activities, and in any case, where a Contractor's invoice has been rejected through no fault of the subcontractor's performance, the Contractor shall pay each Subcontractor for satisfactory work completed in no more than 30 calendar days from receipt of an invoice for contractor-accepted work.

**Retainage:** Contractors are herein notified they are prohibited from holding retainage from Subcontractors, nor are Contractors subject to retainage withholding by the Contracting Agency for this Project pursuant to 49 CFR 26.29.b(1).

**Travel:** All travel for the Contractor must comply with the ~~State of Arizona (State)~~ policies for Travel. Only actual expenses are reimbursable, within maximum reimbursement limits as described and established by the rates for travel: The Contractor shall also comply with the policies governing individually operated motor vehicles in Section 50.15 of the SAAM. Travel costs paid to Contractors/Consultants must

always be supported by appropriate documentation and in the case of rental vehicles, the ADOT-approved justification form.

**Tribal Consultation:** In the event that this project is located within tribal land or includes tribal involvement as a stakeholder, the Contracting Agency and the Contractor must exercise tribal consultation and coordination protocol when providing related services. The purpose for this provision is to ensure compliance with "ADOT's Tribal Consultation Policy" and Arizona Revised Statute Section 41-2051, Subsection C-Responsibilities of State Agencies: <https://www.azleg.gov/viewdocument/?doc-Name=https://www.azleg.gov/ars/41/02051.htm>.

An ADOT Tribal Transportation Consultation Online Training Course and Handbook are available to the Contractor and shall be reviewed upon selection. For an understanding of what the protocol entails, refer to Module 4 of the Course which is located on the Arizona Tribal Transportation website at: <http://www.aztribaltransportation.org>

**Report Disclaimer:** Pursuant to 23 CFR 420.117(e), all reports and other project-related documents shall contain the following disclaimer statement:

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

**Safe Operation of Motor Vehicles:** The contractor agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a “Seat Belt Use” provision in each third-party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving.

The Contractor agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Contractor Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Contractor agrees to include the preceding section in its third-party agreements and encourage its Third-Party Participants to comply with this Special Provision, and include this Special Provision in each third-party sub-agreement at each tier supported with federal assistance.

**Title VI/Non-Discrimination Assurances:** The CONTRACTOR HEREBY ACKNOWLEDGES that YMPO, as a condition to receiving any Federal financial assistance through the Arizona Department of Transportation and provided by the U.S. Department of Transportation, must GIVE ASSURANCE THAT it shall comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) 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 U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, be

excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and 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. The Contractor shall also incorporate and comply with the terms and conditions established in Appendix A-E.

This Contract is subject to the provisions of Title VI of the Civil Rights Act and the Contractor is herein notified of such. Additionally, the Contractor shall include the following information in each of its sub-contracts associated with the project:

The Arizona Department of Transportation, 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, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

#### Title VI APPENDIX A

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of

materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. canceling, 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 a request to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into litigation to protect the interests of the United States.

#### Title VI APPENDIX E

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 nondiscrimination 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)

**Non-Discrimination:** Pursuant to 49 CFR Part 26, The Contractor and sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as YMPO, with the funding agency's concurrence, deems appropriate, which may include, but is not limited to:

- Withholding payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding on the grounds of being non-responsible.

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

The Contractor shall designate a full-time employee who shall be responsible for the administration of the contractor's DBE program.

The Contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.

**Excluded Parties:** The federal funding in this Agreement is considered a covered transaction under 2 CFR 1200.220 for purposes of debarment and suspension considerations. Thus, agreements for contractors/consultants and their sub-contractors/consultants are subject to this requirement. The Contractor and its Sub-contractors are prohibited from making any award or permitting any award at any tier to any party that has not established and maintained its entity registration on the federal System for Award Management or one that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs pursuant to 2 CFR 200.212. The Contractor agrees to comply and assures the compliance of each third-party contractor at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations,

"Government-wide Debarment and Suspension Non-procurement)," and 2 CFR 200.212. The Contractor agrees to and assures that its third-party contractors will review the Excluded Parties Listing System and assure that its sub-contractors establish and maintain entity registration on the System for Award Management before entering into any contracts.

