



REQUEST FOR PROPOSALS
FOR
CONSULTING SERVICES
FOR THE
2045 Regional Transportation Plan

Issued:

March 11, 2020

Request for Proposals Due:

April 22, 2020 at 3:00 PM

Lake Havasu Metropolitan Planning Organization
City Clerk's Office
2330 McCulloch Boulevard N.,
Lake Havasu City, AZ 86403
928-453-2824 | www.LHMPO.org

Vincent Gallegos, Executive Director
GallegosV@LHCAZ.gov

Project Funding Provided by:

CFDA	Agency	Grant Program	Title
20.205	FHWA	SPR	Statewide Planning and Research
20.505	FTA	5303/5305d	Metropolitan Transportation Planning

TABLE OF CONTENTS

1.	NOTIFICATION	3
2.	LAKE HAVASU MPO BACKGROUND INFORMATION	4
3.	INTRODUCTION	6
4.	PROJECT DESCRIPTION.....	7
5.	SCOPE OF WORK.....	7
6.	DBE GOAL (COMMITMENT AND DOCUMENTATION).....	13
7.	DOCUMENTATION OF CONSULTANT PROGRESS	15
8.	COMPENSATION	15
9.	GUIDELINES FOR RFP SUBMITTALS.....	16
10.	PROPOSAL CONTENT	17
11.	GENERAL PROVISIONS	19
12.	PROPOSAL EVALUATION CRITERIA	20
13.	INTERVIEW EVALUATION CRITERIA	20
14.	PROCUREMENT TIMELINE.....	22
15.	QUESTIONS CONCERNING THE RFP.....	22
16.	FEDERAL THIRD PARTY AGREEMENTS	23
17.	CERTIFICATION FORMS	32

Attachments:

Professional Services DBE Provisions

Prompt Pay and Payment Reporting Provisions



1. NOTIFICATION

Release Date: March 11, 2020

Closing Date: April 22, 2020

The Lake Havasu Metropolitan Planning Organization (MPO) invites qualified firms or individuals to submit proposals to provide consulting services for the preparation of the 2045 Regional Transportation Plan (RTP) to the designated managing agency, the Lake Havasu MPO.

Proposals will be received until **3:00 PM** on Wednesday, **April 22, 2020**, at City Clerk Office, 2330 McCulloch Boulevard N., Lake Havasu City, AZ 86403

Any proposal received after 3:00 PM on the above date will be returned unopened. The Lake Havasu MPO reserves the right to reject any and all proposals and assumes no liability for the costs of preparing a response to this request.

Please note on the outside of the proposal envelope:

Requests for Proposals 20-MPO-500059: LHMPO 2045 Regional Transportation Plan

The outside of the proposal envelope shall also indicate the name and address of respondent and shall be addressed to the City Clerk's Office at the aforementioned address.

Issued by:

Date: March 11, 2020

Vincent Gallegos, MPO Executive Director
928-453-2824
GallegosV@LHCAZ.gov

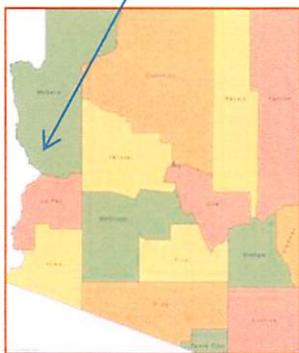
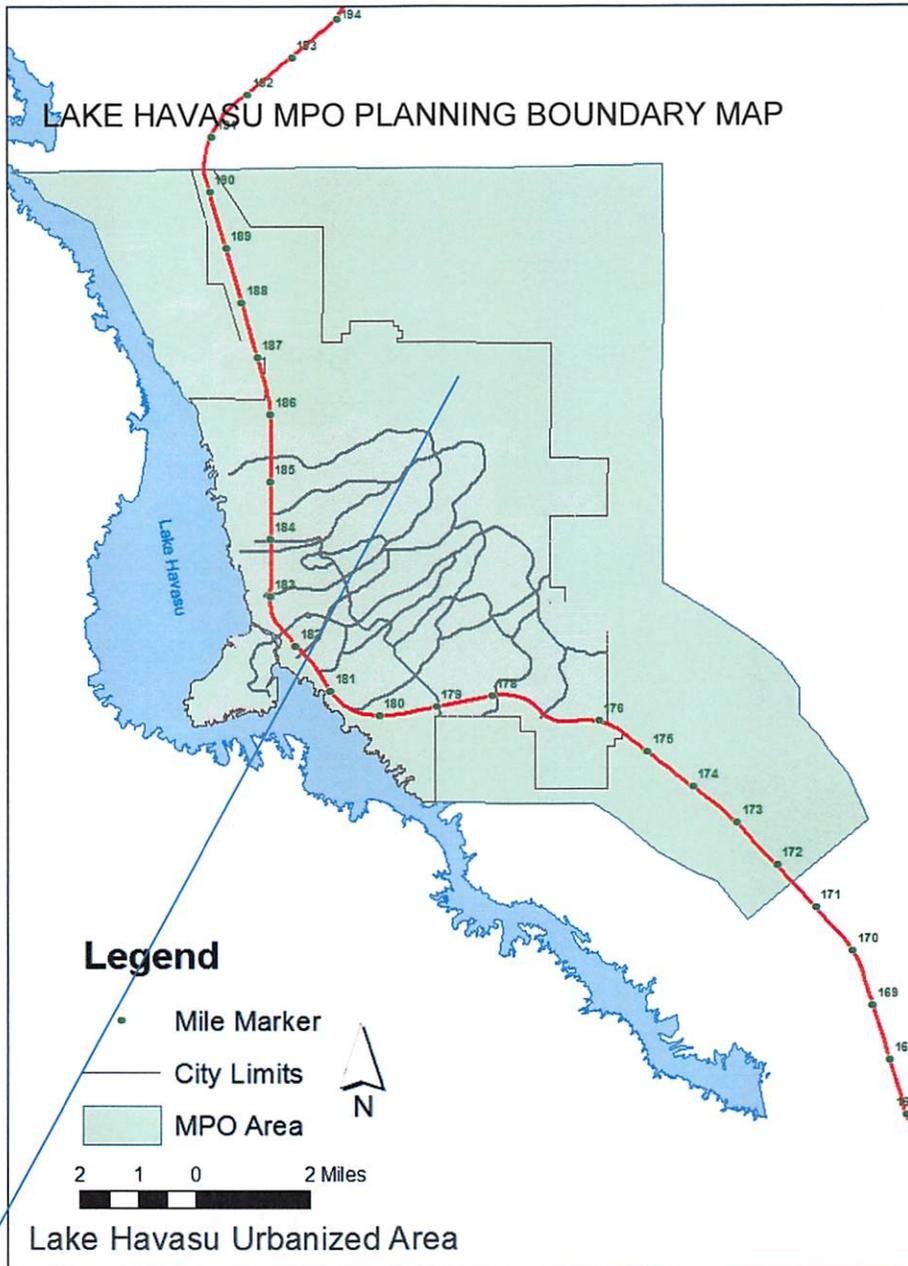
2. LAKE HAVASU MPO BACKGROUND INFORMATION

