REQUEST FOR PROPOSALS (RFP)
YCIPTA/YMPO
Short-Range Transit Plan

Release Date: November 9, 2026
Deadline for Submission: December 14, 2026
Contact Person: Crystal Figueroa

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

CFDA	Agency	Grant Program	Title
20.505	USDOT-FTA	5305e	YCIPTA/YMPO Short-Range Transit Plan

TABLE OF CONTENTS

MAIN HEADINGS

SECTION I: SOLICITATION 2
SECTION II: YMPO AREA OF COVERAGE AND STATUS OF PLANNING 3
SECTION III: PROJECT BACKGROUND AND OVERVIEW 4
SECTION IV: SCOPE OF WORK 4
SECTION V: TASK PRODUCTS 4
SECTION VI: RESOURCES 4
SECTION VII: TIME-FRAME AND COST 5
SECTION VIII: DISADVANTAGED BUSINESS ENTERPRISES DBE) 5
SECTION IX: DOCUMENTATION OF CONSULTANT PROGRESS 6
SECTION X: COMPENSATION 6
SECTION XI: GUIDELINES AND PROPOSAL CONTENT FOR RFP SUBMITTAL 7
SECTION XII: QUALIFICATIONS AND EVALUATION 9
SECTION XIII: SELECTION PROCESS 11
SECTION XIV: GENERAL TERMS AND CONDITIONS 13
SECTION XV: ADDITIONAL TERMS AND CONDITIONS 14
SECTION XVI: THIRD PARTY AGREEMENT REQUIREMENTS 15
SECTION XVII: PROTEST PROCEDURES 17
SECTION XVIII: PROPOSAL SUBMISSION 19
SECTION XIX: FEDERAL MANDATORY TERMS, CONDITIONS, AND REQUIREMENTS 20
..... 20
APPENDIX A: SCOPE OF WORK 42
APPENDIX B: EXAMPLE STAFFING/COST TABLE 53
APPENDIX C: PROJECT SCHEDULE 54
APPENDIX D: PROFESSIONAL SERVICE DBE PROVISIONS 55
APPENDIX E: REQUIRED FORMS 68
LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS PURSUANT TO 49 CFR 20, SUBPART F 68
GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) 69
PROPOSAL CERTIFICATIONS FORM 71

RELEASE DATE: November 9, 2026

CLOSING DATE: Proposals must be received by December 14, 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

SECTION I: SOLICITATION

The Yuma Metropolitan Planning Organization (YMPO) in coordination with the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) are soliciting qualifications and a proposed approach in written format for professional services to complete a Short-Range Transit Plan (SRTP) for the YMPO region for the next five years.

Consultants/firms submitting proposals shall demonstrate experience in general transportation planning, transit planning, transit operational analysis, mobility studies, urban traffic demand analysis, travel demand modeling, economic development, transportation facility design, safety planning, and project management.

The YCIPTA/YMPO requests that the Short-Range Transit Plan be completed by December 9, 2027.

Submittals must be at the YMPO office by the deadline of 3:00 p.m. local time on December 14, 2026. An original and ten (10) 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 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, who holds the title of YMPO Executive Director.

The YMPO was the primary administrator of public transit services in Yuma County from 1999 through 2010, using Federal Transit Administration (FTA) funding available to the Yuma Urbanized Area. On December 13, 2010, the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) was formed by the Yuma County Board of Supervisors to administer, plan, operate, and maintain public transit services throughout Yuma County. This included the political jurisdictional boundaries of the Cities of Yuma, San Luis, and Somerton, the Town of Wellton, and the unincorporated areas of Yuma County. Services were also provided on the Cocopah and Fort Yuma Indian Reservations as well as eastern Imperial County, including Winterhaven.

Yuma County Area Transit (YCAT) is the fixed-route public transportation system operated by YCIPTA. YCAT was established in 2002 through the rebranding of Valley Transit. Greater Yuma Area Dial-A-Ride, now known as YCAT OnCall, began service in 1999 as the region's first public transportation service and continues to provide demand-response transportation services throughout the area.

Current collaborators include YMPO (lead), YCIPTA, Yuma County, the Cities of Yuma, San Luis, and Somerton, the Town of Wellton, the Cocopah Indian Tribe, the Quechan Indian Tribe, Arizona Western College, Northern Arizona University, and the Arizona Department of Transportation (ADOT).

SECTION III: PROJECT BACKGROUND AND OVERVIEW

Federal metropolitan transportation planning statutes require transportation planning to be conducted through a continuing, cooperative, and comprehensive (3-C) process involving the Metropolitan Planning Organization (MPO), the state, and public transportation providers. As the region's designated public transit provider, the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), operating as Yuma County Area Transit (YCAT), coordinates with the Yuma Metropolitan Planning Organization (YMPO) and regional partners to support transit planning and project programming.

YCIPTA and YMPO are cooperatively developing a comprehensive YCIPTA/YMPO Short Range Transit Plan (SRTP), supported in part through a Federal Transit Administration (FTA) Section 5305(e) Consolidated Planning Grant. The previous SRTP was finalized in May 2021 and provided the framework for transit planning and service delivery throughout the region.

This SRTP update will guide transit operations, capital investments, and service enhancements over the next five years by evaluating existing services, identifying future mobility needs, and developing recommendations to support safe, efficient, and accessible transit throughout the YMPO planning area.

