



## **REQUEST FOR PROPOSALS (RFP)**

### **FOR PROFESSIONAL GENERAL LEGAL SERVICES 2018-2020 FOR THE YUMA METROPOLITAN PLANNING ORGANIZATION**

**Release Date: October 17, 2017**

**Deadline for Submission: 3:00 p.m. (MST), November 16, 2017**

**Contact Person: Paul D. Ward, P.E., Executive Director**

**Released By:**

**Yuma Metropolitan Planning Organization  
502 South Orange Avenue, Yuma, Arizona 85364  
(928) 783-8911; Fax (928) 329-1674**

## TABLE OF CONTENTS

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SECTION	TITLE	PAGE NO.
I.	Solicitation .....	3
II.	YMPO Area of Coverage and Status of Planning .....	3-4
III.	Objective and Scope of Work .....	4-5
IV.	Minimum Qualifications.....	5
V.	Compensation .....	5
VI.	Contractual Time Frame .....	5
VII.	General Conditions and Instructions to Proposers.....	6-8
VIII.	Guidelines for Submittal.....	9-11
IX.	Disadvantaged Business Enterprises (DBE).....	11
X.	Selection Process.....	12-13
 APPENDICES		
A.	Title VI Agreement/Contract Requirements .....	14-15
B.	Disadvantaged Business Enterprises (DBE).....	16

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REQUEST FOR PROPOSALS  
FOR PROFESSIONAL GENERAL LEGAL SERVICES**

**RELEASE DATE:** October 17, 2017

**CLOSING DATE:** Proposals must be received by 3:00 p.m. (Mountain Standard Time), November 16, 2017, at the address below:

**CONTACT PERSON:** Paul D. Ward, P.E., Executive Director  
Yuma Metropolitan Planning Organization  
502 South Orange Avenue  
Yuma, Arizona 85364  
Phone: (928) 783-8911

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**SECTION I: SOLICITATION**

The Yuma Metropolitan Planning Organization (hereinafter referred to as the **YMPO**) hereby solicits qualifications and a proposed approach in written format for a qualified attorney or law firm to provide professional general legal services to YMPO.

**Submittals must be at the YMPO office by the deadline of 3:00 p.m. local time, on November 16, 2017**, one original and five (5) 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 granted approval of the YMPO on February 7, 1983. In late 1998, the YMPO Bylaws were amended to include 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 Executive Board is comprised of elected representatives from the governmental agencies within YMPO plus a member of the (Arizona) State Transportation Board appointed by the Governor. The Board appoints a senior administrator with responsibility for the day to day running of the YMPO and his/her title is the YMPO Executive Director (the Director).

### **SECTION III: OBJECTIVE AND SCOPE OF WORK**

#### **Upon request by the YMPO Executive Board and/or the YMPO Executive Director:**

- Provide general legal advice to the Board or Director on routine matters via telecommunication, email, or in person.
- Respond to the Board's enquiries by providing legal advice, upon request.
- Attend Board, Technical Advisory Committee, and Staff meetings.
- Review, consult, and approve (sometimes) complicated and controversial Board and Director correspondence.
- Represent the YMPO in the administration of all claims and litigation filed by or against it; provided, however, that special counsel may be retained to defend or prosecute actions requiring special expertise; further provided that outside counsel shall be retained in the event of a conflict of interest which disqualifies the attorney(s) from such representation.
- Monitor activities of any special counsel retained by the YMPO.
- Perform legal research and develop legal opinions. Such opinions shall be prepared in a summarized written format suitable for presenting to the Board, and incorporating in Board agenda packets.
- Review, consult and approve for legal sufficiency, continuing and proposed YMPO contracts, bylaws and service agreements (including intergovernmental agreements, grant agreements, etc.).
- Assist the YMPO in federal and state grant processes.
- Advise and assist the Board and/or Director in responding to claims and complaints regarding violations of civil rights, both federal and state.
- Monitor the annual session of the Arizona State Legislature to identify, analyze and track the passage of bills of interest to the YMPO.