As a result of the 2010 Census, the Lake Havasu City's population reached 50,000 and was designated a 'small urban area' by federal mandate. In 2013, the Lake Havasu MPO was formed to provide transportation planning services for the designated planning region. The Lake Havasu MPO encompasses a total land area of 100 square miles (see the Lake Havasu MPO Planning Boundary Map on the next page). The LHMPO planning area boundary (Figure 1) encompasses all areas within the Lake Havasu City limits as well as the Mohave County areas north of the City limits known as Desert Hills, Havasu Gardens, Crystal Beach and the Mohave County area southeast of the City known as Horizon Six.

The Lake Havasu MPO has completed a 2040 Regional Transportation Plan, Strategic Transportation Safety Plan, Regional Transit Feasibility and Implementation Plan, and Bicycle Pedestrian Study. Combined, these plans will help determine the needs and priority projects to be implemented within the region.

The completed 2045 Regional Transportation Plan (RTP) will include elements of:

- Lake Havasu MPO Transit Plan (January, 2020)
- Lake Havasu MPO Bicycle Pedestrian Implementation Plan (February, 2018)
- Lake Havasu MPO Strategic Transportation Safety Plan (February, 2017)
- Lake Havasu MPO 2040 Regional Transportation Plan (March, 2016)



3. INTRODUCTION

Metropolitan Planning Organizations are required by federal law to conduct long range planning, of a *minimum* of 20 years, on behalf of the region. The RTPs are developed by MPOs in cooperation with FHWA, FTA, ADOT and other project stakeholders including system users. The initial Lake Havasu MPO 2040 Regional Transportation Plan was completed in March, 2016 and sets the framework for how federal dollars will be spent in the region over the next 20 years. Pursuant to Title 23 CFR Part 450.324 et seq. FHWA describes the development and content of RTPs as follows:

“The transportation plan is the statement of the ways the region plans to invest in the transportation system. The plan shall include both long-range and short-range program strategies/actions that lead to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods. The plan has several elements, for example: identify policies, strategies and projects for the future; determine project demand for transportation services over 20 years; focus at the systems level including roadways, transit, non-motorized transportation, and intermodal connections; articulate regional land use, development, housing and employment goals and plans; estimate costs and identify reasonably available financial sources for operation, maintenance, and capital investments; determine ways to preserve existing roads and facilities and make efficient use of the existing system; be consistent with the Statewide transportation plan; and be updated every five years or four years in air quality nonattainment and maintenance areas. MPOs should make special efforts to engage interested parties in the development of the plan.”

The Lake Havasu MPO is located in an attainment area. Therefore, the RTP must be updated every five years.

As specified in 23 CFR 450.340(a), since the completion of this RTP is occurring after May 27, 2018, it must adopt the new federal requirements resulting from the Map-21/FAST Act and the Final Rule. Some of these requirements were previously addressed in the 2040 Regional Transportation Plan and will need to be reviewed and updated as necessary. Other requirements will need to be added as part of the update effort.

