



## **REQUEST FOR PROPOSALS**

FOR CONSULTING SERVICES FOR THE  
**Gila County Intergovernmental Public Transportation Authority (GCIPTA)**

FOR THE  
**CENTRAL ARIZONA GOVERNMENTS (CAG)**

IN PARTNERSHIP WITH  
**GCIPTA**

AND IN COORDINATION WITH  
**GCIPTA Member Agencies**  
**Gila County, Town of Miami, City of Globe, Town of Payson, Town of Star Valley,**  
**Town of Hayden, Town of Winkelman**  
**ADOT PROJECT #MPD11016-7.1.**

**Issued:**

**March 26, 2026**

**Request for Proposals Due:**

**April 23<sup>rd</sup>, 2026 by 4p.m. MST**

**Send Submittals To:**

Central Arizona Governments  
Attn: Steve Abraham  
2540 West Apache Trail, Suite 108  
Apache Junction, Arizona 85120

Proposal may be accepted via E-mail. In person deliveries will be accepted by appointment only.

**Steve Abraham: [sabraham@cagaz.org](mailto:sabraham@cagaz.org)**

**Project Funding Provided By:**

**CAG, through the use of STBGP Funds, approved by CAG Regional Council**

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## NOTIFICATION

**Release Date:** March 26, 2026

**Closing Date:** April 23, 2026

The Central Arizona Governments (CAG) invites qualified firms or individuals to submit a proposal for consideration to conduct the GCIPTA Administrative Development Project to: develop a transition plan, develop structure and governance, financial management, Civil Rights plans, procurement policy, service and fare charge policy and a grants management and capital program.

Proposals must be received by **4:00 PM** on **Thursday, April 23, 2026**, electronically, via email at [sabraham@cagaz.org](mailto:sabraham@cagaz.org). Proposals will also be accepted in person by appointment only. All qualified firms or individuals will be notified of the anticipated date of final selection.

Any proposal received after **4:00 PM** on the above date will not be considered. CAG reserves the right to reject any and all proposals and assumes no liability for the costs of preparing a response for this proposal.

Please note in the SUBJECT LINE within the email:

**Request for Proposals: "GCIPTA Administrative Development Project"**

The message within the email of the proposal shall also indicate the name and address of the respondent.

Issued by:



Andrea Robles, CAG Executive Director

[arobles@cagaz.org](mailto:arobles@cagaz.org)

(480) 474-9300

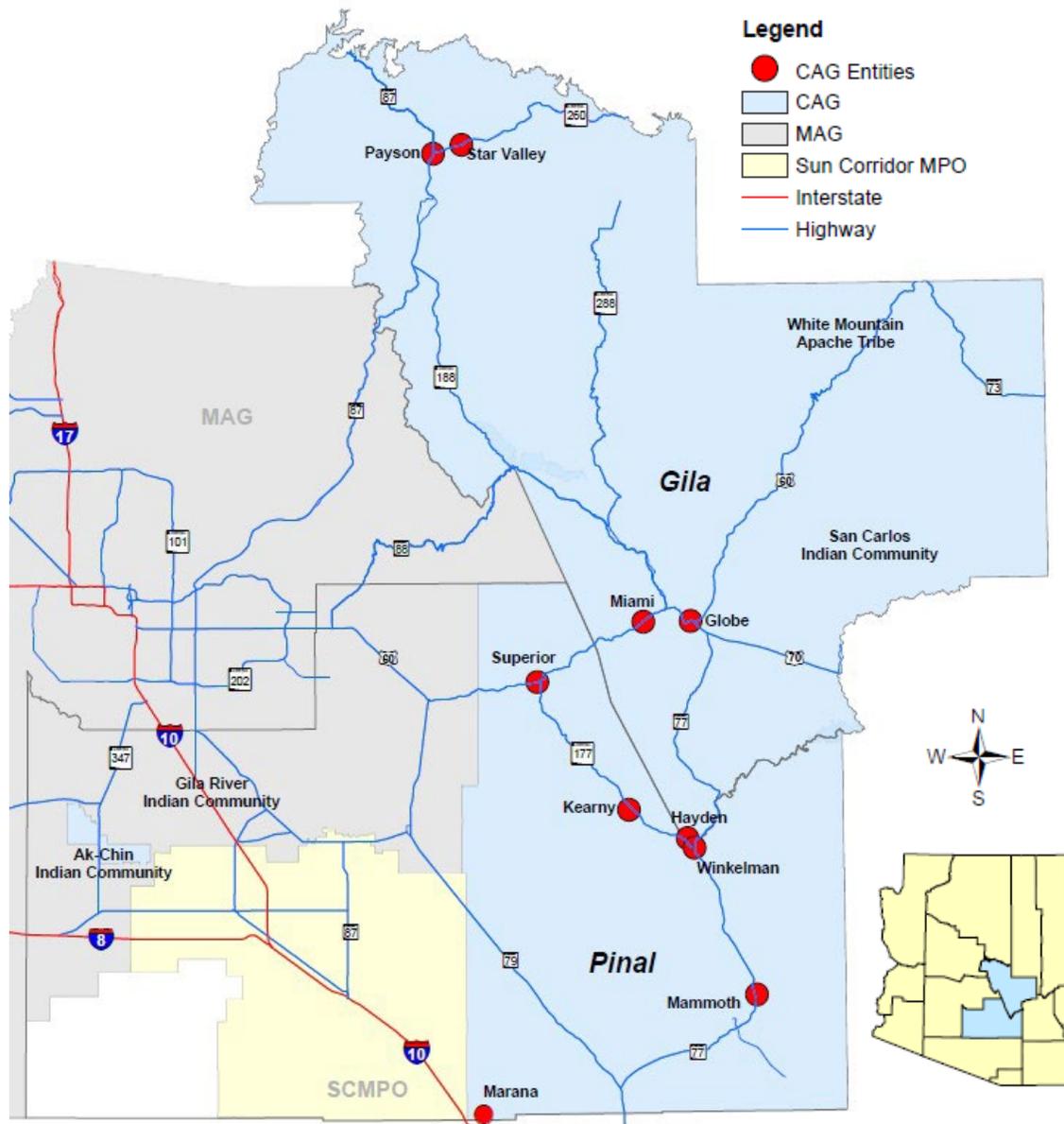
March 26, 2026

Date

## CAG/GCIPTA BACKGROUND

CAG was incorporated in 1975 and is one of six regional planning districts, or Councils of Governments (COGs), that was established by Executive Order 70-2 signed by the Governor of Arizona to provide effective regional planning services to Gila and Pinal Counties. CAG leads a coordinated planning process for rural and urbanized areas within the Region for a total population of 507,762 (population estimates as of July 1, 2022). However, due to the population growth that occurred since 2000, transportation planning responsibilities were adjusted as a result of the 2010 Census (**Please see Figure 1: CAG Transportation Planning Boundaries**). The boundaries displayed on the map below are for transportation planning purposes only. The GCIPTA Board was created on May 9, 2023 by the Gila County Board of Supervisors.