- Provide legal advice and counsel to the Board and Director to ensure compliance with Federal, State, and local statutes, rules and regulations. This may lead to presentations by the Legal Counsel to the Board if, and when, needed.
- Initiate and conduct discovery including depositions on behalf of the YMPO and represent the YMPO in discovery initiated by opposing parties.
- Represent the YMPO before any Boards, Commissions, Courts, or Tribunals.
- Prepare draft bills that may be recommended by the Board and ensure their distribution to local legislative delegation and appropriate committees, or sub-committees.
- Act as an intermediary between the YMPO and counsel for other agencies or legal entities.
- Perform other legal services as may on occasion be specifically requested.

#### **SECTION IV: MINIMUM QUALIFICATIONS**

To be considered for award of this RFP, the Law Firm or Sole Practitioner must meet the following minimum qualifications or they will not be scored.

- Be a member, in good standing, of the Arizona Bar.
- Proposer has demonstrated at least five years of experience in transactional law. Such experience must include representation of a non-profit corporation; local government, or political subdivision that administers federal grant funds.
- Proposer has demonstrated direct experience in working with volunteer, non-profit boards, Federal OMB circulars covering government or non-profit entities; and Federal/State Grant Programs.
- If a multi-person firm responds, the person assigned to the YMPO should meet the above requirements. Proposer should list the name of the person assigned, in its response to the RFP.

#### **SECTION V: COMPENSATION**

While the YMPO hopes to attract proposals from a wide array of Sole Practitioners and Law Firms, the YMPO does not anticipate the position will command high hourly rates and/or extensive hours. The YMPO expects that costs for providing legal services to the Board and Director **will not exceed \$10,000.00 per year.**

Costs charged to YMPO will be on a request-based service and will require authorization of charge for service by the Board and/or Director.

#### **SECTION VI: CONTRACTUAL TIME FRAME**

YMPO is seeking professional general legal services for the YMPO on a contract basis for a three-year period, beginning January 1, 2018.

## **SECTION VII: GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

**Principal/Collusion:** By submission of this Proposal, the undersigned, as proposer(s), declare(s) that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this proposal, and that it is in all respects fair and in good faith, without collusion or fraud.

**Proposal Withdrawal:** No Proposal can be withdrawn after it is filed unless the proposer makes his request in writing to the YMPO Executive Director prior to the time set for the opening of Proposals (3:00 p.m. MST, on November 16, 2017), or unless the YMPO fails to accept it within thirty (30) days after the date fixed for opening.

**Proposer's Certification:** Submission of a signed Proposal is the proposer's certification that the proposer will accept any awards made to them because of said submission of the terms contained therein.

**Exceptions to Instructions or Conditions:** Proposers taking exception to any part or section of these instructions or conditions shall indicate such exceptions on their Proposal. Failures to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written.

**Laws and Regulations:** It shall be understood and agreed that all services, materials, and equipment shall comply fully with all Local, State, and Federal laws and regulations.

**Relation of YMPO:** It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor, and that neither he/she nor his/her employees shall, under any circumstances, be considered employees or agents of the YMPO and the YMPO shall be at no time be legally responsible for any negligence on the part of the said successful proposer, his/her employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporations.

**Terms:** All terms, conditions and provisions of the contract must be strictly observed, in addition to the general conditions herein described.

**Invoices:** Payments will be made for articles furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within a reasonable time thereafter. Invoices shall be submitted, with an attached detailed progress report indicating the reason or subject of charges incurred.

**Expenses Incurred In Preparing Proposal:** The YMPO does not accept responsibility for any expenses incurred in the Proposal, preparation, or presentation; such expenses are the full responsibility of the proposer.

**Default:** Failure or refusal of a proposer to execute a contract upon award, or withdrawal of a Proposal before such award is made, shall be grounds for removal of the firm's name from the YMPO's vendor file.

**Term Contracts:** If funds are not appropriated for continuance of the term contract to completion, cancellation will be accepted by the successful proposer on thirty (30) days prior written notice.

**Termination:** Should the contractor be found to have failed to perform their services in a manner satisfactory to the YMPO as per specifications, the YMPO may terminate the Legal Services Agreement immediately for cause; further the YMPO may terminate this Agreement for convenience with a seven (7) day written notice. The YMPO shall be sole judge of non-performance.

**Liability:** Successful proposer will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of God, and similar occurrences making performance impossible or illegal.

**Qualification of Proposers:** Before the award of any contract, each proposer may be required to show (to the complete satisfaction of the Board and/or the Director), that he/she has the necessary facilities, ability, and financial resources, to furnish the service as specified herein in a satisfactory manner, and he/she may also be required to show history and references which will enable the Board and/or Director to satisfy themselves as to the qualifications. Failure to qualify according to the foregoing requirements will justify the YMPO in rejection of a Proposal.