SECTION IV: SCOPE OF WORK

The Scope of Work outlines the anticipated activities for developing the Short-Range Transit Plan. Proposers are encouraged to recommend refinements to the scope and approach. Key activities include reviewing existing plans and conditions; conducting public outreach; refining goals and performance standards; evaluating service, safety, infrastructure, and funding needs; analyzing future service alternatives; and preparing an implementation plan. The detailed Scope of Work is provided 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 YCIPTA/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 YCIPTA/YMPO SRTP.

SECTION VII: TIME-FRAME AND COST

The estimated timeframe for this project is approximately ten (10) months from the date of the notice to proceed, with intermediate deliverables due in accordance with the schedule as agreed between YCIPTA/YMPO and the Proposer(s) at a cost not to exceed $169,740.00. The anticipated date of the notice to proceed is **February 4, 2027**.

The SRTP is to be completed by **December 9, 2027**. The consultant shall provide a proposed project schedule for completion of the SRTP (Appendix C). Progress charts should be provided to illustrate the interrelationships and scheduling of the major tasks, deliverables, and meetings.

SECTION VIII: DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The Yuma Metropolitan Planning Organization (YMPO) supports the Arizona Department of Transportation's (ADOT) Disadvantaged Business Enterprise (DBE) Program in accordance with 49 CFR Part 26. As a recipient of federal financial assistance, YMPO is committed to ensuring nondiscrimination in the award and administration of USDOT-assisted contracts and providing DBEs a fair opportunity to participate in federally funded procurements.

This procurement is funded in whole or in part with Federal Transit Administration (FTA) funds and is being administered on a Race-Neutral Voluntary DBE participation goal. No contract-specific DBE participation goal has been established for this procurement. However, YMPO strongly encourages participation by certified DBE firms to assist ADOT in achieving its overall DBE program goals. Additional DBE requirements are contained in the Professional Services DBE Provisions (Appendix D).

As part of the DBE procedures for this procurement, Consultants shall comply with the following requirements:

1. **AZ UTRACS Bidders/Proposers List Requirement**
   All Consultants shall create and submit a Bidders/Proposers List in the Arizona Unified Transportation Registration and Certification System (AZ UTRACS). The list shall include all firms, subcontractors, service providers, and vendors that expressed interest in, submitted offers or quotes for, or were contacted regarding this contract, regardless of the Consultant’s intent to utilize those firms as part of the proposed team.

   AZ UTRACS Solicitation Information

The solicitation in AZ UTRACS is identified as follows:

Project Number: MPD11025-100.1
Project Title: Short-Range Transit Plan

2. **Submittal Requirement**
   Consultants shall complete and submit the Bidders/Proposers List electronically through AZ UTRACS prior to the Proposal submittal deadline. Submission of the list is required even if no subcontractors or vendors will be utilized for the project. Upon completion, AZ UTRACS will generate a confirmation email. A copy of the confirmation email notice shall be included with the proposal submittal and shall be excluded from the proposal page count.

   Consultants may access AZ UTRACS at https://utracs.azdot.gov to complete the required Bidders/Proposers List submittal.

SECTION IX: DOCUMENTATION OF CONSULTANT PROGRESS

The consultant shall provide project billing invoices, along with a brief monthly written progress report, via email to the YMPO project manager and to the YMPO accounts payable inbox at acctspayable@ympo.org. The progress reports shall include, at a minimum, a statement of work accomplished during the billing period per task. During project execution, a project billing invoice shall be submitted within ten (10) working days after the end of each month until the final report is submitted. The project billing shall include, at a minimum, in addition to the statement of work, a budgeted amount by task, the amount expended to date by task to date, cost for billing period, the remaining balance, percent completion, the hours expended, the amount expended for direct expenses, and a breakdown of progress and payments made to each subconsultant approved as part of the contract, including invoice documentation. During contract negotiations, the YMPO Executive Director will discuss the desired format and content of project billings with the consultant.

At a minimum, the Consultant shall provide project status presentations to the YMPO TAC every two months and separate presentations to the YCIPTA Board of Directors and the YMPO Executive Board at key project milestones.

SECTION X: COMPENSATION

All work as described in Section IV “Scope of Work” and Section V “Task 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, excluding 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. Ten (10) bound hard copies of the proposal shall be submitted to the YMPO.
4. Ten (10) 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: YCIPTA/YMPO SRTP.

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 SRTP. 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 SRTP. 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 E – 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

Questions & Comments
Any questions, requests for information, interpretation, or comments regarding the RFP must be submitted by mail, or email to Kwaku Karikari Manu, Senior Transportation Planner, Yuma Metropolitan Planning Organization, 230 West Morrison Street, Yuma, Arizona 85364, email: kmanu@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 November 23, 2026. YMPO staff will respond to ALL proposers' questions in an online matrix format by November 25, 2026.

SECTION XII: QUALIFICATIONS AND EVALUATION

YMPO seeks a qualified consultant or firm with relevant education, professional qualifications, and demonstrated experience in transportation planning and the development of Short-Range Transit Plans. Proposals shall demonstrate the team's ability to deliver a comprehensive, practical, and implementable plan tailored to the Yuma region.

Proposals shall address the following:

1. **Objectives of the Project**: Identify the proposed technical objectives that will guide the project. The objectives shall clearly and concisely convey the project's intent, align with the Scope of Work, and demonstrate the Consultant's creativity and understanding of the project.