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

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

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

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

**Indemnification:** The Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the

negligent or willful acts or omissions of the Contractor's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

**Copyright:** Pursuant to 23 CFR 420.121 (b), the State and its subrecipients may copyright any books, publications, or other copyrightable materials developed in the course of a Federal Highway Administration (FHWA) funded project. FHWA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

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

**Drug-Free Workplace:** The Contractor agrees to comply with the laws governing a drug and alcohol-free workplace in compliance with the Federal Drug-Free Workplace Act of 1988 and 23 CFR 630.112(c)(3) when and where relevant.

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

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

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

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

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

FTA Certification and Assurances are incorporated herein by reference. They may be obtained at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

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

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

its subcontractors are complying with the above-mentioned warranty.

**Americans with Disabilities Act:** The Contractor assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination."

**Fly America:** The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**Israel Boycott Not Permitted:** State Legislation has been enacted to prohibit a public entity from contracting with a value of \$100,000 or more with a company currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, the Contractor warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.

**Forced Labor of Ethnic Uyghurs Ban:** Pursuant to Arizona Revised Statutes § 35-394, the Contractor warrants and by signing this Contract and so certifies that it does not currently, and agrees for the duration of the contract that it will not use the forced labor of ethnic Uyghurs in the People's Republic of China, any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of this Agreement that the Contractor is not in compliance with this certification, the Contractor shall notify the Agency within five business days after becoming aware of the noncompliance, and

within 180 calendar days after notice, provide written certification that the Contractor has remedied the noncompliance. This item does not apply to not-for-profit organizations or organizations with fewer than ten (10) full-time employees.

**Prohibition on certain telecommunications and video surveillance services or equipment:** Pursuant to 2 CFR 200.216, the Contracting Agency and Contractors and Subcontractors are prohibited from procuring, obtaining, or renewing a contract to procure or obtain video surveillance and telecommunications equipment, equipment, services, or systems produced by Huawei Technologies Company or ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company or any subsidiary or affiliate of such entities; or from companies reasonably believed by the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**Promoting Free Speech and Religious Liberty:** The Contractor shall ensure that all funds under awarded in this Project shall be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

**Mandatory Disclosures:** Pursuant to 2 CFR 200.113, The Contractor shall disclose, in a timely manner, in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the contract. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.

**Contracts for construction, acquisition of goods, or rolling stock valued at more than \$150,000 - Buy America:** The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in US DOT funded projects are produced in the United States unless a waiver has been granted by the funding USDOT agency, or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in USDOT-funded projects are produced in the United States unless a waiver has been granted by the funding USDOT agency, or the product is subject to a general

waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum of 65% domestic content for FY2019 and a minimum of 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on USDOT-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower-tier subcontractors.

**Construction Contracts - Equal Employment Opportunity:** Pursuant to 2 CFR 200 Appendix II (C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**Construction Contracts - Davis-Bacon Act:** Pursuant to 2 CFR 200 Appendix II (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each

contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**Work Employing Mechanics or Laborers:** Pursuant to 2 CFR 200 Appendix II (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Insurance:** The contractor shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under the Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the subrecipient, its agents, representatives, employees and/or contractors/subcontractors.

The Insurance Requirements herein are minimum requirements for the Agreement and in no way limit the indemnity covenants contained in the Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the subrecipient from liabilities that arise out of the performance of work under the Agreement by the subrecipient, its agents, representatives, employees, and/or contractors/subcontractors, and the subrecipient is free to purchase additional insurance.

#### MINIMUM SCOPE AND LIMITS OF INSURANCE

The subrecipient shall provide coverage with limits of liability not less than those stated below. Deductible(s), Self-Insurance, and Self-Insured Retention (SIR) amounts are subject to review and approval by ADOT Safety and Risk Management.