**Figure 1: CAG Transportation Planning Boundaries**



## **GCIPTA ADMINISTRATIVE DEVELOPMENT PROJECT**

This Request for Proposal (RFP) has been initiated to select the most qualified planning, engineering, and/or consulting firm to conduct, prepare, and provide the identified services and deliverable work products for the GCIPTA Transition and Administrative Formation Plan. Interested firms should submit proposals listing their transit planning/operations qualifications, relevant experience, and proposed project teams, including subconsultants, to complete the project.

All duties and responsibilities performed as outlined within this RFP must comply with Federal requirements associated with the fund source(s) being used for this project.

Gila County is predominantly rural, however, multiple areas within the County have been experiencing significant demand for transit services. As a result of localized demand, several transit operators have formed to meet this demand. These providers are locally operated and are funded primarily through local contributions and Federal Grant awards.

The primary purpose of this project is to create a transition plan to get the GCIPTA up and running and satisfy all regulatory, financial management, capital/asset management and general operating policies and procedures required by state and federal regulatory agencies to successfully operate a transit authority.

The following are key concepts and completed milestones for the project:

- The project must be completed within 6 months.
- CAG Staff has already researched and acquired templates from other transit agencies for use in synthesizing the best approach.
- CAG staff has gathered information and researched applicable best practices for use in the project
- CAG staff can and will assist project team in completion of outlined tasks.

## SCOPE OF WORK

The following key task items are not all-inclusive, and firms *may recommend additional tasks deemed necessary* to successfully complete the Analysis. Firms should develop the program that best achieves the goal of the plan.

### **TASK 1: Project Management/Coordination & Scope of Work Refinement**

The purpose of Task 1 is to ensure that the project is properly scoped, scheduled, budgeted and managed with proper coordination efforts. The Consultant is encouraged to offer suggestions that help achieve the objectives needed to conduct this analysis.

#### **Approach:**

- A. Refine Scope of Work including any additional tasks necessary to successfully complete the Analysis.
- B. Describe activities that are required to manage the authority including staffing, equipment, and documentation.
- C. Provide monthly progress reports to the CAG Project Manager, documenting travel and expense receipts and prepare and submit invoices monthly.
- D. Coordinate, with the Project Management Team (once defined), monthly progress meetings and other identified meetings that may include the participation with partner agencies, Governmental Manager's working group, and representatives from local transit providers.
- E. Identify key meetings (and the presenters) in which to present the final project to:
  - 1) GCIPTA Board – x 3
  - 2) Governmental Manager's working group – x 2 (more if technical assistance is needed)
  - 3) One public meeting (if required)
- F. Identify and maintain contact information for key person interviews and/or stakeholder participation.
- G. Utilize existing Regional Transit Provider administrative procedures for document preparation.

The Consultant will prepare a Project Management Plan based on the above "Approach." The CAG Project Manager will review the Project Management Plan in advance of distribution to the Project Management Team.

#### **Outcome/Product Deliverables:**

- Refined Scope of Work
- Monthly Invoices with Monthly Progress Reports
- Project Management Plan

## **TASK 2:           Structure and Governance Financial Management**

The purpose of Task 2 will be to create a structure of governance and financial management for the GCIPTA including:

### ***Approach:***

- A. Establishing GCIPTA's status as a subrecipient of ADOT.
- B. Identify and create policies, programs and Consolidated Financial Management policies/procedures for responsibility for financial audits as a subrecipient of Federal and State funds (as required based on amount of annual Federal or State assistance received).
- C. Indirect cost rate plan and approval letter.
- D. Consolidated Chart of Accounts.
- E. Asset transfer processes (inventory, ownership, control, access, timelines and asset disposal).
- F. Organization chart, conflict of interest policy, and staffing plan.
- G. Transition schedule (including service and operations).
- H. Consolidated Rider's Guide

The Consultant will prepare a draft section/chapter of the final "GCIPTA Administrative Development Project" report through the collective efforts on the above "Approach." The Project Management Team will review and provide comments/input, until section/chapter is satisfactory.

### ***Outcome/Product/Deliverables:***

- DRAFT Section/Chapter for final "GCIPTA Administrative Development Project".

### **TASK 3: Operational Management**

The purpose of Task 3 is to identify and create an operational plan for GCIPTA utilizing existing regional transit providers' operational management documents including the following:

#### ***Approach:***

- A. Civil Rights Plans (Title VI, ADA, to be based on ADOT template)
- B. Transit Asset Management (TAM) Plan & Targets (data only as part of ADOT Group Plan)
- C. Drug Free Workplace Act and Drug & Alcohol Policy (based on FTA template).
- D. Other Human Resources related policies as determined through working group analysis and examination of other transit agencies as references.
- E. Asset Maintenance Plan & Warranty Claim Procedures.
- F. Training Program (including Driver Handbook).
- G. Data to support Coordinated Public Transit Human Services Transportation Plan (CPHSTP) & TIP/STIP (as applicable).
- H. Procurement Policy (including specific conditions as required by status as a subrecipient of ADOT).
- I. Major Service & Fare Change Policy.
- J. Grants Management Plan & Capital Planning Program/Policy.
- K. Compare and contrast existing plans and documents already in CAG's possession to merge into one/multiple document(s) that is/are applicable to the GCIPTA.

The Consultant will prepare a draft section/chapter of the Final "GCIPTA Administrative Development Project" report through the collective efforts on the above "Approach." The Project Management Team will review and provide comments/input, until section/chapter is satisfactory.

#### ***Outcome/Product/Deliverables:***

- DRAFT Section/Chapter for final "GCIPTA Administrative Development Project".

**TASK 4: Interagency Participation coordination**

The purpose of Task 4 is to develop and plan interagency involvement in the GCIPTA’s initial stages of operation. This section will present an approximation of tasks and resources required to fulfill the initial objectives. Additionally, to the extent feasible, an approximate cost associated with the provision of such initial services.

**Approach:**

- A. Coordination meetings/interviews with existing CAG, Gila County, Payson, and Miami departments and appropriate Transit Providers.
  
- B. Coordination with ADOT Transit.
  
- C. Provide support for meetings with ADOT (and FTA if applicable) to establish subrecipient status.

**TASK 5: Final Documents**

The purpose of Task 6 is to compile all information (researched and determined) in the Analysis, into one comprehensive document that can be referenced to assist in implementation of the “GCIPTA Transition Plan”.

**Approach:**

- A. Provide a final analysis document incorporating all sections tasked within the Analysis, both in word and PDF formats.
  
- B. Write final analysis document with the intention to supplement and/or enhance sections of the CAG Human Services Transportation Coordination Plan (as applicable).

**Outcome/Product/Deliverables:**

- Final “GCIPTA Transition Plan” (Word and PDF Formats) that include all maps, fact sheets, checklists, data, etc.

**TASK 7: Document Title VI Implementation Activities**

The purpose of this section is to document and fulfill Title VI requirements to ensure that no person, on the grounds of race, color, and/or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination throughout the Analysis.

**Approach:**

- A. Perform a basic Limited English Proficiency Four (4) Factor analysis that includes recommendations and pricing to reduce potential significant impacts in relation to the CAG Title VI Plan.