2. **Technical Approach and Presentation of Anticipated Products:** Describe the proposed approach to completing each task identified in the Scope of Work. For each task, identify the proposed activities, methods, anticipated issues, potential solutions, and resulting deliverables. Explain how findings, recommendations, and other anticipated products will be documented and presented. Identify any suggested refinements and explain their value to the project. The agreed-upon Scope of Work will be incorporated into the contract. Following Notice to Proceed, the Consultant shall refine the Scope of Work in coordination with YMPO under Task 1. Refinements shall remain within the agreed-upon contract amount and shall not reduce required deliverables or alter project objectives without YMPO's prior written approval.

3. **Project Staff:** Describe how the proposed team will complete the work. Provide staffing table similar to, but not necessarily identical to, the Staffing Table in Appendix B, include the following:
   - 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.

   Provide an organizational chart identifying the project manager, key personnel, subconsultants, and reporting relationships.

4. **Qualifications, Experience, and Staff Stability:** Describe the relevant education, professional qualifications, and experience of each proposed team member, including the length of time each individual has been employed by the firm. Emphasize the number, complexity, and relevance of similar projects conducted by the proposed project manager and team members within the past ten years.

   Describe how staffing continuity and sufficient personnel availability will be maintained throughout the project. Commitments of key personnel identified in the proposal will be requirements of the executed contract. Any substitution of key personnel shall require YMPO's prior written approval. Identify professional licenses, registrations, or certifications applicable to the proposed services and confirm that they are current and in good standing.

5. **Relevant Projects and References:** Provide a list of projects completed or currently underway within the past ten years by the prime and proposed subconsultants that involve services similar to those described in the RFP. Clearly distinguish completed projects from those in progress. Include the following information for each project:
   - Project name and location.
   - Project start and completion dates, or anticipated completion date.
   - Client organization's name and address.
   - Reference contact's name, title, current telephone number, and email address.
   - A brief description of the project, its relevance to the proposed services, and the firm's responsibilities.

- The names and roles of proposed team members who participated in the project.

6. **Project Schedule and Cost Control Approach:** Provide a proposed project schedule and describe the approach to managing the schedule and budget throughout all phases of the project to meet project objectives. Identify all major work items, critical activities, and realistic start and completion dates. The completion dates shown on the schedule will likely be used in the contract unless modified.

7. **Quality Control Ability:** Describe the quality assurance and quality control procedures the proposed team will apply throughout the project. Identify the personnel responsible for reviewing work products and deliverables.

   Explain how the team will verify accuracy, maintain consistency among deliverables, document and address review comments, and provide complete, clear, and usable products.

Evaluation Criteria: YMPO's Selection Committee will evaluate responsive proposals to identify the consultant or firm most qualified to perform the services described in this RFP. The following evaluation criteria and weights will apply:

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

Project Understanding and Approach will consider responses to Items 1 and 2. Strength of Team and Relevant Projects will consider responses to Items 3 through 5. The remaining criteria will consider responses to Items 6 and 7, respectively.

Each evaluator will independently score proposals using the criteria above. Individual evaluators' total scores will be averaged to determine each proposal's overall score and initial ranking.

Evaluation of the Project Schedule and Cost Control Approach will consider the Consultant's approach to managing the schedule, resources, and budget. Proposed 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.

SECTION XIII: SELECTION PROCESS

1. **General:** YMPO intends to select the consultant or firm most qualified to perform the services described in this RFP, based on the evaluation criteria in Section XII and the selection procedures below. YMPO reserves the right to reject any or all proposals.

   YMPO will designate a Selection Committee to evaluate proposals and recommend a preferred consultant to the YMPO Executive Board.

2. **Initial Screening:** YMPO will review proposals for completeness and compliance with the submission requirements and minimum qualifications identified in this RFP. Proposals determined to be nonresponsive will not proceed to further evaluation.

3. **Proposal Evaluation and Ranking:** The Selection Committee will evaluate and rank responsive proposals using the criteria and scoring method identified in Section XII. During the review, YMPO may request additional information or clarification, verify qualifications and project experience, contact listed references or other clients, and obtain information relevant to the evaluation. Information considered in evaluating proposals shall relate to the published evaluation criteria.

4. **Interviews:** YMPO may invite up to three of the highest-ranked firms to participate in interviews. The proposed project manager shall attend and be available to answer questions. Other key personnel may be requested to participate. If interviews are conducted, participating firms will receive advance notice of the interview format, required participants, evaluation criteria, and how interview results will be used to determine the final ranking. YMPO may proceed with selection based on the written proposals without conducting interviews.

5. **Selection Criteria:** Following the evaluation of proposals and any interviews, the Selection Committee will recommend a preferred consultant to the YMPO Executive Board. The recommendation shall be based on the evaluation criteria and selection procedures described in this RFP. The YMPO Executive Board will make the final selection based on the evaluation record and the Selection Committee's recommendation, subject to successful contract negotiations. Selection does not constitute authorization to begin work.

6. **Contract Negotiations:** YMPO will enter into negotiations with the selected consultant to establish the final Scope of Work, schedule, and fair and reasonable compensation. If an agreement cannot be reached, YMPO will terminate negotiations in writing and may begin negotiations with the next highest-ranked firm. This

process may continue until an agreement is reached or YMPO determines that ending the selection process is in its best interest. The final agreement shall be subject to YMPO's approval and applicable contract requirements.

7. **Notification:** YMPO will notify all proposers in writing of the selection outcome.

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 E and must be submitted by the Consultant in order for the Consultant to be considered responsible and their proposal to be considered responsive.

7. **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 E hereto.

8. **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.

9. **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.