**Deliverables / Disclaimer (FHWA-Funded Work):** All reports, studies, and other deliverables produced under this Agreement shall include the following disclaimer:

*This report was funded in part through a grant from the Federal Highway Administration (FHWA), U.S. Department of Transportation. The contents of this report reflect the views of the authors, who are responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway Administration or the U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation. Trade or manufacturers' names that may appear herein are cited only because they are considered essential to the objectives of the report. The U.S. Government does not endorse products or manufacturers.*

## APPENDIX A: SCOPE OF WORK

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

The Consultant shall provide project management and coordination with YMPO staff, Technical Advisory Committee (TAC), and all project stakeholders. The Consultant shall also manage and coordinate closely with any sub-consultants to ensure on-time delivery and responsive performance.

Upon receiving notice to proceed, the Consultant shall develop a refined project scope that incorporates input from YMPO staff and TAC. Consultants are also encouraged to not only respond to the Scope of Work, but to apply their professional judgment, national experience, and knowledge of best practices to enhance the overall approach. The Consultant shall identify opportunities to strengthen the plan's effectiveness, implementation readiness, and alignment with federal funding opportunities, including innovative strategies and proven safety countermeasures that may not be explicitly identified in this RFP.

The Consultant shall prepare a Gantt-type (bar chart) project schedule for accomplishing the tasks outlined in the proposed scope of work and showing the approximate dates for deliverables, TAC meetings, stakeholder meetings, public outreach meetings, presentations to the Executive Board, and other required meetings.

The Consultant will facilitate a kick-off meeting with YMPO staff, TAC members, and stakeholders, which will include preparing the agenda, presenting the information, and recording the meeting minutes. The kick-off meeting will provide an overview of the project, including its schedule, milestones, and deliverables. The Consultant will discuss the project's vision and goals.

The Consultant will prepare and present project progress to TAC members as needed, and up to two (2) Executive Board meetings. The two Executive Board presentations are envisioned to include one milestone presentation midway through the project, documenting initial public involvement and progress on the CSAP, and a second milestone presentation following the completion of the DRAFT YMPO CSAP.

The Consultant will facilitate 30-minute biweekly check-in calls with the YMPO staff project manager to provide status updates, coordinate data needs, action items, and input required for continued progress. Formal agendas will be prepared for the biweekly calls. A brief email summarizing any decisions/actions will be sent to the project manager following each call (YMPO Project Manager). The biweekly check-in calls will be held primarily between the YMPO Project Manager and Consultant Project Managers; however, additional Consultant staff and YMPO staff may be asked to participate as needed based on the project phase and active coordination areas. As the project progresses, the frequency of check-in calls may be reduced or consolidated at the discretion of YMPO and the Consultant, as appropriate.

The Consultant will provide monthly invoices to the YMPO on a percentage completion

basis. Included in the invoice will be a status update identifying completed activities for the month invoiced, as well as a list of upcoming activities planned for the following invoice cycle. Additionally, the invoice will include a detailed breakdown of the amounts paid to all sub-consultants for the billing cycle.

This task is continuous throughout the entire CSAP development period.

*Deliverables:*

- Prepare a Project Management Plan, including a refined scope of work and schedule for CSAP.
- Prepare a Gantt-type (bar chart) project schedule for accomplishing the tasks outlined in the proposed scope of work and showing the approximate dates for deliverables.
- Facilitate a kick-off meeting with YMPO staff, TAC members, and stakeholders.
- Prepare presentations for the Technical Advisory Committee and Executive Board.
- Weekly coordination meeting email summaries.
- Submit monthly invoices, including a status update and the amounts paid to each sub-consultant.

**Task 2: Existing Conditions, Crash Data Collection, and Review**

The Consultant shall review the current state of transportation safety in the YMPO region (excluding the City of Yuma), including (but not limited to) the safety performance of the regional roadway network, regional trends in crashes involving fatalities and injuries, and possible contributing factors.