4. PROJECT DESCRIPTION

This Request for Proposals (RFP) initiates the process to select the most appropriate consulting transportation planning and/or engineering firm/team qualified to conduct, prepare, and provide the identified services and deliverable work products for the RTP. Interested firms should submit proposals listing qualifications, relevant experience, and proposed project team, including sub-consultants, to complete the RTP as described in this RFP.

The primary deliverable services and work products for the RTP shall include the following:

- Refined Scope of Work and Project Schedule
- Detailed Public Involvement Plan
- Updated regional Goals, Objectives, and Targets
- Revised Project Selection Process
- Revised Project Selection Application
- Revised Project Scoring Matrix
- Verification of all Federal and State requirements for the RTP
- System Performance Report
- DRAFT RTP for internal and public review, including all updated and new information
- Final RTP for submittal to ADOT and FHWA by no later than September 8, 2021, including all updated and new information
- Final RTP Executive Summary

5. SCOPE OF WORK

The scope of work includes: the review and update of the current Lake Havasu MPO 2040 Regional Transportation Plan with an emphasis on ensuring that all information is up to date; adding all missing federal and state requirements as well as information that is new to the region; in conjunction with the Lake Havasu MPO Technical Advisory Committee (TAC), updating all project selection, scoring, and prioritization; and creating the Final 2045 Regional Transportation Plan and Executive Summary.

This Scope of Work is provided as a guide to the type of work anticipated to be involved with this planning project. The Scope is written to maximize efficiency

for the consultant team while providing Lake Havasu MPO the best possible product. Proposers are highly encouraged to offer refinements to this Scope of Work in submitted proposals that increase efficiency or provide a better product. Proposers are encouraged to *highlight the suggested refinements* in order to make them easily identifiable by the review team.

The Lake Havasu MPO RTP shall include the following tasks:

Task 1 – Project Management and Coordination

Provide project management and coordination with Lake Havasu MPO staff, Lake Havasu MPO TAC, and all project stakeholders. The prime consultant shall also manage and coordinate closely with any sub-consultants to ensure on time delivery and responsive performance. Upon notice to proceed, the consultant shall develop a refined project scope with input from Lake Havasu MPO staff.

The consultant shall prepare a Gantt style schedule for accomplishing the tasks outlined in the proposed scope of work. Show the approximate dates for TAC meetings, stakeholder meetings, public outreach meetings, presentations to the elected officials and Executive Board and other required meetings.

The consultant will provide monthly invoices to the MPO on a percent completion basis. Included in the invoice will be a status update identifying completed activities for the invoiced month as well as a list of upcoming activities planned for the following invoice cycle. In addition, the invoice will include a breakdown of amounts paid to all sub-consultants for the billing cycle.

This task is continuous throughout the length of the RTP development period.

Deliverables:

The consultant shall:

- Prepare a Project Management Plan including a refined scope of work and schedule for the RTP;
- Prepare for and conduct all RTP TAC and Project Management team meetings;
- Submit monthly invoices including a status update and the amounts paid to each sub-consultant.

Task 2 – Update Existing 2040 Regional Transportation Plan

Review the current 2040 Regional Transportation Plan to ensure state and federal compliance. Update all information contained within the document that may have changed since completion of the previous version. The items listed below are meant to be representative of the types of updates that may be required and is **not** to be considered as comprehensive.

Work with the Lake Havasu MPO TAC to identify the actual outcomes of identified Goals, Objectives, and Targets as written in the 2016 baseline. Identify if any of these Goals, Objectives, or Targets need to be updated or removed.

Review and update all current employment information contained in the 2016 RTP. Identify any employment that is new to or expected to significantly expand or locate within the region for inclusion in the RTP.

Review Current and Future population and employment forecasts at the TAZ level. Review and confirm control total population and employment for each jurisdiction and the unincorporated county within the entire study area. Review and confirm existing and forecast data from the MAG Population and Employment databases as well as work with TAC members and Economic Development staff from the Cities and County to ensure that the most accurate information is included in the RTP. In addition, review and update the Title VI and regional demographic information as necessary.

Update Functional Classification of Roadways based on ADOT's current State wide effort for those roadways located within the study area. Use information gathered through the Lake Havasu MPO regional Traffic Count, Data Collection and Mapping project to update traffic volume information. Update Current and Future Roadway Performance and identify any congested conditions in the region. Update all Transportation Safety conditions based on the information in the Lake Havasu MPO Strategic Transportation Safety Plan (STSP). Evaluate and update the current roadway conditions. Utilize ADOT Bridge Section data to update the current condition of off system bridges in the region. Utilize the Lake Havasu MPO Transit Plan, the Lake Havasu MPO Bicycle Pedestrian Implementation Plan and the LHMPO and WACOG Human Services Transportation Coordination Plan to update the Transit conditions. Review and update as needed based on adopted master and or general/comprehensive plan recommendations: Bicycle and Pedestrian, Aviation, Freight, and Rail facilities and systems in the study area.

After updating the projected revenue for the Lake Havasu MPO, work with the TAC, project stakeholders, and the system users to review and update the recommended investment strategy for the MPO. In conjunction with **Task 4**, update the Project Selection Approach utilized by the Lake Havasu MPO TAC. As needed, review and update: the Transit Implementation Plan, Projects of Opportunity, and strategic projects.