10. **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 recommendations. 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, by 3:00 p.m., MST, December 1, 2026. The YMPO Executive Director will respond to these protests by December 2, 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, by 3:00 p.m., MST, February 1, 2027. The YMPO Executive Director will respond to these protests by February 3, 2027, 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, December 8, 2026. The deadline for submitting protests to FHWA after opening or announcement of award is 3:00 p.m. MST, February 5, 2027.

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. Ten (10) copies and ten (10) 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, December 14, 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 Short-Range Transit Plan.

LATE PROPOSALS WILL NOT BE ACCEPTED.

Procurement Timeline (*Subject to change without notice*)

November 9, 2026,	Release date of RFP.
November 23, 2026,	Questions for RFP due to YMPO by 3:00 p.m., MST.
November 25, 2026,	Responses to questions posted at https://ympo.org click on "RFPs" and select "YMPO Short-Range Transit Plan".
December 14, 2026,	RFP submittals due no later than 3 P.M., MST.
December 14, 2026,	RFP responses distributed to the review committee.
January 14, 2027,	IF interviews are NOT needed, the Selection sub-committee recommends the preferred consultant/firm. If interviews are needed, following dates will be extended slightly:
January 28, 2027,	YMPO Executive Board approves selected consultant/firm.
February 4, 2027,	Estimated Notice to Proceed.
December 9, 2027,	YMPO YCIPTA Short Range Transit Plan Final Report due (est.).

SECTION XIX: FEDERAL MANDATORY TERMS, CONDITIONS, AND REQUIREMENTS

Federal Funding Source: Federal Transit Administration (FTA) Section 5305(e) Transit Planning
Assistance Listing Number: 20.505
Project Name: YMPO Short Range Transit Plan
Federal Aid Project Number: MPD-G-426

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~~)~~. In accordance with 2 CFR 200.329, 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 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.

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/?docName=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 subagreement 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.
Commercial General Liability (CGL) – Occurrence Form
The policy shall include bodily injury, property damage, and broad-form contractual liability coverage.

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

1. The policy shall be endorsed, as required by written agreement, to include the "The State of Arizona, ADOT, and its officers, officials, agents, and employees" shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the subrecipient.

2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, the Department and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the subrecipient.

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

● Combined Single Limit (CSL) $1,000,000

1. The policy shall be endorsed, as required by written agreement, to include the "The State of Arizona, ADOT, and its officers, officials, agents, and employees" shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the subrecipient.

2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, the Department and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the subrecipient.

Workers' Compensation and Employes' Liability

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

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

General Approach

The Yuma Metropolitan Planning Organization (YMPO) and the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) seek to develop a comprehensive Short-Range Transit Plan (SRTP) to guide transit operations, capital investments, and service enhancements over the next five years. The plan shall provide a fresh, independent assessment of current conditions and future transit needs and align with the FY 2026–2050 YMPO Long-Range Transportation Plan (LRTP). The previous SRTP, finalized in May 2021, shall serve as background information, with prior assumptions and recommendations reassessed using current data, service performance, and public and agency input.

YMPO and YCIPTA encourage innovative, data-driven approaches that incorporate equity considerations and evaluate emerging technologies and service models, such as real-time tracking and microtransit, based on regional needs and feasibility. The plan shall also evaluate creative and feasible local revenue strategies, potential sources of matching funds, and specific grant opportunities to support implementation.

The plan shall present information in clear, easy-to-understand language, with findings and recommendations supported by relevant data and analysis. Tables, maps, charts, and other visuals shall be used where helpful to explain key findings and proposed improvements and support meaningful public and agency engagement. All proposed tasks and activities shall comply with applicable federal requirements and relevant FTA guidance, including FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*, or its successor guidance, as applicable.

SRTP Purpose

The purposes of this SRTP are to:

A. Serve as a management, operational, and planning document for the YMPO and the YCIPTA, supporting regional transit planning, coordination, and decision-making;

B. Evaluate existing services, operational performance, ridership trends, demographic conditions, and regional mobility needs, including the needs of underserved populations;

C. Develop a fiscally constrained near-term transit strategy identifying operational improvements, capital needs, and implementation priorities;

D. Support YCIPTA's operating and capital planning efforts, including financial capacity assessments, post-pandemic recovery considerations, regional growth projections, and long-term service sustainability;
E. Support federal, state, and regional funding applications, programming efforts, and compliance activities, including integration into the YMPO Transportation Improvement Program (TIP);
F. Engage riders, non-riders, member agencies, tribal communities, and community partners to identify mobility needs, evaluate service alternatives, and shape practical transit recommendations; and
G. Establish transit priorities and recommendations that support the adopted YMPO Long-Range Transportation Plan (LRTP) and inform its next update and related regional planning efforts, connecting near-term transit investments with long-term regional transportation goals.

Planning Horizon and Updates

The SRTP shall utilize a five-year planning horizon focused on near-term transit operational, capital, and service improvement needs. A longer planning horizon may be incorporated, as necessary, to address significant capital replacement or rehabilitation needs, major service changes, fleet replacement cycles, or long-term financial and operational considerations. The SRTP should be comprehensively updated approximately every five years, or as otherwise needed to reflect significant operational, financial, regulatory, or regional planning changes.

