



Mountain Line

**(Northern Arizona Intergovernmental
Public Transportation Authority)**

3773 N. Kaspar Dr., Flagstaff, AZ 86004

(928) 679-8907

www.naipta.az.gov

REQUEST FOR PROPOSALS

RFP No. 2022-200

FOR

Asbestos Abatement Services

Due Date & Time

April 29, 2022

2:00 PM, AZ

**PROFESSIONAL –
ASBESTOS ABATEMENT SERVICES**

RFP No. 2022-200

RFP ISSUANCE DATE: March 28,2022

SUBMITTAL DUE DATE AND TIME: April 29, 2022, at 2:00 PM AZ

SUBMITTAL LOCATION: Mountain Line
3773 N. Kaspar Dr.,
Flagstaff, AZ 86004
purchasing@mountainline.az.gov

PRE-SUBMITTAL MEETING: April 15, 2022, at 11:00 AM AZ.
The Pre-Submittal Meeting is **Non-Mandatory**

ONE-STEP PROCESS: This is a one-step solicitation. The successful Respondent, if any, will be selected at the end of the RFP process.

QUESTIONS: All questions must to be submitted via email only by 5:00 PM, April 19, 2022. Answers to questions and other clarifications will be in the final Addenda issued through Mountain Line Website.

TABLE OF CONTENTS

Request for Proposals

| | |
|-----------------|--|
| SECTION I: | LEGAL ADVERTISEMENT |
| SECTION II: | PROCUREMENT SCHEDULE |
| SECTION III: | INSTRUCTIONS TO RESPONDENTS |
| Instruction 1: | Defined and Controlling Terms..... |
| Instruction 2: | Minimum Requirements for Respondents |
| Instruction 3: | Acceptance of Contract Documents..... |
| Instruction 4: | Respondents' Pre-Submittal Obligations and Representations |
| Instruction 5: | Preparation of Response |
| Instruction 6: | Errors, Inquiries and Addenda..... |
| Instruction 7: | Response Submittal, Due Date and Time |
| Instruction 8: | Withdrawal of Response |
| Instruction 9: | Response Opening |
| Instruction 10: | Mountain Line Reserved Rights |
| Instruction 11: | Additional Prohibitions and Restrictions |
| Instruction 12: | Acceptance Period |
| Instruction 13: | Evaluation |
| Instruction 14: | Protests |
| Instruction 15: | Cooperative Purchasing Agreement |
| SECTION IV: | PROJECT DESCRIPTION |
| SECTION V: | SCOPE OF SERVICES |
| SECTION VI: | RESPONSE CONTENTS..... |
| SECTION VII: | EVALUATION |
| SECTION VIII: | AWARD..... |

ATTACHMENTS:

| | |
|----|--|
| 1 | Authorization to Submit Response and Required Certifications |
| 2 | Addendum Acknowledgement |
| 3 | Organizational Information..... |
| 4 | Key Personnel Information |
| 5 | Firm and Key Personnel Licenses/Registrations |
| 6 | Past Performance Survey Form..... |
| 7 | Exceptions to RFP Requirements and/or Contract Provisions |
| 8 | Proprietary and/or Confidential Information |
| 9 | Vendor Registration Form/Taxpayer I.D. Number |
| 10 | Current W9 |
| 11 | Legal Worker Certification |
| 12 | Non-Collusion Affidavit |
| 13 | Conflict of Interest Certification |
| 14 | Anti-Lobbying Certification |
| 15 | Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters |
| 16 | Insurance Requirements Acknowledgement |
| 17 | Proposal Pricing..... |

**SECTION I: LEGAL ADVERTISEMENT
FOR Mountain Line RFP NO. 2022-200
PROFESSIONAL –
ASBESTOS ABATEMENT SERVICES**

Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“Mountain Line”) is seeking a qualified Respondent for Asbestos Abatement Services.

If your firm is interested in being considered for this project, you may obtain a copy of the Request for Proposals (“RFP”) packet at website: <https://mountainline.az.gov/services-programs/purchasing/>.