- B. Ensure that the requirements of Title VI and related authorities that include Executive Order 12898, Environmental Justice, are considered and applied in all implementation/operation planning stages in throughout the Analysis.
- C. Provide a technical memorandum documenting compliance and activities with the applicable requirements of the Title VI and Environmental Justice as they pertain to this Analysis.

***Outcome/Product/Deliverables:***

- Title VI Activities Memorandum

In the event ADOT, and/or Partner Agencies, add to the specific Analysis requirements as described in this scope, such modifications shall be permissible as long as they are within the function of the Analysis. If such a change will represent a significant change in expectation on the CONSULTANT and a price change is required, a budget will be submitted by the CONSULTANT and the pricing for the additional services work to be performed under this Analysis shall be negotiated. Continuation of the contract is contingent on the CONSULTANT's ability to perform all functions under this Analysis. If a price cannot be negotiated for the additional services, the contract may be terminated.

***Deadline:*** Entire project should take six (6) months or less

## DBE GOAL (COMMITMENT & DOCUMENTATION)

CAG supports ADOT's Disadvantage Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. CAG has received federal financial assistance from the USDOT and, as a condition of receiving the assistance, CAG has signed an assurance that it shall comply with 49 CFR Part 26 and have adopted ADOT's DBE Plan.

There is no DBE goal for **ADOT PROJECT MPD11016-7.1**. This is because an assessment *has not and will not* be done. However, the selected consultant *is encouraged* to employ reasonable means to obtain DBE participation on this contract to help ADOT meet its overall DBE goal if the opportunity presents itself. See **Appendix G** for prompt pay and payment reporting provisions.

### Disadvantaged Business Enterprise:

The contracting Agency is receiving US DOT-assisted transportation funds for this Contract through the Arizona Department of Transportation and has adopted and implemented ADOT's DBE Program Plan, ADOT's DBE policy, DBE contract specifications and forms as a condition of receiving federal funds. ADOT Subrecipients/Subgrantees of federal funds must comply with ADOT DBE Plan and may not have a plan independent from ADOT.

The ADOT DBE Program Plan and LPA/SUBRECIPIENT DBE Guidelines are located online at <https://azdot.gov/business/business-engagement-and-compliance/dbe-contract-compliance> and are herein incorporated by reference.

The selected planning/consulting firm and/or individual is required to adhere to the commitment made to utilize certified DBE as indicated in their response to the Request for Proposal or subsequently agreed to by CAG during negotiations.

### Non-Discrimination:

The contracting Agency, its Contractors and Sub-Contractors 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 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability. In compliance with the ADOT DBE Program Plan, the contracting Agency, its Contractors and Sub-Contractors shall not, directly or through contractual or 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 Contractor 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 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability. The Contractor shall take all necessary actions required under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

By executing this Agreement, the Contractor agrees to perform the following minimum DBE Program Compliance Required Activities and include the following assurance with each contract with a contractor or consultant and each subcontract a prime signs with a subcontractor:

The 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 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 the contracting Agency, with ADOT'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.

Responders to the Request for Proposal are **REQUIRED to sign, and return with their response, the Proposed Certification Form** that is included herein. Failure to include the signed **Proposal Certification Form** WILL RESULT in the rejection of said proposal.

Prior to submittal, and in compliance with 49 CFR Part 26.11, all contractors and consultants submitting a bid, proposal, or statement of qualifications to work on a federally funded transportation project are required to provide ADOT with a list of every firm who expressed interest in or submitted a bid or proposal to work on the project. Please ensure that prior to submittal for this project that your firm has registered for **AZ UTRACS** and submitted the Bidder's List to ADOT. In conjunction with complying with all terms and conditions of the solicitation, firms are **REQUIRED to submit the corresponding Bidder's List email confirmation notice as part of the proposal. FAILURE TO SUBMIT THE REQUIRED BIDDERS LIST BY THE STATED TIME AND PLACE AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.**

You will need to search the UTRACS Webpage, go to the link provided and click on Contract Compliance, Bidders/Proposer's List, instructions for starting a Bidders/Proposers list in order to create the *Bidder's List* located at the following link: <https://utracs.azdot.gov/Home>

### **Subcontract Payment Reporting in the DBE System**

ADOT is required to collect data on DBE and non-DBE participation, including lower tier SUBCONSULTANTS, to report to FTA on Federal-aid projects. The CONSULTANT is notified that such record keeping is required by ADOT for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).

The CONSULTANT 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 SUBCONSULTANTS 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 SUBCONSULTANT payments in the same manner.

If, by the DBE system audit deadline, the CONSULTANT 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 SUBCONSULTANTS, 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 or liquidated damages provided for elsewhere in the CONTRACT.

The CONSULTANT shall include these provisions in all of its SUBCONSULTANTS' contracts and ensure that its SUBCONSULTANTS include these provisions in any lower-tier subcontracts.

## **DOCUMENTATION OF CONSULTANT PROGRESS**

The selected planning/consulting firm and/or individual shall provide the necessary ADOT progress reports monthly. The reports shall be submitted the first week of any given month for all work activities completed within the previous month and address all necessary work program items as stated within the reports to accompany CAG's billing cycles.

## **COMPENSATION**

The selected planning/consulting firm and/or individual shall provide a price proposal to conduct the Analysis as part of the response to this Request for Proposal. **The price shall include a summary table showing the following for each task:**

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

The price proposal shall show the summation of the professional services and shall also show the estimate for direct project-related expenses. A total project/study cost shall be presented in the summary table. All work described in the Scope of Work, as well as additional recommended tasks deemed necessary, shall be completed by the selected planning, consulting firm and/or individual to the satisfaction of the CAG Transportation Planning Director.

Progress payments can be made monthly, upon request, following submittal and satisfactory review by CAG staff.

## GUIDELINES FOR RFP SUBMITTALS

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

- Maximum length of 10-pages.
- Page limit is for the proposal content only and does not include covers, cover letter, table of contents, dividers, resume appendix, or the appendices for the required forms.
- Single-sided standard 8 ½" x 11" page size – *(no other page size is allowed)*.
- 11-point font only for text context.
- 9-point font minimum for tables, charts, graphs, captions, and team organization chart.
- Cover letter shall be limited to one page only and must be signed by a party authorized to bind the entity submitting the proposal.
- **One (1) electronic copy in PDF format, or in person submission by appointment only**, as one document, of the complete proposal submittal document to be electronically emailed to the Transportation Planning Director ([sabraham@cagaz.org](mailto:sabraham@cagaz.org)), no later than the due time and date stated within this RFP.
- The subject line in the email shall be **“Request for Proposals: “GCIPTA Administrative Development Project”**. The message within the email of the proposal shall also indicate the name and address of the respondent.
- The electronic PDF file shall not exceed 9 MB in file size for email purposes.
- Submitted proposals become the property of CAG and will not be returned.