The crash data is envisioned to include: a general crash overview, a pedestrian-related crash summary, a bicyclist-related crash summary, a crash rate analysis, integration of equity data, separation of data by member agency, hot spot areas for potential safety improvements, and preformatted reports to respond to requests from citizens and decision-makers.

- Identify crashes by types, severities, and locations of higher safety concerns with separate listings for vehicles, pedestrians, and bicycles
- Develop a summary of trending crash groups and crash types.
- Develop a brief guide to document the crash typing process, including data integration, crash report review, data entry, exporting, and analysis of results.

*Deliverables:*

- Review current source, crash data, and databases.
- Review of annual collision summaries for traffic, bicycles, and pedestrians.
- Conduct a five-year (2022-2026) historical query of the Arizona Crash Data System (ACIS) data to collect and review high-level crash trends and high-crash locations.
- Continue the crash evaluation to determine crash types, location of crashes, and contributing factors that can be organized in a systematic manner. Examples include crashes at signalized intersections, unsignalized intersections, uncontrolled

pedestrian crossings, etc.

- Findings and conclusions of the current safety conditions assessment shall be presented in a working paper.

### **Task 3: Public Outreach and Involvement**

Following Notice to Proceed, the Consultant will provide a detailed Public Involvement Plan (PIP). This Plan will outline the proposed timeframes for all Public Involvement activities and identify all responsibilities. The PIP will be as specific as possible and will be updated throughout the project's life to accurately reflect the Public Involvement Process.

YMPO is seeking an innovative public outreach program that will be highly effective in gaining public input and acceptance of the plan. The Consultant shall utilize virtual public involvement tools and social media programs, in addition to 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 an effective system design and successful result. The PIP shall include public involvement strategies to incorporate racial equity and support for underserved and disadvantaged communities.

The Consultant will conduct at least two public outreach meetings or open houses, virtual and in-person, to gather public input on potential safety concerns. A second round of public meetings shall be held to inform the public of the findings of Task 2 and to educate attendees on the region's safety concerns.

The Consultant is strongly encouraged to consider using virtual public engagement via social media, innovative internet-based surveys, and outreach mechanisms and strategies to strengthen outreach efforts and reach a larger audience.

A summary report documenting public engagement activities will be prepared, which will include a summary of the meetings, activities, participation, key takeaways, and how the activity aligns with the goals outlined in the PIP. Additionally, it will outline how the information was utilized as part of the plan. The final report should include an overall summary.

#### *Deliverables*

- Public Involvement Plan
- Public Involvement Summary (Appendix to Final Report)
- Conduct two Public Outreach Meetings or open public houses, virtual and in-person.
- Preparation of contact lists, public notices, and documentation of the public involvement process and input received in the plan.
- Prepare public meeting notification through news releases and advertising in the local newspaper.

### **Task 4: Confirm/Revise Regional Vision and Goals for Transportation Safety**

The Consultant will re-evaluate short-and long-range regional goals. The goals must be consistent with the eight SS4A Action Plan components, including leadership

commitment, data analysis, equity considerations, strategy development and performance tracking. The consultant must integrate the Safe System Approach and the Zero Fatalities goal.

The goals must be consistent with the Arizona Strategic Highway Safety Plan, MAP-21, the FAST Act, and the Infrastructure Investment and Jobs Act. The Consultant will facilitate participation from the TAC and stakeholders through TAC meetings and stakeholder meetings.

The Consultant will review and recommend any changes to the safety sections of the YMPO FY 2026-2050 Long-Range Transportation Plan, and review the policies, procedures, and process changes of each member agency.

*Deliverables:*

- Reassessed regional policies and goals for the Comprehensive Safety Action Plan/YMPO Network Screening Crash and Analysis Tools Update, reviewed and accepted at a TAC meeting, with a summary of the meeting.

**Task 5: Potential Safety Projects**

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence, as well as stakeholder and public input, that will address the safety problems described in the Comprehensive Safety Action Plan. These strategies, countermeasures, and projects focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations have been identified and mitigated.