Any/all associated addenda for this RFP will be available at the website: <https://mountainline.az.gov/services-programs/purchasing/>. The Respondent bears sole responsibility to check the website for any/all addenda. Mountain Line will not email or send out copies or notifications of any/all addenda(s).

A pre-submittal conference will be held.

This is a one-step solicitation. The successful Respondent, if any, will be selected and recommended to the appropriate Mountain Line Board of Directors for Award. No contract shall exist until properly and formally approved for Award and fully executed by the Respondent and the properly authorized Mountain Line signatory.

Electronic Bid Submittal: Each Response shall be submitted to purchasing@naipta.az.gov as set forth on Page 2 of this RFP via email with the RFP name and RFP number until the date and time set forth below:

Due Date and Time: April 29, 2022, at 2:00 PM AZ.

purchasing@naipta.az.gov

All Submittals received after the time stated in the RFP will not be considered and will be returned to the Respondent unopened. The Respondent assumes the risk of any delay in delivery of its Response, including without limitation, delay in the U.S. Mail or in the handling of the mail by employees of Mountain Line. Whether sent by mail or by means of personal delivery, the Respondent assumes responsibility for having his Response deposited on time at the place specified.

This announcement does not commit Mountain Line to award a contract and Mountain Line shall not reimburse any Respondent for any costs incurred in the preparation of a response. Mountain Line reserves the right to accept or reject, in whole or in part, any or all responses submitted and/or to cancel this announcement and/or RFP. Mountain Line reserves the right to waive any informality or irregularity in any Responses received and to be the sole judge of the merits of the respective Responses received. Any contract awarded shall be based upon the response determined by Mountain Line most advantageous to Mountain Line. No contract shall exist unless and until properly executed by Mountain Line, including formal approval by Mountain Line Board when required. The Mountain Line’s Purchasing Policy (“Purchasing Policy”) governs this procurement and is incorporated into the RFP by this reference. If there is any conflict between this advertisement and the terms of the RFP or any applicable code or statute, the RFP, code and/or statute shall prevail over this advertisement.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO
CAREFULLY READ THE ENTIRE RFP.**

SECTION II: PROCUREMENT SCHEDULE

Procurement Schedule for this RFP (all dates are approximate) and may be changed by Addendum:

- | | |
|--------------------------------|---|
| A. RFP issued of | Date set forth on Page 2 of this RFP |
| B. Pre-submittal meeting | Date and time set forth on Page 2 of this RFP |
| C. Questions due to Purchasing | Date and time set forth on Page 2 of this RFP |
| D. Response due | Date and time set forth on Page 2 of this RFP |

SECTION III: INSTRUCTIONS TO RESPONDENTS

INSTRUCTION 1: DEFINED AND CONTROLLING TERMS

- 1.01 **Definitions:** Terms used in this RFP have the meanings indicated in the Contract, the Project Specifications, Special Provisions, and Contract Documents, as applicable. Additional terms used in this RFP have the meanings indicated below:
- A. "Consultants" shall mean the Subconsultants retained by the Respondent for the performance of any of the Services to be provided by the Respondent under the Contract Documents.
 - B. "Firm" shall mean each or any of the individuals, firms, partnerships, joint ventures, corporations or other legal entities submitting their qualifications in response to this RFP.
 - C. "Mountain Line" shall mean the Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona.
 - D. "Project" shall mean the Project set forth in Section IV Project Description set forth below.
 - E. "Purchasing Policy" shall mean Mountain Line's Purchasing Policy which governs this procurement and is incorporated in this RFP by this reference.
 - F. "Respondent" shall mean the qualified, licensed person, firm or corporation who furnishes Services under the Contract Documents.
 - G. "Respondent" shall have the same meaning as "Firm."
 - H. "Response" or "Submittal" shall mean the Response.
 - I. "Response" shall mean a response submitted in response to this RFP.
 - J. "Services" shall mean any and all services to be provided under the Contract Documents and may include, but not be limited to: Asbestos Abatement-, and any and all other services required for the full, professional and timely performance by the Respondent and its Consultants.