Project Tasks

Task 1: Project Management and Coordination
Task 2: Review Previous Plans and Assess Existing Transit Conditions
Task 3: Public Participation and Stakeholder Outreach
Task 4: Transit Needs Assessment, Goals, and Service Standards
Task 5: Identify and Evaluate Future Transit Service Alternatives
Task 6: Capital Improvements, Facilities, and Funding Strategy
Task 7: Financial and Implementation Framework
Task 8: Draft and Final YMPO/YCIPTA Short-Range Transit Plan

Task 1: Project Management and Coordination

The Consultant shall provide overall project management and coordination with YMPO and YCIPTA staff, the YMPO Technical Advisory Committee (TAC), YCIPTA Board of Directors, YMPO Executive Board, participating jurisdictions, and other relevant stakeholders throughout the development of the Short-Range Transit Plan (SRTP).

Upon receiving Notice to Proceed, the Consultant shall conduct a kickoff meeting to

confirm the project objectives, refined scope of work, planning horizon, schedule, agency responsibilities, deliverables, and coordination procedures. The Consultant shall prepare a detailed work plan and Gantt-type project schedule identifying major milestones, public outreach activities, TAC meetings, Board presentations, and deliverable review periods.

The Consultant shall facilitate biweekly project coordination meetings with YMPO and YCIPTA staff, provide monthly invoices with progress updates, and maintain communication throughout the project. The Consultant shall also apply appropriate quality control procedures to ensure timely completion of deliverables.

The Consultant shall coordinate technical reviews and policy direction with the appropriate agencies. The TAC shall serve as the primary technical review body, while the YCIPTA Board and YMPO Executive Board shall provide direction and take action consistently with their respective responsibilities.

The Consultant shall establish and facilitate a coordinated review process with YMPO and YCIPTA to sequence technical reviews, obtain policy direction at key milestones, consolidate comments, and document how feedback is addressed. The TAC shall serve as the primary technical review body. The YCIPTA Board of Directors shall provide policy and implementation direction, while the YMPO Executive Board shall provide regional policy direction, with each board taking action within its respective authority. The Consultant shall work with YMPO and YCIPTA staff to incorporate feedback into project recommendations and bring items requiring policy direction to the appropriate board.

Key Activities

- Conduct a project kickoff meeting with YMPO and YCIPTA staff.
- Prepare a refined scope of work.
- Prepare a detailed work plan, project schedule, and task-level budget.
- Establish project coordination procedures and agency responsibilities.
- Facilitate biweekly coordination meetings and provide monthly progress reports.
- Coordinate project milestones and presentations with the TAC and respective Boards.
- Monitor project progress, deliverables, and quality control.

Deliverables

- Kickoff meeting and meeting summary.
- Final Project Management Plan, Work Plan, and Schedule.
- Agency Coordination and Responsibility Framework.
- Monthly Progress Reports and Meeting Summaries.
- TAC and Board Presentation Materials.

Task 2: Review Previous Plans and Assess Existing Transit Conditions

The Consultant shall review previous and existing transportation plans, studies, and guidelines to identify relevant recommendations, current transit conditions, and key issues to be addressed during development of the SRTP.

The review shall include the most recent adopted YCIPTA/YMPO Short-Range Transit Plan, the FY 2026–2050 YMPO Long-Range Transportation Plan, applicable YCIPTA financial documents, the Transit Asset Management Plan, Public Transportation Agency Safety Plan, Title VI Program, and other relevant regional and local plans.

The Consultant shall evaluate the implementation status of recommendations from the previous SRTP, identifying completed, partially completed, outstanding, and no-longer-applicable recommendations and any barriers to implementation.

The Consultant shall assess YCIPTA's existing transit system, including fixed-route, demand-response, and complementary paratransit services, fleet, facilities, schedules, fares, staffing, operating arrangements, passenger amenities, and financial performance.

The assessment shall include available historical trends in ridership, operating costs, service reliability, route productivity, accessibility, and system performance. GIS mapping and available demographic and socioeconomic data shall be used to identify existing transit coverage, major destinations, and service gaps.

Key Activities

- Review previous SRTP recommendations and assess implementation progress.
- Review relevant regional plans, transit policies, and applicable federal and state requirements.
- Inventory existing routes, schedules, fleet, facilities, passenger amenities, and operating arrangements.
- Analyze available ridership, operating costs, service reliability, and route-level performance data.
- Assess demographic characteristics, travel patterns, and major transit destinations.
- Identify existing service gaps, operational challenges, and infrastructure deficiencies.

Deliverables

- Existing Conditions and System Performance Technical Memorandum.
- Previous SRTP Implementation Assessment.
- Transit System Inventory and Performance Summary.
- GIS Maps of Existing Services, Major Destinations, and Service Gaps.

Task 3: Public Participation and Stakeholder Outreach

The Consultant shall develop and implement a comprehensive Public Involvement Plan (PIP) to ensure meaningful participation by public agencies, policymakers, transit users, community organizations, and other stakeholders throughout the development of the Short-Range Transit Plan (SRTP).

Stakeholder engagement shall include, but not be limited to, YCIPTA Board of Directors, YMPO Executive Board members, YMPO Technical Advisory Committee (TAC) members, YMPO and YCIPTA staff, Imperial County Transportation Commission, participating jurisdictions, federal and state transportation agencies, tribal governments, transit operators and employees, educational institutions, employers, healthcare and social service providers, economic development organizations, community-based organizations, and other transportation and mobility service providers. Particular attention shall be given to current and potential transit riders, non-riders, older adults, people with disabilities, transit-dependent populations, rural communities, and other underserved populations.

The Consultant shall utilize a combination of stakeholder interviews, rider and non-rider surveys, public meetings, workshops, social media, and appropriate virtual engagement tools to gather input on existing transit conditions, service needs, operational challenges, and potential improvements. Outreach activities shall be accessible and include English- and Spanish-language materials consistent with applicable language-access requirements.