The CSAP will use data-driven analyses, crash mapping, and public engagement to identify high-risk corridors and intersections and will develop a prioritized list of evidence-based countermeasures, including the FHWA's 28 Proven Safety Countermeasures.

Once identified, the list of projects and strategies will be prioritized by time frame for when the strategy and countermeasures will be deployed (e.g., short-, mid-, and long-term). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explain the prioritization criteria used. The list should contain interventions focused on infrastructure, behavior, and/or operational safety. The list will be ordered within each timeframe by order of magnitude, determined by the estimated project cost and significant implementation challenges. Additionally, the list will identify which member agency the project or strategy applies to. For information accessibility, the list of projects and strategies will be mapped for public consumption.

*Deliverables:*

- Safe System Approach to Reduce Fatal Crashes
- List of priority projects
- Map showing the location of all priority projects

### **Task 6 – Identify and Analyze Safety Resources**

The Consultant shall review the current programs, staffing, and funding resources available for transportation safety planning and implementation. These resources should include, but are not limited to:

- Federal Statewide Highway Safety Improvement Program
- Arizona Department of Transportation – State and District funds
- Local Government (HURF) funds and related revenue authority
- Federal Lands Highway
- Arizona Governor’s Office of Highway Safety
- Fixing America’s Surface Transportation Act (FAST)
- Infrastructure Investment and Jobs Act (IIJA), aka Bipartisan Infrastructure Law (BIL)
- Next Federal Transportation Legislation
- SS4A Implementation Grant

#### *Deliverables:*

- Technical Memo Summary that includes a list of all resources

### **Task 7: Demonstration Activity**

The Consultant will conduct MUTCD Engineering Studies that further safety applications of the MUTCD. These studies will include traffic signal warrant studies and pedestrian hybrid beacon (PHB) warrant studies for 20 locations in the region. With CRFs of 67% for angle crashes after installing signals and 57% for pedestrian crashes after installing PHBs, these warrant studies will identify locations that have a significant impact on reducing fatal and serious injury crashes through the installation of appropriate traffic control devices. CSAP will help prioritize locations in need of traffic signal and PHB warrant studies.

During the past three cycles of HSIP funding in Arizona, YMPO local agencies have submitted 18 applications for the installation of traffic signals and PHBs. These HSIP applications require traffic control device warrant studies to be eligible for funding, and this SS4A demonstration activity will be a critical element in obtaining funding for these high CRF countermeasures.

#### *Deliverables:*

- Identify 20 locations in the region and prioritize locations for traffic signal warrant studies and pedestrian hybrid beacon warrant studies.

### **Task 8 Implementation Plan**

The implementation plan shall include a guide for member agencies to apply for the SS4A Implementation Grants. Implementation Grants provide Federal funds to implement projects and strategies identified in the CSAP to address a roadway safety problem. Applicants must have an eligible Action Plan to apply for an Implementation Grant.

### **Highway Safety Improvement Program (HSIP)**

The Consultant will be responsible for coordinating with member agencies and ADOT to assist in project selection and development of HSIP applications to be submitted by hard deadlines designated by ADOT during two separate years' call for projects. This will include:

- Up to ten (10) HSIP Applications. If the call for projects occurs while the Consultant is under contract.
- Project Identification - Data Analysis, Emphasis Areas, Safety Strategies, etc.
- Project Scoping - Crash History, Cost Estimate, Project Description, CMF's, etc.
- Project Justification and Eligibility
- Benefit/Cost Ratio - Minimum B/C Ratio of 2.5 and project cost of \$250K

### **Performance Measures and Progress Tracking**

The CSAP shall include performance measures, baseline data, and evaluation methodologies consistent with SS4A requirements.

The Consultant will be responsible for the following:

- **Performance Measure Analysis** – develop reports on how YMPO is meeting/exceeding the state targets, and efforts to address areas needing improvement (cost spent on safety projects, and other efforts such as educational media campaigns-Output performance measures).
- **Post Project Tracking Report** – tracking of previous projects/efforts and the effectiveness of countermeasures installed.
- **Dashboard for Tracking progress** – a dashboard that helps monitor performance measures and future crash trends.