LHMPO through regional leadership of this RTP emphasizes the opportunity with technology, especially with limited resources. Current and future technology will allow for greater efficiencies in safety, capacity, and mobility throughout the regional transportation network. The RTP should illustrate such things as:

vehicle infrastructure based ITS vs smartphone based ITS; modern and emerging small cell networks for mobility monitoring and redundancy in transportation data; traffic signal phase time V2I communications; and other elements referred to in the 2040 RTP.

Deliverable:

- In conjunction with **Task 3**, create a DRAFT version of the RTP, either as one document or broken into individual Working Papers.

Task 3 – Add New Information to the Regional Transportation Plan

In conjunction with **Task 2**, the consultant shall identify any and all current federal and state requirements for a RTP and verify that they are included in the current document. Any deficient item that is detected shall be added to the updated document. In addition, any changes in the regional landscape that have occurred since the completion of the existing document shall be included in the update. The items listed below are meant to be representative of the types of additions that may be required and is not to be considered as comprehensive.

As is the national policy that the MPO carries out a **continuing, cooperative, and comprehensive (3 C's)** performance based multimodal transportation planning process. The RTP should highlight and evaluate projects, policy, and process that has and / or will support the 3 C's.

Moving Ahead for Progress in the 21st Century ACT (MAP-21) and the FAST Act identified national transportation goal areas. The Arizona Department of Transportation has set targets for each of these goal areas that have been or will be adopted by the Lake Havasu MPO. The RTP shall include a description of the (Federally required) performance measures and performance targets used in assessing the performance of the transportation system [23 U.S.C. 450.324 (f)(3)]. At minimum, the following goal areas will need to be included in the RTP, as well as a description of how the MPO will assist ADOT in meeting the adopted targets:

- Safety
- Pavement
- Bridge
- Freight
- Reliability and System
- Congestion and Environmental Sustainability

Create a system evaluation report that includes the condition and performance of the transportation system with respect to the (Federally required) performance targets including progress achieved by the MPO toward performance targets [23 U.S.C. 450.324 (f)(4)].

Deliverable:

- In conjunction with **Task 2**, create a DRAFT version of the RTP, either as one document or organized into individual Working Papers.

Task 4 – Develop Project Nomination Form, Scoring and Prioritization Criteria, and Selection Process

The consultant will develop a Lake Havasu MPO Project Nomination Form. The consultant will gather TAC feedback on the value, level of effort and utility of the current form. The consultant will ensure that the updated form aligns with any adjustments made to Lake Havasu MPO Goals, Objectives, and Targets. Where possible, the form should be made to include as much overlap of the ADOT HURF Exchange application as possible. This effort will ensure that regional objectives are met as well as save Lake Havasu MPO member agencies future time and effort.

The consultant will develop the Lake MPO Scoring and Prioritization Criteria. The consultant will gather TAC feedback on the scoring categories as well as the scoring values of each category. The consultant will ensure that the updated criterion aligns with any adjustments made to Lake Havasu MPO Goals, Objectives, and Targets.

The consultant will work with the TAC to review and potentially upgrade the stated Project Selection Process. The current documented process may or may not be the project selection method that the TAC determines to be the best practice of selecting projects for the next five years.

Deliverables:

- Project Nomination Form
- Scoring and Prioritization Criteria Matrix
- Project Selection Process

Task 5 – Public Involvement

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

Per Title 23, the consultant shall consult, as appropriate, with State and local agencies responsible for land use management, natural resources, environmental protection, conservation, and historic preservation concerning the development of the transportation plan. In addition, the consultant shall

consider the TAC, City and County / City Economic Development staff, and others as needed, as additional project stakeholders.

The consultant will conduct at least one public outreach meeting or public open house in the Lake Havasu MPO region for the purpose of gathering public input. In addition, the consultant will participate in one Public Hearing for the purpose of accepting public comment and testimony on the DRAFT 2045 Regional Transportation Plan, Transportation Improvement Program.

The consultant will also provide six total informational, educational, and engaging presentations, which will be to the Lake Havasu MPO Executive Board, MPO TAC, Lake Havasu City Council, Mohave County Board of Supervisors, and stakeholders.

Deliverables:

The consultant shall be responsible for:

- Creation, refinement, and updating of a Public Involvement Plan.
- Stakeholder interviews and information gathering.
- One presentation to the Lake Havasu City Council and Mohave County Board of Supervisors as member agencies of the Lake Havasu MPO; one presentation to the Lake Havasu MPO Executive Board; three to the MPO TAC and stakeholders; one public meeting and one public hearing.
- Arrangement and reservation of meeting locations.
- Preparation of all draft and final presentation and informational materials for each of the meetings.
- Preparation of draft and final materials and cost of advertisements and outreach activities (flyers, newspaper ads, email, social media etc.).
- Preparation and updating of contact lists, public notices, and documentation of the public involvement process and input received to the plan.