## 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 selected planning/consulting firm and/or individual should respond to each of these items in the order listed below. To facilitate the evaluation of each proposal, the planning/consulting firms and/or individual submitting a proposal are required to adhere to the following format:

1. **Cover Letter** – One-page cover letter shall be attached as part of the proposal summarizing the key points made in the proposal, with contact information for the submitting party, and signed by a representative authorized to bind the entity submitting the proposal.
2. **Introduction** – Provide a brief review of the Analysis team makeup and a summary of the team’s specific qualifications and experience in transit-related coordinated mobility analyses. Outline and discuss your general project approach, project management methodologies, and quality control plan.

3. **Scope of Work** – Address how you or your team proposes to accomplish the activities outlined within the Scope of Work contained in this RFP.
4. **Project Personnel** – Provide an organization chart and identify all key personnel who will actually lead and conduct the Analysis. Include names of all key project personnel and names of subconsultant personnel, and all individuals who are assigned and dedicated to this proposal. For each person, include their job title (role, duties, responsibilities, and a brief summary of their qualifications and relevant experience in transit-related coordinated mobility analyses).
5. **Project Schedule** – The entire Analysis is expected to be completed within six (6) months upon the execution of the contract. If additional time is anticipated to successfully complete this Analysis, please provide a narrative justification within the proposal.
6. **Experience and References** – Provide a description of experience and or references of work activities and/or services similar in nature to the services being requested. Please provide the following pieces of information if applicable:
  - Project Title
  - Timing – (Start Date, End Date, Duration)
  - Contract Amount – (original and final amounts with an explanation of the difference)
  - Sponsoring Agency
  - Agency project manager (name and current contact phone number and email address)
  - Roles of individuals assigned to this project on the cited reference project.
7. **Project Budget** – Provide a standard line-item budget that is structured to address how the tasks outlined within the Scope of Work will be met. This may include but not limited to:
  - Project Personnel
  - Job title (role)
  - Estimated hours of work
  - Hourly rates
  - Total amounts for type of service and/or activity by Scope of Work Tasks
  - Total amount for the professional services fee
  - Budgeted amount for direct expenses
  - Budgeted amount for services provided by each subconsultant
  - Total amount to complete the Analysis.

Direct expenses may include, but are not limited to, travel/mileage, telecommunications, postage, deliveries, printing, reproduction costs, etc. In a separate section of the fee proposal, provide the same information for each subconsultant to be employed (if applicable) to help the prime consultant complete the work for the Analysis.

8. **Availability** – List any and all present activities and job commitments for each key person. Include an estimate of available time each key person can commit to working on this project and completing the work tasks described herein.

The selected planning/consulting firm and/or individual must get approval from CAG for any change in key personnel assigned to this project for any reason. Changing of key personnel may give rise to termination of the consultant depending on the nature and number of changes in key personnel at the sole discretion of CAG.

9. **Appendix 1: Resumes** – Resumes for each key team member identified in the organization chart may be included in an appendix to the proposal document at the consultant’s option. If resumes are provided, each resume shall not exceed two single-sided pages in length.
10. **Appendix 2: Required Forms** – Forms required to be completed and provided with the consultant’s proposal shall be contained in an appendix to the proposal. **Failure to provide the Bidder’s List Confirmation email or to sign and submit the required Proposal Certification form with the Proposal will result in the Proposal being rejected.** Required forms to include in this appendix are:
  - *“Bidders List Confirmation Email”*
  - *“Signed Request for Proposal Certification Form”*

**NOTE: THE PROPOSAL RESPONSE FOR SECTIONS 2 THROUGH 8 ABOVE IS SUBJECT TO THE 10-PAGE LIMIT SPECIFIED IN THE GUIDELINES ABOVE.**

## **GENERAL PROVISIONS**

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

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

**Proposal Preparation Costs** – All costs incurred for the proposal preparation, presentation, or contract negotiations are the responsibility of the responding planning/consulting firm and/or individual.

**Funding** – CAG will be utilizing awarded STBGP Funds.

**Budget** – The budget for this proposal is approximately \$50,000.

## PROPOSAL EVALUATION CRITERIA

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

1.	Analysis understanding, approach and methodology, work plan and management techniques.	40
2.	Experience with similar analyses and qualifications of the team including ability, familiarity, and involvement in handling similar types of analyses and of the region being analyzed.	20
3.	Clarity, technical soundness and the use of innovation to perform the work of the Analysis.	20
4.	Workload and availability of key personnel and other resources to perform the work within the specified timeframe and the ability to control costs.	10
5.	Schedule and costs in comparison with each task.	10
	<b>Total Points</b>	<b>100</b>

A Selection Committee will evaluate submitting firm proposals and qualifications to select the best planning/consulting firm and/or individual to undertake the duties and responsibilities of this Analysis. The Selection Committee may select a planning/consulting firm and/or individual directly from the review and ranking of the proposal if there is a clear-cut best firm/team. The Selection Committee may also choose to interview a maximum of three (3) of the submitting firms determined to be the most qualified of all the submittals.

## INTERVIEW EVALUATION CRITERIA

After evaluation of the proposals, a shortlist of a maximum of three (3) firms may be identified based upon the composite score of the Selection Committee members. If necessary, a presentation/interview session with each shortlisted firm will comprise the second half of the evaluation and selection process. In the presentation/interview, shortlisted firms will be required to demonstrate their understanding and familiarity with the nature, scope, key issues, innovative concepts, and other aspects and responsibilities of this project. Criteria upon which the presentation/interview of each planning/consulting firm and/or individual will be evaluated and scored, with the weighting for each criterion are as follows:

1.	Identification of key issues or problems that will need to be considered and any additional insights on the resolution process.	20
2.	Addressed predetermined questions that will be provided prior to the scheduled interview.	20
3.	Experience and capabilities in development of similar transit programs.	20
4.	Specific reasons why the planning/consulting firm and/or individual should be selected to conduct the Analysis.	20
5.	Innovative approaches and concepts.	20
	<b>Total Points</b>	<b>100</b>

The Selection Committee members will individually evaluate the presentation/interview of each of the planning/consulting firm and/or individual candidates and rate them accordingly to the aforementioned criteria. The Selection Committee will then agree upon a consensus ranking, and the CAG Transportation Planning Director will notify each interviewed planning/consulting firm and/or individual of their individual ranking. The Partner Agencies shall then schedule a meeting with the top ranked planning/consulting firm and/or individual for the purpose of finalizing a scope and negotiating a contract.

If negotiations are unsuccessful, CAG will terminate negotiation efforts with the top ranked planning/consulting firm and/or individual and open negotiations with the second (2<sup>nd</sup>) ranked firm. This process will continue until negotiations are successful. The shortlist will remain in effect for a period of six (6) months from the date of issuance by CAG.

Once a contract has been successfully negotiated, the contract will require approval by the CAG Regional Council or Executive Committee. Federal language is required to be in all CAG contracts and professional service agreements. The federal terms and provisions will be provided to the accepted and awarded firm.