### **Deliverables:**

- Guide for member agencies to apply for SS4A Implementation Grants.
- Dashboard to track future crash trends.
- Up to ten (10) HSIP Applications.
- Technical Memo summarizing the result of the performance measures and progress tracking.

### **Task 9: Draft and Final Plan**

A detailed draft, including an executive summary, will be developed that incorporates a summary of the crash data evaluated through the benchmarking and network screening tasks, summarizes the stakeholder involvement and contribution to the Comprehensive Safety Action Plan development, and includes the public outreach and participation in shaping focus areas and strategies, describes the proposed focus areas and strategies to reduce fatal and serious injury crashes and crash rates, explains how these strategies may assist the YMPO Region in meeting safety performance targets, discusses the impacted people and areas that experience inequality in transportation safety, discusses potential impacts on job availability, and identifies a list projects, programs, and strategies that are potentially eligible for implementation using SS4A, and other Federal and State safety funds.

The draft Comprehensive Safety Action Plan is expected to be understandable to a non-technical audience and includes judicious use of tables and graphics.

A TAC meeting will be held to review the draft Comprehensive Safety Action Plan before its release to the public. TAC members will have two (2) weeks to provide comments. A revised draft plan will then be prepared for public review and posted to the project website. The Consultant should expect two (2) rounds of comments on the draft report: the first from the TAC and the second following the final public outreach effort.

A final draft document will be prepared in consultation with YMPO staff and TAC. The total time for public review may be more than two (2) weeks. The Consultant will respond to all comments, ensuring that all review periods comply with the Public Participation Plan. The Consultant should allocate time in the proposal to make what are expected to be minor final edits to the document and to prepare the Final version of the plan.

The Final Comprehensive Safety Plan will be developed after all comments have been reviewed and the public review period has concluded. If significant issues with the content of the Comprehensive Safety Action Plan are found, another draft and review period will be initiated.

The Final Comprehensive Safety Action Plan will be presented to TAC and Executive Board in final form as the draft plan. The Comprehensive Safety Action Plan will be made publicly available after acceptance.

*Deliverables:*

- Draft Comprehensive Safety Action Plan
- Final Comprehensive Safety Action Plan

**APPENDIX B: EXAMPLE STAFFING/COST TABLE**

<b>Hours Contribution Table for: YMPO Complete Streets Concept Study</b>			<b>Contract Number</b>								
			<b>Purchase Order #</b>								
			<b>Task Assignment #</b>								
<b>Team Member</b>			<b>Task and Associated Hours</b>							<b>Total</b>	
<b>Name</b>	<b>Role</b>	<b>Rate</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>Hours</b>	<b>Billing</b>
<b>Prime Consultant (name of firm)</b>											
Person 1	Principal	\$225	2	5	5	5	5	5	10	37	\$8,325
Person 2	Project Manager	\$175	4	12	15	20	30	15	20	116	\$20,300
Person 3	Engineer	\$150	4	8	10	10	5	8	4	49	\$7,350
Person 4	Admin	\$65	2	4	2	2	2	2	10	24	\$1,560
<b>Totals (Prime Consultant)</b>			<b>12</b>	<b>29</b>	<b>32</b>	<b>37</b>	<b>42</b>	<b>30</b>	<b>44</b>	<b>226</b>	<b>\$37,535</b>
<b>Sub-Consultant (name of firm)</b>											
Person 5	Project Manager	\$175	4	20	30	45	30	25	24	178	\$31,150
Person 6	Project Engineer	\$150	5	10	20	15	15	10	12	87	\$13,050
Person 7	Admin Assistant	\$70	2	5	2	2	2	2	10	25	\$1,750
<b>Totals (Sub-Consultants)</b>			<b>11</b>	<b>35</b>	<b>52</b>	<b>62</b>	<b>47</b>	<b>37</b>	<b>46</b>	<b>290</b>	<b>\$45,950</b>
<b>Lump Sums</b>											
<b>Printing and Graphics</b>			<b>\$30</b>	<b>\$25</b>	<b>\$20</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$800</b>	<b>-</b>	<b>\$875</b>
<b>Advertising</b>			<b>\$175</b>	<b>\$75</b>	<b>\$20</b>	<b>\$20</b>	<b>\$20</b>	<b>\$30</b>	<b>\$300</b>	<b>-</b>	<b>\$640</b>
<b>Total Lump Sums</b>			<b>\$205</b>	<b>\$100</b>	<b>\$40</b>	<b>\$20</b>	<b>\$20</b>	<b>\$30</b>	<b>\$1,100</b>	<b>-</b>	<b>\$1,515</b>
<b>PROJECT COST TOTAL (this is just a sample amount)</b>										<b>\$320,000</b>	