**Assignment:** The successful proposer(s) shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, its rights, titles or interests therein, or its power to execute such contract to any person, company or corporation without prior written consent of the YMPO.

**Lobbying:** All proposers are hereby placed on formal NOTICE that neither the Board, nor the Director, nor YMPO Staff, nor any members of the Selection Committee, are to be lobbied either individually or collectively concerning this proposal. Proposers and their agents who intend to submit a proposal for these services are hereby placed on formal

notice that during the process – from RFP release to final YMPO approval – they are not to contact members of the Board, nor the Director, nor Staff members, outside regular Board meetings, for such purposes as holding meetings of introduction, meetings related to the selection process (outside of those specifically scheduled by the Board) for negotiation, dinners, lunches, or any other actions that may be interpreted as potentially influencing the results of this process. Failure to comply with this requirement may result in an immediate disqualification of such agency/firm by the YMPO from further consideration for this proposal.

**Single Proposal:** Only **one** proposal to the YMPO from a legal entity will be considered. If it is found that a proposer is interested in more than one proposal, all proposals in which such a proposer is interested will be rejected.

**Signature of Proposer:** The proposer must sign the proposal in the spaces provided for signatures. If the proposer is an individual, the words “SOLE OWNER” shall appear after his/her signature. If the proposer is a partnership, the word “PARTNER” shall appear after the signature of one of the partners. If the proposer is a corporation, the signature required is the Officer, Officers or Individual duly authorized by its by-laws or the Board of Directors to bind the corporation with official corporate seal affixed thereto.

**Interpretation of Proposal Documents and Investigation of Project:** Each proposer shall thoroughly examine the Proposal documents and judge for himself/herself all matters relating to the location and the character of the services he/she agrees to perform. If the proposer should believe that the meaning of any part of the Proposal Document is doubtful, obscure or contains errors or omissions, he should report such opinion or opinions to the YMPO Executive Director.

Neither the YMPO Executive Director nor his/her staff shall be responsible for oral interpretation given either by herself or members of his/her staff. The issuance of a written addendum shall be the only official method whereby such interpretation will be given.

**Rejection or Acceptance of Proposals:** The right is reserved by the YMPO to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by the YMPO to accept the proposal(s) which in the judgment of the YMPO is/are deemed the most advantageous for the public.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful proposer or his/her refusal to enter into contract with YMPO, YPMO reserves



the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

## **SECTION VIII: GUIDELINES FOR SUBMITTAL**

### RFP Response Format

The RFP respondent shall submit Proposals with the following information:

- A. Proposals are to be prepared using standard white 8 x 11-inch paper and be less than 15 single sided pages in length (not including the front cover).
- B. An original and five (5) copies of the proposal shall be submitted to the YMPO.
- C. One electronic copy of the proposal with all the information requested.
- D. All expenses incurred by the consultant/firm in preparation of the response to this RFP shall be borne by the consultant/firm.
- E. Faxed questions are OK, but faxed proposals will **not** be accepted.

**\*\* Important - Please submit your RFP response with topical discussions corresponding to the numbers (excluding the cover letter, #1) in the outline below. Numbered and lettered items will assist the review committee in evaluating your firm's qualifications.**

The following items must be included in each proposal to be considered complete and responsive. The firm or sole practitioner should respond to these items in the order below. As part of the proposal, a cover letter shall be attached discussing a summary of the proposal, with contact information regarding the proposal and signed by the Chief Executive Officer and/or Owner and/or Chair of the Firm.

To facilitate the evaluation of each proposal, it is required to adhere to the following format:

- **Introduction** - Name of law firm, office location, and contact information. A brief description of the firm's size, date of establishment, type of organization, and local organizational structure.
- **Relevant Experience/Expertise and Background:**
  - Proposer shall provide any information which documents successful and reliable experience and expertise of the firm in the representation of public agencies, non-profit organizations or federal-grant recipients, including the experience and qualifications of your firm that you consider pertinent or useful to the services to be rendered to the YMPO.
  - Proposer shall provide a representative list of similar public agency clients represented within the last ten years.
  - Please identify any foreseeable or potential conflicts of interest which would result from such representation and the way in which you would propose to resolve such conflicts.