## PROCUREMENT TIMELINE

March 26, 2026	RFP Advertised
April 23, 2026	Proposal Due Date – (by 4:00 PM)
June 1, 2026	Selection Committee reviews proposals and ranks top planning/consulting firm and/or individual for presentation/interviews
June 4, 2026	Planning/consulting firm and/or individual Presentation/Interviews – (if needed)
June 11, 2026*	Notification to planning/consulting firm and/or individual selected(*estimated)
June 30, 2026*	Contract signed with a Notice to Proceed (*estimated)

CAG reserves the right to reject any or all proposals and to award in the best interest of the region. This RFP is not a commitment to initiate a contract for services.

## QUESTIONS CONCERNING THE RFP

Written questions regarding the specifics of this RFP (excluding submittal troubleshooting) should be emailed to the CAG Transportation Planning Director, [sabraham@cagaz.org](mailto:sabraham@cagaz.org), and must be received no later than **Ten (10) calendar days** before the proposal submittal due date. Questions may then be responded to by written amendment to this document, via email, so that all proposers have the same information. All responses/amendments to the Scope of Work pertaining to questions with regard to the RFP will be posted within a “FAQ” format along with the RFP Notice on the CAG website (<http://cagaz.org/employment.html>). Please check the website periodically for any updates to the “FAQ” document. Verbal statements or instructions shall not constitute an amendment to this RFP. Inquiries shall be made to:

Steve Abraham, AICP  
CAG Transportation Planning Director  
[sabraham@cagaz.org](mailto:sabraham@cagaz.org)  
(480) 474-9300

## **FEDERAL THIRD-PARTY AGREEMENTS**

### **APPLICABLE LAWS AND REGULATIONS:**

The following terms are required for federally funded projects. These terms may be waived for non-federally funded projects upon written request from the CONSULTANT. The CONSULTANT agrees to include these requirements in each applicable subcontract issued for services under this contract. Because the solicitation is funded by a Federal agency of the US Department of Transportation (USDOT), the more restrictive of Federal or State Regulations applies.

Where any conflict with Federal laws occurs concerning the programs and functions of the Arizona Department of Transportation (ADOT) as established by the laws of this State, such Federal law shall control. For purposes of this section, "Federal law" means any statute passed by the Congress of the United States, any final regulations adopted by any administrative agency of the United States government and published in the Code of Federal Regulations (CFR) or the Federal Register or any final decision of the Federal judiciary.

### Incorporation of Federal Provisions:

All contractual provisions of 2 CFR 200 et seq and those 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.

### **CODE OF FEDERAL DOMESTIC ASSISTANCE (CFDA):**

A component of the Federal Funding Accountability and Transparency Act (FFATA) requires that sub-awards greater than \$25,000 document the funding Catalog of Federal Domestic Assistance (CFDA) program number, participating Federal Agency name, and percentage of participation. This requirement provides data relevant to the Department's FFATA and/or Recovery Act compliance reporting. FTA requires reporting for all procurements, not just that > \$25,000.

### **PROCUREMENT AND CONTRACT PROVISIONS REQUIREMENTS:**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.36 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through §§200.326 Contract provisions.

**COMPLIANCE WITH FEDERAL REQUIREMENTS – INCORPORATION OF FUNDING FEDERAL AGENCY TERMS:**

Pursuant to ARS 41.2637, if procurement involves the expenditure of Federal assistance or contract monies, CAG shall comply with Federal law and authorized regulations which are mandatorily applicable and which are not presently reflected in this chapter.

The Federal Terms and Conditions include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in these CONTRACT provisions. All contractual provisions required by the USDOT are hereby incorporated by reference. Anything to the contrary herein notwithstanding, as authorized by Common Law (49 CFR Part 18) the most restrictive of State or Federally mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this CONTRACT. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any funding Federal agency requests which would cause CAG to be in violation of the Federal terms and conditions. All applicable clauses shown in the funding Federal Agency Grant Agreement with AG apply to this CONTRACT.

Federal Highway Administration: The Stewardship and Oversight Agreement for Arizona in effect at this time this solicitation was advertised is located at: [Stewardship and Oversight Agreement for Arizona](#).

Federal Transit Administration: The FTA Master Agreement in effect at the time this solicitation was advertised is located at: [FTA Master Agreement FY 2022](#).

**NO FEDERAL GOVERNMENT OBLIGATIONS:**

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

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:**

The CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to this CONTRACT. Upon execution of the underlying CONTRACT, the CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the USDOT assisted project for which this CONTRACT work is being performed. In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent

claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal Government deems appropriate.

The CONSULTANT also acknowledges that if it makes, causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a construction project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. 1011 and 49 U.S.C. 5307(n)(1) on the CONSULTANT, to the extent the Federal Governments deem appropriate.

The CONSULTANT agrees to include the above two clauses in each subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO THIRD PARTY CONTRACT RECORDS:**

Representatives of the State and the funding Federal agency, the Secretary of Transportation, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers, and record of the CONSULTANT which are directly pertinent to this CONTRACT for the purposes of making audits, examinations, excerpts, and transcriptions and are authorized to review and inspect the CONTRACT and procurement activities and facilities during normal business hours. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The right of access must not be limited to the required retention period but shall last as long as the records are retained.

Therefore, pursuant to A.R.S. § 35-214, the CONSULTANT and its subconsultant(s) shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, costs proposals with backup data and all other such materials related to the CONTRACT and other related project(s). The CONSULTANT shall make all such materials related to the project(s) available at any reasonable time and place during the term of the CONTRACT and for five (5) years. All documents shall be retained for auditing inspection and copying upon CAG or at FHWA's request, or any other authorized representative of the Federal Government.

**CHANGES TO FEDERAL REQUIREMENTS:**

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

Changes to CONTRACT Scope: Federal legislation and implementing regulations allow for change orders within the Scope of Work covered by the CONTRACT. In the event of changed conditions, an adjustment of CONTRACT Scope is permissible if the altered character of the work does not differ materially from that

of the original CONTRACT as long as the work is approved by CAG with the requirements that the change must involve the work covered by the CONTRACT. Changes that materially differ from the Scope of Work are considered Cardinal Changes and are not permissible. All work changes must be reviewed by CAG, ADOT Contracts Program Manager, and/or ADOT Procurement Officer in advance of proceeding to ensure the change is permissible under State and Federal requirements and regulations. Work cannot proceed until appropriate financial and administrative processing has occurred and any federal approvals are received when and where necessary and a modified CONTRACT is issued.

#### **TERMINATION:**

In the event that the CONTRACT is terminated under the terms of the Uniform Terms and Conditions, as permitted by 49 U.S.C. Part 18, if the CONSULTANT has any property in its possession belonging to CAG, the CONSULTANT will account for the same, and dispose of it in the manner CAG directs. Upon receipt of notice of termination, the CONSULTANT shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to CAG all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this CONTRACT, whether completed or in process.

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

CAG may terminate this CONTRACT for cause ***upon the occurrence of any one or more of the following events:***

1. If CONSULTANT fails to perform pursuant to the terms of this CONTRACT;
2. If CONSULTANT is adjudged to be bankrupt or insolvent;
3. If CONSULTANT makes a general assignment for the benefit of creditors;
4. If a trustee or receiver is appointed for CONSULTANT or for any of CONSULTANT's property;
5. If CONSULTANT files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
6. If CONSULTANT disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction;
7. Where Agreement has been so terminated by CAG, the termination shall not affect any rights of CAG against CONSULTANT then existing or which may thereafter accrue.