Task 6 – Final 2045 Regional Transportation Plan

The Final Lake Havasu MPO 2045 Regional Transportation Plan will include all of the updated elements of the current RTP as well as the addition of the new Federal Requirements. The RTP will meet all Federal and State requirements for the MPO 2045 Regional Transportation Plan and include appendices that cover all additional efforts.

Deliverables:

- 12 hard copies of the Final 2045 Regional Transportation Plan document.
- 12 hard copies of the Final 2045 Regional Transportation Executive Summary.
- Digital copies of both documents.

- Comment Resolution form to address any comments received at the Public Hearing or the 30 day review period.

6. DBE GOAL (COMMITMENT AND DOCUMENTATION)

The Lake Havasu MPO 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. The Lake Havasu MPO has received federal financial assistance from the USDOT and as a condition of receiving the assistance, Lake Havasu MPO has signed an assurance that it shall comply with 49 CFR Part 26.

DBE Goal Assessment: 0%

Consultants are still encouraged to employ reasonable means to obtain DBE participation on this Contract to help ADOT meet its overall DBE goal. See the **Professional Services DBE Provisions** attachment for additional DBE contract requirements.

The consultant is required to adhere to the commitment made to utilize certified Disadvantaged Business Enterprises (DBE) as indicated in the firm's Request for Proposal or subsequently agreed to by the MPO during negotiations.

Responders to the Request for Proposals are **REQUIRED to sign and return with their response on the Proposal Certification Form** that are included herein. Failure to include the signed Proposal Certification Form WILL RESULT in the rejection of the firm's proposal.

Prior to submittal, and in compliance with 49 CFR Part 26.11, all contractors and consultants submitting a bid, proposal, or statement of qualification 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. Firms are **REQUIRED to submit the corresponding Bidder's List email confirmation notice as part of the proposal**. Failure to provide the notice WILL RESULT in rejection of the firm's proposal.

<https://utracs.azdot.gov/Home> ADOT Contract # **MPD176569.19-700.2**

Contractor Compliance

- a. A vendor/contractor/consultant/subcontractor/subconsultant (herein after referred to as “contractor”) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award 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 Grantee, with the Department’s concurrence, deems appropriate, which may include, but is not limited to:
 - Withholding payments;
 - Assessing sanctions;
 - Liquidated damages; and/or
 - Disqualifying the contractor from future bidding on the grounds of being non-responsible.
- b. Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.
- c. Each contractor shall designate a full time employee who shall be responsible for the administration of the contractor's DBE program.
- d. Each contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.
- e. Subcontract Payment Reporting in the DBE system:
 1. The Arizona Department of Transportation (the Department) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to FTA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).
 2. The contractor shall respond to Subrecipient payment audits reported each month electronically through the Department’s web-based payment tracking system (<https://arizonalpa.dbesystem.com/>), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors, shall also respond to its audits and report lower-tier subcontractor payments in the same manner.

3. If, by the DBE system audit deadline, the contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the Project Manager will work with the ADOT MPD Program Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.
- f. The contractor shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.

7. DOCUMENTATION OF CONSULTANT PROGRESS

The selected consultant shall provide monthly email progress reports to the Lake Havasu MPO Project Manager. The reports shall state the work accomplished the preceding month, the work anticipated to be accomplished the next month, any issues that have arisen and how those were or will be resolved, and an update on the progress and adherence to the project schedule. This effort can be combined with the monthly project billing.

During project execution, a project billing invoice shall be submitted within ten (10) working days after the end of each month until the final report is submitted. The project billing invoice shall include, at a minimum, a statement of work accomplished to date and during the billing period, the budgeted amount for each task, the amount expended by work task, percent completion, the hours expended, cost for the billing period, the amount spent to date, amount expended for direct expenses, and a breakdown of progress and payments made to each sub consultant approved as part of the contract.

8. COMPENSATION

The consultant shall provide a lump sum price proposal for this study to prepare the 2045 Regional Transportation Plan as part of the response to this Request for Proposal. ***The price proposal shall include a summary table showing the following for each task:***

- The name of each professional assigned and 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
- Anticipated reimbursable expenses for the project

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 shall be completed by the consultant to the satisfaction of the Technical Advisory Committee, the Lake Havasu MPO staff, and the Lake Havasu MPO Executive Board.

Progress payments can be made, upon request, following submittal and satisfactory review by the Lake Havasu MPO staff.

9. GUIDELINES FOR RFP SUBMITTALS

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

- Maximum length of 12-pages
- Page limit is for the proposal content only and does not include covers, cover letter, table of contents, dividers, resume appendix, or required form appendix
- Single-sided standard 8½" x 11" page size
- No other page size is allowed
- 12 Point Font only for text content
- 10 point font minimum for tables, charts, graphs, captions, and team organization chart
- Cover letter shall be limited to one page only and must be signed by a party authorized to bind the entity submitting the proposal
- **Nine (9) bound hard copies and an enclosed electronic copy in pdf format (on a USB storage device)** of the complete proposal submittal document to be delivered to the Lake Havasu MPO offices no later than the due time and date stated in this RFP
- The hard bound copy package shall clearly identify it is a **Proposal for the 2045 Regional Transportation Plan**
- Submitted proposals become the property of the Lake Havasu MPO and will not be returned

10. PROPOSAL CONTENT

IMPORTANT: Please prepare and organize your proposal in the order outlined below. This will assist the review committee in evaluating your firm's proposal and qualifications more efficiently.