- Proposer must disclose of all past or pending disciplinary proceedings filed by the Arizona Bar or any other state bar organization against a Relevant Attorney.
- Proposer must disclose all criminal charges or convictions (including voluntary pleas of nolo contendere or the like) of any Relevant Attorney in any foreign or domestic jurisdiction.
- Proposer must disclose all judicial, administrative or regulatory injunctions, orders, contempt findings, or other judicial, administrative or regulatory sanctions, fines, penalties, consent decrees or other enforcement actions in which a Relevant Attorney was the defendant, or similar party against whom such proceeding or action was sought.
- Proposer must disclose all instances in which a Relevant Attorney was ever accused of or investigated for (including, without limitation, administrative or regulatory bodies or agencies, business or trade associations or consumer-help groups or organizations) any alleged act or omission involving fraud, dishonesty, deceit, false statements, or omissions, breach of trust, wrongful taking or withholding of property, bribery, extortion or any similar act or omission.
- Proposer must disclose all cases in which a Relevant Attorney has ever been a defendant (including cross claims) in a civil lawsuit, administrative or regulatory proceeding or arbitration or mediation in which fraud, dishonesty, deceit, false statements or omissions, breach of trust, wrongful taking or withholding of property, bribery, extortion or any similar act or omission was alleged (regardless of outcome or if found to be meritless).
- Proposer must disclose all instances in which a Relevant Attorney has ever had a license or permit of any kind revoked, suspended, cancelled or surrendered.

- **Personnel**

- Proposer shall provide the overall capabilities, qualifications, training, and area of expertise for each of the principals, partners and associates of the law firm, including the length of employment for each person and his/her area of specialization with special emphasis in non-profit boards or other public-sector experience.
- Proposer shall provide a professional chronology, including the educational background, legal training, and years of practice (including date of admission to the Arizona bar) for the individual who will be designated to serve as primary legal counsel, as well as for others anticipated to be involved in providing legal services to the YMPO.

- **References** – The proposer shall provide at least three (3) professional references (name, organization, email address, and direct telephone number) including any specific non-profit, public agency or governmental clients. Provide a description of the services and the role of the firm and key individuals in performing services.
- **Insurance Certification**
  - Worker’s Compensation
  - Employers’ Liability Insurance
  - Commercial General Liability Insurance
  - Professional Liability Insurance
  - Automobile Liability Insurance
- **Compensation** – Provide a projected budget that shows personnel with job titles and hourly charged rates. Budget should also include direct expenses which may include, but are not limited to, travel/mileage, telephone, postage, and reproductions. (This should be submitted separate in an enclosed envelope).

**SECTION IX: DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

As required by Code of Federal Regulations, Title 49, Section 26.13 (also written as 49 CFR 26.13), the YMPO shall not discriminate based on race, color, national origin, religion, gender, age or disability in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR 26. The YMPO shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The YMPO’s DBE program, as required by 49 CFR 26 and as approved by USDOT, is incorporated by reference in the Planning Funds Agreement between the MPO and the Arizona Department of Transportation (ADOT).

This project has a preference to employ firms that are Disadvantaged Business Enterprises (DBE). ADOT guidelines prefer this project to use a percentage of 8.9% for a DBE firm.

**Questions & Comments**

Any questions, requests for an interpretation or comments regarding the RFP must be submitted by facsimile, mail or email to Paul Ward, Executive Director, Yuma Metropolitan Planning Organization, 502 South Orange Avenue, Yuma, Arizona 85364; Fax: (928) 329-1674; email: [pward@ympo.org](mailto:pward@ympo.org). **QUESTIONS OR COMMENTS MAY BE RECEIVED, BUT WILL NOT BE RESPONDED TO OVER THE TELEPHONE.** To limit the time in answering questions the YMPO will respond promptly to questions. No questions will be accepted after November 9, 2016 and YMPO will provide to all proposers a matrix by November 13, 2016 with questions and answers.

## **SECTION X: SELECTION PROCESS**

The YMPO is seeking Legal Services from a firm, or sole practitioner, that has both the educational background and has demonstrated experience as a Legal Representative for similar organizations. The YMPO will appoint a Selection Committee to review the proposals. Consultant/firms that make the short list may be requested to make a presentation to the Selection Committee if there is a tie or less than or equal to a two-point range difference.