CAG may, upon written notice, terminate this CONTRACT for any attempt by CONSULTANT to represent any goods or materials not specifically awarded as being under CONTRACT with CAG. Any such action is subject to the legal and contractual remedies available to CAG inclusive of, but not limited to, CONTRACT cancellation, suspension and/or debarment of CONSULTANT.

## **NON-DISCRIMINATION:**

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

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

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

## **DEBARMENT AND SUSPENSION CERTIFICATION**

In accordance with 49 CFR 29.505, and by signature on this CONTRACT, the CONSULTANT certifies its compliance, and the compliance of any subconsultant(s) or subcontractor(s), present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving Federal funds:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal Agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Had not been indicted, convicted, or had a civil judgement rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years as specified by 49 CFR 29.305(a).

Each participant of Federal funding must certify *"that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and that they have not been convicted or had civil judgement rendered within the past three years for certain types of offenses."*

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

## ANTI-LOBBYING

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

CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the certification required by Attachment pursuant to 49 CFR Part 20, "New Restrictions of Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any persons 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to the Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier to the recipient.

The CONSULTANT agrees to comply with the provisions of 31 U.S.C. § 1352 (Public Law) 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier subrecipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to CAG.

The CONSULTANT certifies, by signing and submitting the offer, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal 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 any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any fund other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and 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 the "Disclosure of Lobby Activities" form in accordance with its instructions ([www.gsa.gov/forms-library/disclosure-lobbying-activities](http://www.gsa.gov/forms-library/disclosure-lobbying-activities)).

3. 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 and entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
4. The CONSULTANT also agrees, by submitting its offer that it shall require the language for this certification be included in subcontracts with all Subcontractor(s) and lower-tier Subcontractor(s) which exceed \$100,000 and that all such Subcontractor(s) and lower-tier Subcontractor(s) shall certify and disclose accordingly.
5. CAG shall keep the firm's certification on file as part of its original offer. The CONSULTANT shall keep individual certifications from all Subcontractors and lower-tier Subcontractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.
6. Disclosure forms for the CONSULTANT and its Subcontractor(s) and lower-tier Subcontractor(s) shall be submitted with the offer on the date the offers are due. The CONSULTANT and each Subcontractor and lower-tier Subcontractor shall file revised disclosure forms at the end of each calendar quarter in which events occur that materially affect the accuracy of any previously filed disclosure form. The Disclosure forms shall be submitted by the Procurement Officer to the FHWA for further review.

## **ENVIRONMENTAL PROTECTION**

(This clause is applicable if the Contract exceeds \$100,000. It applies to Federal-aid contracts only)

In reference to the Clean Air Act, the CONSULTANT agrees to:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONSULTANT agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the funding Federal agency and the appropriate EPA Regional Office.
2. Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by an agency of USDOT.

In reference to the Clean Water Act, the CONSULTANT agrees to:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
2. To report each violation to the Purchaser and understand and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the funding Federal agency and the appropriate EPA Regional Office.

3. To include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by an agency of USDOT.

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

### **ENERGY CONSERVATION**

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

### **DRUG-FREE WORK PLACE**

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

### **INSURANCE**

CONSULTANT and, if applicable, SUBCONSULTANTS, shall procure and maintain, for the duration of the CONTRACT, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction with, the performance of the work hereunder by the CONSULTANT, its agent's representatives or employees. Insurance required by CAG must be met following award of CONTRACT and prior to CONSULTANT and, if applicable, SUBCONSULTANTS, beginning work of project.

### **FLY AMERICA REQUIREMENTS**

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). CONSULTANT shall comply with 49 USC 40118 (the "Fly America Act") in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their SUBCONSULTANTS are required to use US Flag air carriers for US 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. CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explain why service by a US 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. CONSULTANT shall include the requirements of this section in all subcontracts that may involve international air transportation.

## **PROMPT PAYMENT**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). The prime CONSULTANT agrees to pay each SUBCONSULTANT under this prime CONTRACT for satisfactory performance of its CONTRACT no later than 30 days from the receipt of each payment the prime CONTRACT receives from the Recipient. The prime CONSULTANT agrees further to return retainage payments to each SUBCONSULTANT within 30 days after the SUBCONSULTANTS work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE SUBCONSULTANTS.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding CONTRACT provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

## **FULL AND OPEN COMPETITION**

In accordance with 49 U.S.C § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

## **PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

Apart from inconsistent requirements imposed by Federal statute or regulations, the CONSULTANT shall comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

## **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

## **NOTIFICATION OF FEDERAL PARTICIPATION**

To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, CONSULTANT

shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of Federal assistance as a percentage of the total cost of the third party contract.

#### **INTEREST OF MEMBERS OR DELEGATES TO CONGRESS**

No members or delegates to the US Congress shall be admitted to any share or part of this CONTRACT nor to any benefit arising therefrom.

#### **INELIGIBLE CONSULTANT AND SUBCONSULTANTS**

Any name appearing upon the Comptroller General's list of ineligible CONSULTANTS for federally assisted contracts shall be ineligible to act as a SUBCONSULTANT for CONSULTANT pursuant to this CONTRACT. If CONSULTANT is on the Comptroller General's list of ineligible CONSULTANTS for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this CONTRACT.

#### **OTHER CONTRACT REQUIREMENTS**

To the extent not inconsistent with the foregoing Federal requirements, this CONTRACT shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

#### **COMPLIANCE WITH FEDERAL REGULATIONS**

Any CONTRACT entered pursuant to this solicitation shall contain the following provisions: All USDOT required contractual provisions, as set forth in FTA Circular 42210.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provision contained in this AGREEMENT. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. CONSULTANT shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this CONTRACT. CONSULTANT's failure to comply shall constitute a material breach of this CONTRACT.

#### **ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000(d) 1 note, and with the provisions of USDOT Notice "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

## ENVIRONMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 16, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

## GEOGRAPHIC PREFERENCE

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

## ORGANIZATIONAL CONFLICTS OF INTEREST

The recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

- (1) **When it Occurs.** An organizational conflict of interest occurs when the project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
  - a. To that Third Party Participant or another Third Party Participant performing the project work, and
  - b. That impairs that Third Party Participant's objectivity in performing the project work, or
- (2) **Other.** An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
- (3) **Disclosure Requirements.** Consistent with FTA policies the recipient must disclose to FTA, and each of its subrecipients must disclose to the recipient:
  - a. Any instances of organizational conflict of interest, or
  - b. Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) **Failure to Disclose.** Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

## FEDERAL SINGLE AUDIT REQUIREMENTS FOR STATE ADMINISTRATION FEDERALLY AID FUNDED PROJECTS ONLY

Non Federal entities that expend \$750,000 or more in a year in Federal Awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management

and Budget (OMB) Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations” (replaced with 2 CFR Part 200, “uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable). Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215(a) of OMB Circular A-133 Subpart B – Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than nine (9) months after the end of the entity’s fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

#### **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”.

#### **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.

#### **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.

## **VETERANS PREFERENCE**

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the recipient agrees and assures that each of its subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. Chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, and individual with a disability, or a former employee.