- K. "Site" shall mean the physical location where the Project is located and any ancillary or adjacent areas to be utilized by Respondent and/or Mountain Line in relation to the Project.

INSTRUCTION 2: MINIMUM REQUIREMENTS OF RESPONDENTS

- 2.01 Professional License/Certification/Registration: All individual architects, engineers, Consultants and other professionals engaged in providing Services for Mountain Line shall be licensed shall be licensed or certified by and/or registered with the State of Arizona as required pursuant to A.R.S. § 32-121, *et seq.*, for the types of work included in Services to be rendered by them related to the Project that is the subject of this RFP, and each Respondent must certify its compliance by completing, signing and returning the form provided as **Attachment 5** hereto.
- 2.02 Legal Worker Certification: To ensure Mountain Line' compliance with A.R.S. § 41-4401, every Respondent must comply with A.R.S. § 23-214(A) and all federal immigration laws and regulations that relate to its employees, and each Respondent must certify its compliance by completing, signing and returning the form provided as **Attachment 11** hereto.
- 2.03 No Israel Boycott: Mountain Line is prohibited by A.R.S. § 35-393.01 from entering to a contract with any company for professional services unless the contract with the company includes a written certification that the company is not currently engaged in, and will not, for the duration of the contract, engage in, a boycott of Israel. By submitting a Response, a Respondent represents to Mountain Line that it is not currently engaged in a boycott of Israel and that it will agree to language in the contract prohibiting any such boycott for the duration of the contract.
- 2.04 Insurance: Respondent must have or obtain within the time period set by Mountain Line, the Insurance coverages and certifications and fully comply with the insurance requirements set forth in **Attachment 16** to this RFP.
- 2.05 Failure to Meet Minimum Requirements: Any violation or failure to meet the requirements of this Instruction II may, at the sole option of Mountain Line, cause a Response to be considered non-responsive and/or the Respondent being deemed non-responsible resulting in the rejection of the Response, and may result in cancellation or termination of the resultant Contract if discovered after the Contract has been awarded.

INSTRUCTION 3: ACCEPTANCE OF CONTRACT DOCUMENTS

- 3.01 Mountain Line Standard Contract: Mountain Line has developed standard forms of Contracts and Task Orders, which can be found on our website at <https://mountainline.az.gov/services-programs/purchasing/>. If selected, as the Respondent for this Project, a Respondent agrees to execute this form of Contract Documents. Provisions in a Response that conflict with, and/or exceptions to, and/or requests for changes in, Mountain Line's contract terms, Special Conditions, Exhibits and/or other Contract Documents may result in a Response being considered nonresponsive and rejected. By submitting a Response, Respondent also acknowledges its understanding and agreement that Mountain Line may make changes in the standard form of contract documents and that therefore the form of contract documents presented to the successful Respondent may be different from the form of contract documents referenced above, in which case the successful Respondent will be given the opportunity to review the changes.
- 3.02 Contract Documents: The Contract Documents may include, without limitation, this RFP, any addenda to this RFP issued by Mountain Line, the Response of the successful

Respondent, Mountain Line General Conditions, Task Orders and such other terms as Mountain Line determines are in its best interest and appropriate for the Project.

- 3.03 Prior Contracts Not Applicable: Any previous agreements, contracts, or other documents, which have been executed between the Respondent and Mountain Line, if any, are not applicable to this RFP or any resultant contract.

INSTRUCTION 4: RESPONDENTS' PRE-SUBMITTAL OBLIGATIONS AND REPRESENTATIONS

- 4.01 Respondent's Obligations: It is the responsibility of each Respondent before submitting a Response to:

- A. Examine and carefully study the RFP, and any data and reference items identified in the Bidding Documents;
- B. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Services;
- C. Consider the information known to Respondent itself; information commonly known to businesses performing like Services doing business in the community of the Project; information and observations obtained from visits to the community; the RFP; and to consider: (1) the cost, progress, and performance of the Services; (2) the means, methods, techniques, sequences, and procedures to be employed by Respondent; and (3) safety precautions and programs.
- D. Become aware of the general nature of the Services to be performed by Respondent and others on the Project that relates to the Services as indicated in the RFP;
- E. Promptly give Mountain Line written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the RFP and confirm that the written resolution thereof by Mountain Line is acceptable to Respondent; and
- F. Determine that the RFP is generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Services.