At least two rounds of public outreach shall be conducted. The first shall focus on identifying existing transit needs and community priorities, while the second shall obtain feedback on proposed service alternatives and recommendations. The Consultant shall coordinate engagement activities with YMPO and YCIPTA and document how public and stakeholder input influenced the SRTP recommendations.

Key Activities

- Prepare a Public Involvement Plan identifying outreach methods, schedules, and responsibilities.
- Identify and engage YCIPTA Board members, YMPO Executive Board members, TAC members, participating jurisdictions, public agencies, community organizations, transit users, and other relevant stakeholders.
- Conduct stakeholder interviews, rider and non-rider surveys, and targeted engagement activities.
- Conduct at least two rounds of public outreach using in-person and virtual participation opportunities.

- Provide accessible outreach materials in English and Spanish, as applicable.
- Document stakeholder input and incorporate findings into the development and evaluation of transit alternatives.

Deliverables

- Limited English Proficiency (LEP) Four-Factor Analysis
- Public Involvement Plan.
- Stakeholder Engagement and Survey Summary.
- Public Outreach Meeting Materials and Summaries.
- Public Involvement Summary for the Final SRTP.

Task 4: Transit Needs Assessment, Goals, and Service Standards

The Consultant shall evaluate current and future transit needs within the YCIPTA service area using findings from the existing conditions assessment, public outreach, demographic analysis, and regional development trends.

The assessment shall consider population and employment growth, travel patterns, major activity centers, transit-dependent populations, accessibility, and anticipated changes in transportation demand.

The Consultant shall review and update YCIPTA's goals, objectives, and service standards to guide future transit operations, service improvements, and capital investments. Goals and standards shall address service efficiency, reliability, safety, accessibility, equity, customer satisfaction, financial sustainability, and regional connectivity.

Service standards shall be specific and measurable where feasible and shall establish a consistent framework for evaluating existing services, proposed improvements, and future system performance.

Key Activities

- Assess current and future transit demand and identify priority service areas.
- Evaluate access to employment, healthcare, education, and other essential destinations.
- Identify service gaps and unmet mobility needs.
- Review and update transit goals, objectives, and service standards.
- Establish measurable performance indicators for service efficiency, reliability, accessibility, and cost effectiveness.
- Develop criteria for evaluating future transit improvements.

Deliverables

- Transit Needs Assessment and Priority Needs Summary.

- Updated Transit Goals, Objectives, and Service Standards.
- Transit Performance Measures and Alternatives Evaluation Criteria.

Task 5: Identify and Evaluate Future Transit Service Alternatives

The Consultant shall identify and evaluate potential transit service improvements and future service networks based on the findings of the existing conditions assessment, transit needs analysis, and public involvement activities.

The Consultant shall conduct a detailed operational evaluation of existing fixed-route, demand-response, and complementary paratransit services, including route productivity, service frequency, operating hours, running times, transfers, reliability, and operating costs. Potential improvements shall include route restructuring, schedule adjustments, evening and weekend service, service expansion, regional connections, and appropriate alternative service delivery models.

The Consultant shall evaluate opportunities for microtransit and other flexible transit services in areas such as San Luis, the Foothills, Wellton, and other locations where demonstrated demand and operational conditions support such services.

The Consultant shall also assess opportunities for first- and last-mile connections, micromobility integration, improved customer information, real-time transit tracking, scheduling technologies, and other practical transit innovations.

At a minimum, the Consultant shall compare a fiscally constrained alternative based on reasonably anticipated funding and an enhanced alternative requiring additional resources. Alternatives shall be evaluated using consistent criteria, including anticipated ridership, operating costs, capital requirements, staffing and fleet needs, accessibility, benefits, and implementation feasibility.

Key Activities

- Evaluate existing transit operations and route-level performance.
- Identify potential route, schedule, frequency, and service coverage improvements.
- Assess opportunities for microtransit, first- and last-mile connections, and regional mobility integration.
- Evaluate appropriate technology and customer information improvements.
- Develop fiscally constrained and enhanced service alternatives.
- Compare alternatives based on cost, ridership, accessibility, operational feasibility, and implementation requirements.
- Recommend preferred service improvements based on technical analysis and agency input.

Deliverables

- Transit Service and Operational Alternatives Technical Memorandum.
- Alternative Service Network Maps.
- Alternatives Evaluation Matrix, including Costs and Benefits.
- Recommended Service Improvement Strategy.

Task 6: Capital Improvements, Facilities, and Funding Strategy

The Consultant shall identify and prioritize capital improvements necessary to support existing and proposed transit services over the five-year planning horizon. The assessment shall include fleet replacement and expansion, bus stops, shelters, shade, passenger amenities, accessibility improvements, safe pedestrian and bicycle connections, transfer facilities, maintenance and administrative facilities, safety improvements, and transit technology.

The Consultant shall evaluate YCIPTA-owned land for potential transit facility development, including possible administrative, operational, maintenance, vehicle storage, transfer, or other transit-supportive uses. The assessment shall identify feasible facility concepts, preliminary development requirements, planning-level costs, implementation phases, and potential funding opportunities.

The Consultant shall prepare a prioritized capital improvement program consistent with YCIPTA's asset management needs and relevant regional transportation planning and programming requirements.