## **SAFE OPERATIONS OF MOTER VEHICLES**

The CONSULTANT is encouraged to adopt and promote 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. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the CONSULTANT or AGENCY. The CONSULTANT agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including polices to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONSULTANT owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this AGREEMENT.

## CERTIFICATION FORM

Responders to this RFP are **required to sign and return with their response the “Request for Proposal Certification Form”** (3 pages) that are included herein on the next page.

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

### Request for Proposal Certification Form

Contract #: CAG 26-01GCIPTA Consultant Name: \_\_\_\_\_

**Please read the eighteen (18) 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 subconsultants have not engaged in collusion with respect to the contract under consideration.
2.	The Consultant, its principals and subconsultants, have not been suspended or debarred from doing business with any government entity and will certify as such.
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 subconsultants have the proper Arizona license(s) and registration(s) for their services to be performed under this contract. Key members of the Project Team, including subconsultants, are currently licensed to provide the required services as requested in the RFP package.
4.	The Consultant’s signature on any RFP or contract constitutes an authorization to CAG to ascertain the eligibility of the Consultant, its principals, and subconsultants, to enter into contract with CAG 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 CAG 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 with Federal Aid funds, the Consultant affirmatively ensures that in any subcontract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals/bids in response to this invitation and shall not be discriminated against on the grounds of race, color, or national origin, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000-4 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, subconsultants, and DBE firms, if applicable, submitted in the RFP, and will not add other Project Team members or subconsultants, unless the Consultant has received prior written approval from the CAG 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.
12.	If selected, the Consultant is committed to satisfactorily carry out the Consultant’s commitments as detailed in the contract and its RFP proposal.
13.	The Consultant is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368).
14.	The Consultant is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency.
15.	The Consultant agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; U.S.C. § 701 et seq.) and maintain a drug-free work place.
16.	In Compliance with 49 CFR Part 26.11, the Consultant is required to register with the AZ UTRACS web portal and complete the Online Bidder’s List. <b>Please Note:</b> Any firm being awarded work as a prime or subconsultant on a federally funded project must be AZ UTRACS registered. <b>Failure to submit the corresponding Bidder’s List email confirmation as part of the Proposal will result in rejection of the proposal. Please use <u>ADOT PROJECT #MPD11016-7.1</u></b>
17.	The Consultant agrees to comply with all Federal and State requirements listed in the section titled “Federal Third-Party Agreement: Applicable Laws and Regulations.”
18.	Consultant agrees to that it will certify compliance with <b>A.R.S. §35-393 Prohibited Participation in Boycott of Israel &amp; A.R.S. § 35-394 Forced Labor of Ethnic Uyghurs Ban</b>

*I hereby certify that I have read and agree to adhere to the eighteen (18) statements above and that the statements are true to the best of my knowledge as a condition of award of this contract.*

---

*Print Name*

---

*Print Title*

---

*Signature*

---

*Date*

---

*Print Proposing Firm Name*

## ASSURANCES

The CAG Executive Director is required to sign Standard DOT Title VI Assurances in accordance with the USDOT 1050.2A. Below is CAG's signed Standard Assurances:

### Central Arizona Governments Title VI Assurances

The **Central Arizona Governments** (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the *Federal Highway Administration and Arizona Department of Transportation*, is subject to and will comply with the following:

#### **Statutory/Regulatory 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);
- 49 CFR Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department of Transportation – Effectuation Of Title VI Of The Civil Rights Act of 1964*);
- 28 CFR Section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cities hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurances that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or 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 DOT, including the Federal Highway Administration."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respects to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its *Federal Aid Highway Program*.

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.33 (e) of 49 CFR § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Request for Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal Aid Highway Program* and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The **Central Arizona Governments**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 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, and national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. The period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. The period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

## APPENDIX A

### Contractor

During the performance of this contract, the contractor, for itself, its assignees, and successor 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 Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, *Federal Highway Administration or the Arizona Department of Transportation*, as they may be amended from time to time, which 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 set forth in Appendix B of 49 CFR Part 21.
3. **Solicitation 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, Regulations, and directives issued pursuant hereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the *Federal Highway Administration or Arizona Department of Transportation*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration or Arizona Department of Transportation*, may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or

- b. 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 request to any subcontract or procurement as the Recipient, the *Federal Highway Administration or Arizona Department of Transportation* may direct as a means of enforcing such provision including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **DELIVERABLES / DISCLAIMER:** To meet the requirements of 23 CFR 420.117(e), the Contractor and its Sub-Contractors shall include the following disclaimer in each deliverable.

*“This report was funded in part through grants from the Federal Highway or Federal Transit Administration, 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, and for the use or adaptation of previously published material, presented herein. The contents do not necessarily reflect the official views or policies of the Arizona Department of Transportation or the Federal Highway or Federal Transit Administration, 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 and the State of Arizona do not endorse products or manufacturers.”*

## APPENDIX B

### Clauses for Deeds Transferring United State Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to provisions of Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the **Central Arizona Governments** will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code the Regulations for the Administration of *Federal Aid for Highways*, and the policies and procedures prescribed by the *Arizona Department of Transportation, Federal Highway Administration* and the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252;42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **Central Arizona Governments** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made part hereof.

#### (Habendum Clause)

**TO HAVE AND TO HOLD** said lands and interests therein unto the **Central Arizona Governments** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance in extended or for another purpose involving the provision of similar services or benefits and will be binding on the **Central Arizona Governments**, its successors and assigns.

The **Central Arizona Governments**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.] [and]\* (2) that the **Central Arizona Governments** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the U. S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, [and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear purpose of Title VI.

## APPENDIX C

### Clauses for Transfer or Real Property Acquired or Improved under the Activity, Facility, or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Central Arizona Governments** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, license, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the **Central Arizona Governments** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **Central Arizona Governments** will have the right to enter or re-enter the lands and facilities thereon, and the above describe lands and facilities will there upon revert to and vest in and become the absolute property of the **Central Arizona Governments** and its assigns.\*

*\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear purpose of Title VI.*

## APPENDIX D

### Clauses for Construction/Use/Access to Real Property Acquired under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the **Central Arizona Governments** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the grounds of race, color or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts of Regulations, as amended set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the **Central Arizona Governments** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter or re-tenant and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination, the **Central Arizona Governments** will there upon revert to and vest in and become the absolute property of the **Central Arizona Governments** and its assigns.\*

*\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear purpose of Title VI.*

## APPENDIX E

### Performance of Contract

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability): and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 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 and activities” to include all the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the American Disability 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 CFR 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 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.*).