- 4.02 Respondent's Representations: By signing and submitting its Response, Respondent represents, certifies and agrees that:

- A. Respondent has complied with every requirement of this Instruction and the RFP;
- B. The submission of the Response did not involve collusion or other anti-competitive practices;
- C. The Respondent shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246;
- D. The Respondent has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted Response;
- E. Failure to sign the Response, or the falsity of a statement in a signed Response, shall void the submitted Response or any resulting contracts, and the Respondent may be disbarred;

- F. The Respondent is current in all obligations due to Mountain Line, if any;
- G. Based on the information and observations referred to in the preceding Instruction 4.01, that at the time of submitting its Response no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Response and that Respondent has the financial, bonding (if required), technical and resource capacity and capability to fully and timely perform the scope of services in accordance with the other terms and conditions of the RFP and the Contract Documents; and,
- H. There will be no subsequent financial or time adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

INSTRUCTION 5: PREPARATION OF RESPONSE

- 5.01 Response Contents: All Responses shall include all of the information, documents, Attachments and other items set forth in Section VI Response Contents below, fully completed. In the case of any conflict between this Instruction 5 and the requirements set forth in Section VI shall control.
- 5.02 Simple and Clear: Responses should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Response must display clearly and accurately the capability, knowledge, experience and capacity of the Firm to meet all of the requirements of this RFP including those set forth in Section V Scope of Services and respond to the evaluation criteria in Section VII Evaluation of this RFP.
- 5.03 Response Format and Length: All Responses must be in ink or typewritten and must not exceed 18 pages in length (exclusive of resumes, attachments and letters of recommendation) unless a different page limitation is set forth in Section VI Response Contents below. No oral, telegraphic, electronic, facsimile, or telephonic responses or modifications will be considered.
- 5.04 Contract Exceptions: The Respondent shall clearly identify any/all exceptions to the RFP specifications or contract terms on **Attachment 7**. This is the only means for a Respondent to identify any/all exceptions to the specifications in this RFP and/or Mountain Line's standard Contract terms. Exceptions raised at a later time, or in any other location in the Response, will not be considered in any negotiations. Respondents may review the Contract at: <https://mountainline.az.gov/services-programs/purchasing/>. Exceptions to Mountain Line's standard Contract terms and/or the terms of this RFP may, in Mountain Line's sole discretion, be basis for the Response to be rejected as nonresponsive.
- 5.05 Public Record/Confidential Information:
 - A. All Responses submitted in response to this RFP, whether or not accepted by Mountain Line, shall become a matter of public record available for review, subsequent to the award notification, in accordance with Mountain Line's Procurement Policy.
 - B. If a person believes that a response, offer, specification, or protest contains information that should be withheld as proprietary or confidential, a statement advising Mountain Line of this fact shall accompany the submission and the information shall be identified on **Attachment 8**.
 - C. The information identified by the person as confidential shall not be disclosed until Mountain Line makes a written determination whether the information must be disclosed under Arizona law. If Mountain Line determines that the information must be disclosed, Mountain Line will provide the Respondent with notice of such fact, and that the

Respondent has five (5) days within which to file a legal action protesting the planned disclosure. If no legal action is taken within the time specified, Mountain Line will disclose the information and will not be responsible for any claims or losses arising from or related to such disclosure.

- 5.06 Signature: The Response shall be submitted with an original ink signature by a person authorized to sign the offer. If the Respondent is a corporation or other legal entity, the Response must be signed in the legal name of the corporation followed by the name of the state of incorporation or organization and the legal signature of an officer or other person authorized to bind the corporation or other legal entity to a contract. Unsigned Responses will be considered nonresponsive and will be rejected.
- 5.07 Time: Periods of time, stated as number of days, shall be calendar days.
- 5.08 Modifications: Erasures, interlineations, or other modifications in the Response shall be initialed in original ink by the authorized person signing the Response. No Response shall be altered, amended, or withdrawn after the specified due date and time.
- 5.09 No Reimbursement: Mountain Line shall not reimburse the cost of developing, presenting, submitting or providing any Response to this solicitation, or any other costs or expenses of any Respondent.