The following items ***must be included*** in each proposal to be considered complete and responsive. The consultant should respond to each of these items in the order listed below. To facilitate the evaluation of each proposal, potential consultants submitting a proposal are required to adhere to the following format:

1. **Cover Letter** – One page cover letter shall be attached as a part of the proposal summarizing the key points made in the proposal, with contact information for the submitting party, and signed by an authorized representative authorized to bind the entity submitting the proposal.
2. **Introduction** – Provide a brief review of the study team makeup and a summary of the team's specific qualifications and experience in preparing Regional plans.

Outline and discuss the team's general project approach, project management methodologies, and quality control plan.

3. **Scope of Work** – Address how your team proposes to accomplish the individual tasks of the scope of work contained in this RFP.

The scope of work presented in your proposal shall be a refined scope of work incorporating any changes, additions, or modifications to the scope of work presented in this RFP deemed beneficial to the project by the consultant. The consultant shall highlight any changes made to the scope and explain why the change was made and how it will benefit the overall plan. The reviewer should be able to readily see and understand the refined scope being presented by the consultant.

4. **Project Personnel** – Provide an organization chart identifying all key personnel who will actually lead and conduct the effort for the Lake Havasu MPO. Include names of all key project personnel and names of sub-consultant personnel, as well as all individuals who are assigned and dedicated to this RTP. For each person, include a job title (role), duties, responsibilities, and a brief summary of qualifications and relevant experience in planning studies of this type.

5. **Experience and References** – Provide a description of at least three (3) previous projects similar in nature to the services requested. For each project, provide the:
- Project title
 - Timing (start date, end date, duration)
 - Contract amount (original and final amounts with an explanation of the difference)
 - Sponsoring agency
 - Agency project manager (name and current contract phone number and email address)
 - Roles of individuals assigned to this project on the cited reference project
6. **Project Schedule** – Provide a Gantt style timetable for accomplishing the tasks outlined in the proposed scope of work. Assume the notice to proceed per the procurement timeline provided below. Show the approximate dates for TAC meetings, stakeholder meetings, public outreach meetings, presentations to the elected officials and Executive Board and other required meetings.

Federal Highway Administration requires the Lake Havasu MPO to complete the updated 2045 Regional Transportation Plan by September 8, 2021. The consultant's schedule should reflect this timeline and take into consideration all Lake Havasu MPO processes and timelines for approval, including TAC approval, Executive Board approval, 30 day public review, and public hearing, as required. The consultant may propose an alternate schedule period if deemed necessary to deliver the Plan more quickly. The alternate schedule should be accompanied by a justification for the same.

7. **Project Budget** – Provide a standard line item budget that is structured to address the proposed budgeted amount for each of the tasks identified in the scope of work. At a minimum, the budget must show project personnel, job title (role), estimated hours of work, hourly charge rates, total amounts for each task, a total amount for the professional services fee, budgeted amount for direct expenses, budgeted amount for services provided by each sub-consultant, and total amount for completing the 2045 Regional Transportation Plan. 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 sub-consultant to be employed to help the prime complete the work to prepare and provide the RTP.

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

The consultant must get approval from the Lake Havasu MPO for any change in the project manager, task managers, or sub-consultants assigned to this project for any reason. Changing of key personnel may give rise to termination of the consultant contract depending on the nature and number of changes in key personnel at the discretion of the Lake Havasu MPO Executive Director.

NOTE: THE PROPOSAL RESPONSE FOR SECTIONS 2 THROUGH 8 ABOVE IS SUBJECT TO THE 12-PAGE LIMIT SPECIFIED IN THE GUIDELINES ABOVE.

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 one single-sided page 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:

- ***Bidder's List Confirmation email***
- ***Signed Request for Proposal Certification Form***

11. GENERAL PROVISIONS

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

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

Proposal Preparation Costs – All costs incurred for the proposal preparation, presentation, or contract negotiations are the responsibility of the consulting firm. Lake Havasu MPO will not pay for any information solicited or received.

Funding – Lake Havasu MPO is a designated Metropolitan Planning Organization (MPO) for the Lake Havasu Arizona Urbanized Area, and has elected to utilize Metropolitan Planning Program Statewide Planning and Research (SPR) and Federal Transit Administration (FTA) Section 5303/5305 funds to finance the RTP. In support of the Plan, Lake Havasu MPO will provide the local government match in the form of In-kind, or if necessary a cash match.

12. PROPOSAL EVALUATION CRITERIA

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

1.	Project understanding and approach	40
2.	Clarity of proposal, technical soundness, and enhancements to scope of work elements outlined in this Request for Proposals	30
3.	Experience and qualifications of the project manager, task managers, and sub-consultants on the team. Experience and qualifications of the team in development of similar plans.	20
4.	Proposed schedule and budget	10
	Total Points	100

A Consultant Selection Committee will evaluate submitting firm proposals and qualifications to select the best firm to undertake the study and completion of the 2045 Regional Transportation Plan. The Consultant Selection Committee may select a consultant directly from the review and ranking of the proposals if there is a clear cut best firm/team. The Consultant Selection Committee may also choose to interview a maximum of three of the submitting firms determined to be the most qualified of all the submittals.