## **APPENDIX C: PROJECT SCHEDULE**

To be added by the Consultant

## APPENDIX D: REQUIRED FORMS

### *LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS PURSUANT TO 49 CFR 20, SUBPART F*

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

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

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

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

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

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SIGNATURE

DATE

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TITLE

FIRM NAME

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

*GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)*

STATE OF \_\_\_\_\_ )

SS. \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the County of

\_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being duly sworn

according to the law of my oath depose and say that:

In accordance with the terms of U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180:

1. The Consultant certifies to the best of its knowledge and belief, that it and its principals, including its first tier Subconsultants: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Consultant certifies that it and its principals, including its first tier Subconsultants will treat each lower tier contract or lower tier subcontract under the Project that (a) equals or exceeds \$25,000, (b) is for audit services, or (c) requires the consent of a Federal official, as a covered contract for purposes of 2 CFR Part 1200 and 2 CFR Part 180, and will otherwise comply with the Federal requirements of 2 CFR Part 1200 and 2 CFR Part 180, and will assure that each lower tier participant involved in the Project is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency;
3. The Consultant certifies that if, later, it or its principals, including any of its first-tier Subconsultants, become aware of any information contradicting the statements of subparagraphs (1)(a) through (d) above, it will promptly provide any necessary information to YMPO;
4. If the Consultant or any of its principals, including any of its first-tier Subconsultants or lower-tier participants, is unable to certify to the statements within paragraphs 1, 2, and 3 above, the Consultant shall indicate so on its Signature Page.
5. The Consultant further certifies that their firm is not currently debarred, suspended, or proposed for debarment or suspension by the State of Arizona, or any subdivision thereof.

6. Consultant agrees to notify YMPO of any change in the status or facts certified above, should one occur, until such time as the Contract is actually executed by YMPO, and thereafter during performance of the Contract.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Printed/Typed Name of Proposer

Corporate seal (if applicable)

*PROPOSAL CERTIFICATIONS FORM*

Contractor Name \_\_\_\_\_

YMPO TIP Number: YMPO 26-02P

Project Number: 693JJ32640425

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

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

<b>1.</b>	The consultant and its sub-consultants have not engaged in collusion with respect to the contract under consideration.
<b>2.</b>	The consultant, its principals, and sub-consultants, have not been suspended or debarred from doing business with any government entity.
<b>3.</b>	The consultant shall have the proper Arizona license(s) and registration(s) for services to be performed under this contract. Furthermore, the consultant shall ensure that all sub-consultants have the proper Arizona license(s) and registration(s) for their services to be performed under this contract. Key members of the Project Team, including sub-consultants, are currently licensed to provide the required services as requested in the RFP package.
<b>4.</b>	The consultant's signature on any RFP or contract constitutes an authorization to the YMPO to ascertain the eligibility of the consultant, its principals, and sub-consultants, to enter into contract with the YMPO 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 YMPO 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, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation.
<b>10.</b>	The consultant will utilize all project team members, sub-consultants, and DBE firms, if applicable, submitted in the RFP, and will not add other project team members or sub-consultants, unless the consultant has received prior written approval from YMPO Executive Director.

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<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 (if applicable).
<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.

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

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

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

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