The Consultant shall also identify applicable federal, state, regional, local, and other funding opportunities to support recommended transit improvements. Particular attention shall be given to competitive grants, federal transit funding programs, capital facility development opportunities, and strategies for securing required local matching funds.

A grant and funding matrix shall be developed identifying potential funding programs, eligible projects, administering agencies, anticipated funding availability, local-match requirements, application timing, and actions necessary to pursue funding.

Key Activities

- Assess fleet, passenger facility, accessibility, safety, and technology needs.
- Identify and prioritize capital improvements with planning-level cost estimates.
- Evaluate YCIPTA-owned land and potential transit facility development opportunities.
- Develop preliminary facility development concepts and implementation considerations.

- Identify applicable grant programs and other capital funding opportunities.
- Evaluate local-match requirements and potential sources of matching funds.
- Identify grant-readiness requirements and funding opportunities for prioritized projects.
- Coordinate capital recommendations with relevant YMPO and YCIPTA plans and programs.

Deliverables

- Prioritized Five-Year Capital Improvement Program.
- YCIPTA-Owned Land and Facility Development Strategy.
- Capital Improvement Cost Estimates and Funding Priorities.
- Grant Opportunities and Local-Match Funding Matrix.

Task 7: Financial and Implementation Framework

The Consultant shall prepare a comprehensive five-year financial and implementation plan to guide the phased implementation of recommended transit service, capital, and operational improvements.

The financial plan shall identify projected annual operating and capital expenditures, anticipated revenues, existing funding commitments, local-match requirements, reserves, funding gaps, and major financial risks. Financial projections shall incorporate reasonable inflation assumptions and distinguish secured or reasonably anticipated funding from potential or competitive funding sources.

The Consultant shall develop a fiscally constrained five-year program supported by anticipated resources and a separate enhanced program identifying additional improvements that could be implemented if new funding becomes available.

An implementation program shall be prepared identifying the recommended timing, responsible agencies, funding requirements, prerequisites, and performance measures for each proposed improvement.

Particular emphasis shall be placed on developing a detailed action program for the first two years of implementation, including grant applications, local-match commitments, procurement, capital programming, service changes, and required agency approvals.

The Consultant shall identify projects requiring coordination with the YMPO Transportation Improvement Program (TIP), Long-Range Transportation Plan (LRTP), Unified Planning Work Program (UPWP), or other applicable programs.

Key Activities

- Prepare five-year operating and capital financial projections.
- Identify anticipated revenues, expenditures, local-match requirements, and funding gaps.
- Develop fiscally constrained and enhanced implementation programs.
- Establish implementation priorities and schedules for recommended improvements.
- Prepare a detailed first-two-year action program.
- Identify agency responsibilities, funding prerequisites, and required programming actions.
- Establish performance measures for monitoring implementation progress

Deliverables

- Five-Year Financial Plan and Funding Gap Analysis.
- Fiscally Constrained and Enhanced Implementation Programs.
- Detailed First-Two-Year Action Plan.
- Five-Year Implementation Matrix.
- Performance Monitoring and Evaluation Framework.

Task 8: Draft and Final YMPO/YCIPTA Short-Range Transit Plan

The Consultant shall prepare a Draft Five-Year Short-Range Transit Plan incorporating the findings, analyses, recommendations, financial strategies, and implementation priorities developed through the preceding tasks.

The Draft SRTP shall be submitted to YMPO and YCIPTA for review and subsequently made available for public comment for a minimum of 30 days, or longer if required by applicable public participation procedures.

The Consultant shall incorporate appropriate comments and prepare a Final Five-Year SRTP that presents a coordinated, financially feasible, and implementation-oriented strategy for improving transit services and facilities throughout the planning horizon.

The Final SRTP shall include an executive summary (English and Spanish), supporting technical analyses, prioritized service and capital recommendations, financial and funding strategies, and an implementation program. The Plan shall be suitable for agency adoption, future transportation programming, grant applications, and implementation monitoring.

Key Activities

- Prepare and submit the Draft Five-Year SRTP.
- Coordinate agency review and the public comment period.
- Present the Draft SRTP to the TAC and respective Boards.

- Review and address comments received.
- Prepare the Final SRTP and support agency adoption.
- Provide final supporting documents and editable project files.

Deliverables

- Draft Five-Year YMPO/YCIPTA Short-Range Transit Plan.
- Final Five-Year YMPO/YCIPTA Short-Range Transit Plan.
- Editable Project Files.

APPENDIX B: EXAMPLE STAFFING/COST TABLE

Hours Contribution Table for: YMPO Short-Range Transit Plan			Contract Number								
			Purchase Order #								
			Task Assignment #								
Team Member			Task and Associated Hours							Total	
Name	Role	Rate	1	2	3	4	5	6	7	Hours	Billing
Prime Consultant (name of firm)											
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**
Totals (Prime Consultant)			**12**	**29**	**32**	**37**	**42**	**30**	**44**	**226**	**$37,535**
Sub-Consultant (name of firm)											
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**
Totals (Sub-Consultants)			**11**	**35**	**52**	**62**	**47**	**37**	**46**	**290**	**$45,950**
Lump Sums											
Printing and Graphics			**$30**	**$25**	**$20**	**$0**	**$0**	**$0**	**$800**	**-**	**$875**
Advertising			**$175**	**$75**	**$20**	**$20**	**$20**	**$30**	**$300**	**-**	**$640**
Total Lump Sums			**$205**	**$100**	**$40**	**$20**	**$20**	**$30**	**$1,100**	**-**	**$1,515**
PROJECT COST TOTAL (this is just a sample amount)											**$320,000**

APPENDIX C: PROJECT SCHEDULE

To be added by the Consultant

APPENDIX D: PROFESSIONAL SERVICE DBE PROVISIONS

DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

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

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

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

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

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

2.0 Assurances of Non-Discrimination:

The consultant, Subrecipient, or Subconsultant will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49CFR Part 26 on the basis of race, color, sex, national origin, age or disability.