13. INTERVIEW EVALUATION CRITERIA (If Necessary)

After evaluation of the proposals, a shortlist of a maximum of three firms **may** be identified based upon the composite score of the Consultant Selection Committee members. If necessary, a presentation/interview session with each of the short listed firms will comprise the second half of the consultant evaluation

and selection process. In the presentation/interview, shortlisted firms will be required to demonstrate their understanding and familiarity with the nature, scope, locations, key issues, innovative concepts, and other aspects of this project. Criteria, upon which the presentation/interview of each firm will be evaluated and scored, with weighting for each criterion, are as follows:

1.	Observations on existing conditions and key project information	20
2.	Identification of key issues or problems that will need to be considered and any initial thoughts on the resolution process	25
3.	Innovative approaches and concepts	25
4.	Experience and capabilities in development of similar studies of both the key personnel and the project team	20
5.	Specific reasons why the firm should be selected for the project	10
	Total Points	100

The Consultant Selection Committee members will individually evaluate the presentation/interview of each of the candidate firms and rate them accordingly to the aforementioned criteria. The Consultant Selection Committee will then agree upon a consensus ranking, and the Lake Havasu MPO staff will notify each interviewed firm of the outcome. Lake Havasu MPO staff shall then schedule a meeting with the top ranked firm for the purpose of finalizing the scope and negotiating a contract.

If negotiations are unsuccessful, the Lake Havasu MPO staff will terminate negotiation efforts with the top ranked firm and open negotiations with the 2nd ranked firm. This process will continue until negotiations are successful. The shortlist will remain in effect for a period of twelve months from the date of issuance by Lake Havasu MPO.

Once a contract has been successfully negotiated with a firm, the contract will be required to be signed by the Lake Havasu MPO Executive Director, Lake Havasu MPO Attorney, and Lake Havasu MPO Executive Board Chair. Federal language is required to be in all Lake Havasu MPO contracts and professional services agreements. The federal terms and provisions will be provided to the accepted and awarded firm.

14. PROCUREMENT TIMELINE

March 10, 2020	LHMPO Executive Board approval to advertise, consultant selection and negotiate contract with selected firm
March 11, 2020	RFP Issued and Posted
April 22, 2020	Proposal Due Date (3:00 p.m.)
April 28, 2020	Selection Committee Review and Rank Proposals
April 29, 2020	Notification to Selected Firm if Consultant Presentations/Interviews not needed
May 12, 2020**	Consultant Presentations/Interviews (if necessary)**
May 12, 2020**	Notification to Selected Firm (if necessary)**
June 12, 2020	Contract Negotiation Finalized
June 23, 2020	Executive Board to approve Contract
June 24, 2020	Notice to Proceed Issued

**If necessary

Please note that many of these dates are estimates. The timeline may proceed more quickly or more slowly depending on how certain events unfold.

The Lake Havasu MPO reserves the right to reject any or all proposals and to make any award which it considers to be in the best interest of the region. This request is for a Request for Proposals and is not a commitment to initiate a contract for services.

15. QUESTIONS CONCERNING THE RFP

Written questions regarding this RFP should be mailed or emailed to the Lake Havasu MPO and must be received no later than **10 calendar days** prior to the proposal submittal due date. Questions may then be responded to by written amendment to this document so that all proposers have the same information. Verbal statements or instructions shall not constitute an amendment to this RFP.

Inquiries shall be made to:
 Vincent Gallegos, Executive Director, Lake Havasu MPO
 900 London Bridge Road
 Lake Havasu City, AZ 86404
 Email: GallegosV@LHCAZ.gov
 (928) 453-2824

16. FEDERAL THIRD PARTY AGREEMENTS

APPLICABLE LAWS AND REGULATIONS

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

2. FRAUD AND FALSE STATEMENTS

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

3. ACCESS TO THIRD PARTY CONTRACT RECORDS

Pursuant to A.R.S. §35-214, the consultant and its sub-consultant(s) shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Contract and other related project(s). The consultant shall make all such materials related to the project(s) available at any reasonable time and place during the term of the Contract and for five (5) years. All Documents shall be retained for auditing, inspection and copying upon the Lake Havasu MPO or at FHWA's request, or any other authorized representative of the Federal Government.

4. **CHANGES TO FEDERAL REQUIREMENTS**

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

Changes to Contract Scope: Federal legislation and implementing regulations allow for change orders within the scope of the work covered by the contract. In the event of changed conditions, an adjustment of contract scope is permissible if the altered character of the work does not differ materially from that of the original contract as long as the work is approved by the Lake Havasu MPO with the requirement that the change must involve the work covered by the contract. Changes that materially differ from the scope of work are considered Cardinal Changes and are not permissible. All work changes must be reviewed by the Lake Havasu MPO, ADOT Contracts Program Manager, and/or ADOT Procurement Officer in advance of proceeding to ensure the change is permissible under State and Federal requirements and regulations. Work cannot proceed until appropriate financial and administrative processing has occurred and any federal approvals are received when and where necessary and a modified contract is issued.