The choice of firm or sole practitioner will be determined as follows: Technical merit will determine ranking, and it will be based on a combination of factors in evaluating all proposals. Proposals will be evaluated according to the most qualified in the opinion of the review committee. The review committee reserves the right to contact and evaluate the proposer's references; contact any proposer to clarify any response; contact any current clients of a proposer; solicit information from any available source deemed pertinent to the evaluation process. The review committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of YMPO.

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

### **A. CRITERIA**

1. Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability should be attached to your proposal.
2. Proposer has demonstrated at least five years of experience in transactional law. Such experience must include representation of a non-profit corporation; local government; or political subdivision that administers federal grant funds.
3. Proposer has demonstrated direct experience in working with volunteer, non-profit Boards, Arizona Law, and Federal OMB Circulars covering government or non-profit entities, and Federal/State Grant Programs.
4. Proposer is a licensed member of the Arizona Bar and in good standing. Please attach proof from the Arizona Bar.

### **B. QUALIFICATIONS OF THE FIRM OR SOLE PROPRIETOR (MAXIMUM 30 POINTS)**

Technical experience in performing legal services of a similar nature; experience working with public agencies; strength and stability of the firm or sole practitioner; strength, stability, experience and technical competence of subcontractors;

assessment by client references; references with demonstrated success in providing similar services.

**C. STAFFING, FIRM ORGANIZATION, AND MANAGEMENT PLAN  
(MAXIMUM 20 POINTS)**

Qualifications of attorneys and legal staff, particularly key attorneys and the Managing Partner; key personnel's level of involvement in performing related work cited in "Objective/Scope of Work" section; logic of firm organization; adequacy of labor commitment. Your response should also include your procedures for delegating work and the types of work given to paralegals, law clerks, and associates to provide cost effective services to the YMPO.

**D. APPROACH AND UNDERSTANDING OF THE SCOPE OF WORK  
(MAXIMUM 25 POINTS)**

Identify the firm's approach to completing the tasks identified in the scope of work. Describe the proposer's knowledge and understanding of the nature of the work necessary to achieve successful outcomes. Identify any issues or concerns of significance that may be appropriate.

**E. FIRM'S FEE SCHEDULE AND OFFICE RESPONSIVENESS  
(10 POINTS FEE SCHEDULE – 10 POINTS FOR OFFICE RESPONSIVENESS)**

A fee schedule and compensation requirements along with the process for determining the fee and the method of timekeeping is identified by firm. Identify the location of the firm's staff and indicate how they will ensure responsiveness to the required tasks.

**D. USE OF DISADVANTAGE BUSINESS ENTERPRISE (DBE):  
(5 POINTS AWARDED)**

Attached is Appendix B.

**TOTAL POINTS = 100**

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

YMPO also reserves the right to accept the firm or individual's proposed fees or to enter competitive negotiations with two or more qualified proposers. If negotiations are conducted, all affected firms or individuals will be notified in writing when to submit their best and final offer.

**APPENDIX A**  
**TITLE VI AGREEMENT / CONTRACT REQUIREMENTS**

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 shall comply with the Regulation relative to non-discrimination in federally-assisted programs of the United States Department of Transportation (USDOT) 49 CFR 21 (referred to as the regulations), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, regarding work performed by it during the contract shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
4. **Information and Reports:** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ADOT or FHWA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to ADOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, ADOT shall impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract, or procurement as ADOT or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance; Provided that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request ADOT to enter into such litigation to protect the interests of ADOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B**  
**DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

1. The YMPO, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and 49 CFR 21, the Civil Rights Restoration Act of 1987 (Public Law 100.259) requires nondiscrimination in Federally-assisted programs of the USDOT issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that, in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
2. As required by 49 CFR 26.13, the YMPO shall not discriminate based on race, color, national origin, religion, gender, age or disability in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR 26. The YMPO shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The YMPO's DBE program, as required by 49 CFR 26 and as approved by USDOT, is incorporated by reference in the Planning Funds Agreement between the MPO and ADOT.
3. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification to the YMPO of its failure to carry out its approved program, the USDOT may impose sanctions as provided for in YMPO Work Program Agreement JPA GRT-17-0006573-T (Page 30 of 53), entered into on October 11, 2017, and under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. Code 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. Code 3801, et seq.).