## **APPENDIX F**

### **Prompt Pay and Payment Reporting Provisions (07/24/2023)**

#### **MEASUREMENTS AND PAYMENT:**

##### **1) Partial Payments:**

If satisfactory progress is being made, the contractor will receive a payment based on the amount of work completed. Progress payments may be made by the LPA/Subrecipient Procurement Office to the contractor on the basis of an approved estimate of the work performed during a preceding period of time. The progress payments shall be paid on or before 21 days after the receipt of complete and accurate invoice. The estimate of the work will be deemed received by the LPA/Subrecipient Procurement Office on submission to the person designated by the LPA/Subrecipient Procurement Office for the submission, review or approval of the estimate of the work. The LPA/Subrecipient Procurement Office by mutual agreement may make progress payments on contracts of less than 90 days and shall make monthly progress payments on all other contracts. Payment to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the contract may include payment for material and equipment.

An estimate of the work submitted will be deemed approved and certified for payment after seven days from the date of submission unless before that time the LPA/Subrecipient Procurement Office or Designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the contract. The contractor shall work with the LPA/Subrecipient or the LPA/Subrecipient Designee to finalize monthly estimate. The progress payments will be paid on or before 21 days after the invoice of the work is certified and approved in accordance with Arizona Revised Statutes Section 34-221.

The contractor shall pay to the contractor's subcontractors or material suppliers, and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment the respective amounts allowed the contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest.

No contract for construction services may materially alter the rights of any contractor, subcontractor or material supplier to receive prompt and timely payment. A subcontractor may notify the LPA/Subrecipient Procurement Office in writing requesting that the subcontractor be notified by the Subrecipient Procurement Office in writing within five days from payment of each progress payment made to the contractor.

##### **2) No Retainage on Progress Payments:**

- a) This is a federally funded project. Therefore, notwithstanding A.R.S § 34-221, the LPA/Subrecipient Procurement Office will not withhold retainage from progress payments. Neither the contractor, nor the subcontractor of any tier, may withhold any retainage on progress payments to subcontractors or suppliers of any tier.

- b) This provision does not prevent the LPA/Subrecipient Procurement Office from withholding retainage or reducing payments where otherwise provided in the contract. These cases may include, but are not limited to:
  - i) Delayed work;
  - ii) Work that is not satisfactorily performed; or
  - iii) A failure to submit necessary reports, certifications, or documents to the LPA/Subrecipient Procurement Office.

**3) Subcontractor Payments:**

- a) No Retainage:
  - i) This is a federally funded project. Therefore, notwithstanding A.R.S § 34-221, neither the contractor, nor the subcontractor of any tier, may withhold any retainage on progress payments to subcontractors or suppliers of any tier.
  - ii) Pursuant to Subsection (B)(2) of this Specification, the contract does not prevent the LPA/Subrecipient Procurement Office from withholding retainage or reducing payments where otherwise provided in the contract. These cases may include, but are not limited to:
    - (1) Delayed work;
    - (2) Work that is not satisfactorily performed; or
    - (3) A failure to submit necessary reports, certifications, or documents to the LPA/Subrecipient Procurement Office.
  - iii) When the LPA/Subrecipient Procurement Office withholds retainage or reduces payments under Subsection (B)(2) of this Specification, the contractor may withhold retainage on progress payments to subcontractors or suppliers of any tier. However, the contractor may only withhold a reasonable amount of retainage.
  - iv) For the purposes of this section, a “reasonable amount” of retainage is based on the subcontractor’s involvement or the supplier’s involvement in the cause for the LPA/Subrecipient Procurement Office’s reduction of payment. The final amount retained from all subcontractors and suppliers shall not be higher than the amount retained by the LPA/Subrecipient. However, tier subcontracts shall include provisions that comply with this section.
- b) No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.
- c) Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the LPA/Subrecipient Procurement Office. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

- d) Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.
- e) Payment Reporting: For the purposes of this subsection “Reportable Contracts” means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any tier with a DBE material supplier.
  - i) The requirements of this subsection apply to all Reportable Contracts.
    - (1) Payment Reporting for all Reportable Contracts shall be done through the LPA DBE System which can be accessed at AZ UTRACS on the Arizona Transportation Business Portal at [www.azutracs.com](http://www.azutracs.com). No later than fifteen calendar days after the preconstruction conference, the contractor shall log into the system and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter the subcontractor information in the LPA DBE System. Reportable contracts information shall be entered into the system no later than five calendar days after approval by the LPA/Subrecipient Procurement Office.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the last day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the LPA DBE System.

In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract within 15 days of receipt of electronic payment notification and the contractor shall actively monitor the system to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the system between payment amounts it reports, and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract payment activity is in the LPA DBE System. This includes all lower-tier Reportable Contracts. The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the system. The

contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(2) Sanctions for Inadequate Reporting:

For each month that the contractor fails to submit timely and complete payment information, the LPA/Subrecipient Procurement Office will retain \$5,000.00 as sanctions from the monies due to the contractor. After 90 consecutive days of non-reporting, the sanctions will increase to \$10,000.00 for each subsequent month which the contractor fails to report until the information is provided. These sanctions shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

f) Completion of Work:

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the LPA/Subrecipient Procurement Office.

g) Disputes:

If there is a discrepancy between what is reported by the contractor in the LPA DBE System and what the subcontractor indicates, an alert email will automatically be sent to the contractor. The email will be sent to the email address provided by the contractor in the LPA DBE System. It is the contractor's responsibility to ensure that the email address in the system is kept current.

The contractor shall provide a verifiable explanation of the discrepancy in the LPA DBE System as early as practicable but in no case later than seven days after the date of the alert email.

The LPA/Subrecipient will determine whether the contractor has acted in good faith concerning any such explanations. The LPA/Subrecipient and ADOT BECO reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether prompt payment requirements are met. The contractor shall implement and use the dispute resolution process outlined in the subcontract or by following the LPA/Subrecipient escalation process, to resolve payment disputes.

h) Non-compliance:

Failure to make prompt partial payment, or prompt final payment including any retention, within the time frames established above, will result in remedies, as the LPA/Subrecipient Procurement Office deems appropriate, which may include but are not limited to:

i) Sanctions: These sanctions will be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(1) The LPA/Subrecipient Procurement Office will withhold two times the disputed dollar amount not paid to each subcontractor.

(2) If full payment is made within 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the amount withheld by the LPA/Subrecipient Procurement Office will be released.

- (3) If full payment is made after 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the LPA/Subrecipient Procurement Office will release 75 percent of the funds withheld. The LPA/Subrecipient Procurement Office will retain 25 percent of the monies withheld as sanctions.
- ii) Additional Remedies. If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more projects within 24 months, the LPA/Subrecipient Procurement Office may, in addition, invoke the following remedies:
- (1) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors, subject to the sanctions described in paragraph (a) above,
  - (2) Terminate the contract for default,
  - (3) Disqualify the contractor from future bidding, temporarily or permanently, depending on the number and severity of violations, if applicable.

In determining whether liquidated damages will be assessed, the extent of the sanctions, or additional remedies assessed, the LPA/Subrecipient will consider whether there have been other violations on this or other contracts, whether the failure to make prompt payment was due to circumstances beyond the contractor's control, and other circumstances. The contractor may, within 15 calendar days of receipt of the decision of the LPA/Subrecipient, escalate the decision according to the contract's escalation process.