5. **TERMINATION**

a. Termination for Convenience: The Lake Havasu MPO reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to 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 Lake Havasu MPO, based on the agreed Scope of Work actually completed by the consultant.

b. Termination for Cause: The MPO may terminate this Agreement for Cause ***upon the occurrence of any one or more of the following events:***

- 1) If consultant fails to perform pursuant to the terms of this Agreement;
- 2) If consultant is adjudged 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 the Lake Havasu MPO, the termination shall not affect any rights of the Lake Havasu MPO against consultant then existing or which may thereafter accrue.

c. Termination for Misrepresentation: The Lake Havasu MPO may, upon written notice, terminate this Contract for any attempt by consultant to represent any goods or materials not specifically awarded as being under contract with the Lake Havasu MPO. Any such action is subject to the legal and contractual remedies available to the Lake Havasu MPO inclusive of, but not limited to, contract cancellation, suspension and/or debarment of consultant.

6. **NON-DISCRIMINATION**

The Lake Havasu Metropolitan Planning Organization, in accordance with the provisions of the Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

7. **DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

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

8. **DEBARMENT AND SUSPENSION CERTIFICATION**

The consultant shall not make any award or permit any award (sub-grant 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".

9. **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 into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10. **ENVIRONMENTAL PROTECTION**

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

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).

11. **ENERGY CONSERVATION**

(This clause is applicable to Federal-aid contracts only.)

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

12. **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.

13. **INSURANCE**

The consultant and, if applicable, sub-consultants, 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 Lake Havasu MPO must be met following award of a contract and prior to CONSULTANT and, if applicable, sub-consultants, beginning work the project.

14. **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). Contractor 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 contractors 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

15. **PROMPT PAYMENT**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) The prime contractor agrees to pay each subcontractor 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 contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors 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 subcontracts.

16. **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 contractor 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.

17. **OTHER FEDERAL REQUIREMENTS**

The following requirements are not federal clauses.

18. **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.

19. **PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

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

20. **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

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

22. **INTEREST OF MEMBERS OR DELEGATES TO CONGRESS**

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

23. **INELIGIBLE CONTRACTORS AND SUBCONTRACTORS**

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

24. **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.

25. **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 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor 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. Contractor 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. Contractor's failure to so comply shall constitute a material breach of this contract.

26. **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. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

27. **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 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

28. **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).

29. **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.

30. **FEDERAL SINGLE AUDIT REQUIREMENTS FOR STATE ADMINISTERED 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 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.

31. **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, an individual with a disability, or a former employee.

32. **SAFE OPERATION OF MOTOR VEHICLES**

The Contractor 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 Contractor or AGENCY. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

1. CERTIFICATION FORMS

Responders to this Request for Proposals **are required to sign and return with their response the “Request for Proposal Certifications Form”** that are included herein.

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

- **Request for Proposal Certifications Form**

Request for Proposal Certifications Form

Contract #: LHM 20-118 Consultant Name:

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

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

1.	The consultant and its sub-consultants have not engaged in collusion with respect to the contract under consideration.
2.	The consultant, its principals and sub-consultants, have not been suspended or debarred from doing business with any government entity.
3.	The consultant shall have the proper Arizona license(s) and registration(s) for services to be performed under this contract. Furthermore, the consultant shall ensure that all sub-consultants have the proper Arizona license(s) and registration(s) for their services to be performed under this contract. Key members of the Project Team, including sub-consultants, are currently licensed to provide the required services as requested in the RFP package.
4.	The consultant's signature on any RFP or contract constitutes an authorization to the Lake Havasu MPO to ascertain the eligibility of the consultant, its principals and sub-consultants, to enter into contract with the Lake Havasu MPO and with any other governmental agency.
5.	The consultant's Project Team members are employed by the consultant on the date of submittal.

6.	All information and statements written in the proposal are true and accurate and that the Lake Havasu MPO reserves the right to investigate, as deemed appropriate, to verify the information contained in proposals.
7.	The consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction with, the performance of the work hereunder by the consultant, its agents, representatives, or employees.
8.	No Federally appropriated funds have been paid or shall be paid, by or on behalf of the consultant, for the purpose of lobbying.
9.	If the project is funded in whole or in part with Federal Aid funds, the consultant affirmatively ensures that in any subcontract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals/bids in response to this invitation and shall not be discriminated against on the grounds of race, color, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation.
10.	The consultant will utilize all project team members, sub-consultants, and DBE firms, if applicable, submitted in the RFP, and will not add other project team members or sub-consultants, unless the consultant has received prior written approval from Lake Havasu MPO 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. Please note: any firm being awarded work as a prime or sub-consultant on a federally funded project must be AZ UTRACS registered. Failure to submit the corresponding Bidder's List email confirmation as part of the Proposal will result in rejection of the proposal. Please use ADOT Project # MPD176569.19-700.2

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

Print Name and Title: _____

Signature: _____ *Date:* _____

Proposing Firm Name: _____