In Compliance with the ADOT DBE Program Plan, the Subrecipient/Subgrantee shall not, directly or through contractual or any other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program. The Subrecipient will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the sward and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

The Subrecipient agrees to perform the following minimum DBE Program Compliance Required Activities:

- Part of the proposal submission during a formal procurement (RFP, IFB, etc.), the Subrecipient must incorporate receipt of a bidder's list into the responsiveness / susceptible for award determination. FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST TO THE GRANTEE PROCUREMENT OFFICE BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.

- Each contract you sign with a contractor or consultant and each subcontract a prime signs with a subcontractor must include the following assurance.
    a) *A vendor/contractor/consultant/subcontractor/subconsultant (herein after referred to as "contractor") shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department's concurrence, deems appropriate, which may include, but is not limited to:*
        - *Withholding payments;*
        - *Assessing Sanctions;*
        - *Liquidated damages; and /or*
        - *Disqualifying the contractor form future bidding on the grounds of being non-responsible.*
    b) *Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.*

c) *Each contractor shall designate a full time employee who shall be responsible for the administration of the contractor's DBE program.*

d) *Each contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.*

e) *Subcontract Payment Reporting in the DBE system:*

e.1) The Arizona Department of Transportation (the Department) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report FTA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race-neutral and race-conscious projects (i.e., projects with and without DBE goals).

e.2) The contractor shall respond to Subrecipient payment audits reported each month electronically through the Department's web-based payment tracking system (https://adot.dbesystem.com), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors shall also respond to its audits and report lower-tier subcontractor payments in the same manner.

e.3) If, by the DBE system audit deadline, the contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the Project Manager will work with the ADOT MPD Program Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions.

f) *The contractor shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.*

g) *Any language provided in this Agreement DBE Section supersedes language provided by ProcurementPro for FTA-funded contracting requirements.*

3.0 Definitions:

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

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

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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

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

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

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

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

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

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the

Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

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

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

4.01 Mentor-Protège Program

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

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

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the consultant uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

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

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise."

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

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

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

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

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded

a contract. Being certified simply means that a firm has met the criteria for DBE certification as outlined in 49 CFR Part 26. The consultant bears all risks of ensuring that DBE firms selected by the consultant are able to perform the work.

6.02 SBC Registration:

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

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

SBCs can register online at the AZ UTRACS website.

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

7.0 DBE Financial Institutions:

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

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

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day

of the period is a Saturday, Sunday, Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, Federal or State holiday. In circumstances where the LPA/Subrecipient Procurement Office is closed for all or part of the last day, the period extends to the next day on which the LPA / Subrecipient Procurement Office is open.

11.0 DBE Goal:

The Department has not established contract goals for DBE participation in this contract.

Consultants are still encouraged to employ reasonable means to obtain DBE participation. Consultants must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

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

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

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

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

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

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

13.0 Payment Reporting:

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

14.0 Crediting DBE Participation:

14.01 General Requirements:

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

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

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

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

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

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

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

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

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

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

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

14.02 Effect of Loss of DBE Eligibility:

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

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

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

14.03 Notifying the Consultant of DBE Certification Status:

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

14.04 Police Officers:

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

14.05 Commercially Useful Function:

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

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining

quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the LPA/Subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

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

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

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

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

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

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

15.0 Required Provisions for DBE Subcontracts:

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

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

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

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

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

16.0 Contract Performance:

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

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

17.0 Certification of Final DBE Payments:

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

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

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

18.0 False, Fraudulent, or Dishonest Conduct:

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

APPENDIX E: 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.

SIGNATURE	DATE
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 _____

Federal Aid Project Number: MPD-G-426

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:

1.	The consultant and its sub-consultants have not engaged in collusion with respect to the contract under consideration.
2.	The consultant, its principals, and sub-consultants, have not been suspended or debarred from doing business with any government entity.
3.	The consultant shall have the proper Arizona license(s) and registration(s) for services to be performed under this contract. Furthermore, the consultant shall ensure that all 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.
4.	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.
5.	The consultant's Project Team members are employed by the consultant on the date of submittal.
6.	All information and statements written in the proposal are true and accurate and that the YMPO reserves the right to investigate, as deemed appropriate, to verify the information contained in proposals.
7.	Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction with, the performance of the work hereunder by the consultant, its agents, representatives, or employees.
8.	No Federally appropriated funds have been paid or shall be paid, by or on behalf of the consultant, for the purpose of lobbying.
9.	If 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.
10.	The consultant will utilize all project team members, sub-consultants, and DBE firms, if applicable, submitted in the RFP, and will not add other project team members or sub-consultants, unless the consultant has received prior written approval from YMPO Executive Director.

11.	The consultant shall meet its DBE goal commitment and any other DBE commitments as stated in its RFP Proposal or Cost Proposal; and shall report on a timely basis its DBE utilization as detailed in the contract (if applicable).
12.	If selected, the consultant is committed to satisfactorily carry out the consultant's commitments as detailed in the contract and its RFP proposal.
13.	The consultant is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368).
14.	The consultant is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency.

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: _____