INSTRUCTION 6: ERRORS, INQUIRIES AND ADDENDA

- 6.01 Errors: It is the responsibility of all Respondents to examine the entire RFP package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Response. Negligence or errors in preparing a Response confers no right of withdrawal or correction after Response due date and time.
- 6.02 Notice of Errors: Should a Respondent find any ambiguity, conflict, inconsistency, omission or other error in the RFP or should the Respondent be in doubt as to its meaning, he or she shall at once notify the contact person listed on page 2 of this RFP, via email only, and ask that the RFP be clarified or modified. If prior to the date fixed for submission of Responses, a Respondent knows of or should have known of an error in the RFP, but fails to notify Mountain Line of the error, the Respondent shall bid at its own risk, and if awarded the contract shall not be entitled to additional compensation or time by reason of the error or its later correction.
- 6.03 Questions: All questions regarding the contents of this solicitation and the solicitation process (including requests for ADA accommodations), shall be directed to the contact person listed, via email only, and shall be submitted no later than the stated deadline for submitting questions on page 2 of this RFP. Questions improperly submitted and/or received by Mountain Line after the deadline will not be answered.
- 6.04 Answers: Answers to the written questions or requests for clarification or modification of the RFP submitted by Respondents, as well as any other changes to the RFP, will be provided in a timely manner in the form of FAQ or Addenda via Mountain Line Procurement website: <https://mountainline.az.gov/services-programs/purchasing/>.
- 6.05 Correspondence: Any correspondence related to the RFP should refer to the appropriate RFP number and title, page and paragraph number. However, the Respondent shall not place the RFP number and title on the outside of any envelope containing questions since such an envelope may be identified as a sealed Response and may not be opened until after the official RFP due date and time.

- 6.06 Addendum: It is each Respondent's obligation to assure that it has received and reviewed all Addenda issued. Each Respondent shall acknowledge receipt of Addenda by completing, signing and including **Attachment 2** in the Response. Failure by a Respondent to acknowledge receipt of all Addenda may result in that Respondent's Response being deemed non-responsive and possibly rejected. Addenda acknowledgement returned to Mountain Line separately from a Response will not be accepted.

Respondent Registration: In order to obtain information and/or register for this RFP, a Respondent must register as a vendor on the following website: <https://mountainline.az.gov/services-programs/purchasing/>. The following information should be provided: company name, contact person's name, company, address, telephone number, email address and fax number.

INSTRUCTION 7: RESPONSE SUBMITTAL, DUE DATE AND TIME

- 7.01 Electronic Bid Submittal: Each Response shall be submitted to purchasing@naipta.az.gov as set forth on Page 2 of this RFP via email with the RFP name, RFP number, and Respondent's name and address clearly indicated in the subject line.
- 7.02 Due Date and Time: Respondents must submit their Response to Mountain Line Purchasing Department by the Due Date and Time and at the address or physical location listed on page 2 of this RFP. Responses will be accepted by Mountain Line during normal business hours until the Due Date and Time specified.
- 7.03 Timely Delivery: It is the responsibility of the Respondent to ensure on-time delivery of the Response to the address listed on page 1 of this RFP. Late Responses shall not be considered under any circumstances.
- 7.04 Late Responses: Any Response or other Response received after the Response Due Date and Time will be rejected as non-responsive and returned to the sending Respondent unopened.

INSTRUCTION 8: WITHDRAWAL OF RESPONSE

At any time prior to the specified Response Due Date and Time, a Respondent may withdraw the Response in person or by submitting a request in writing or via e-mail to the contact person whose name appears on page 2 of this RFP. Any request to withdraw a Response must be made by a duly authorized representative of the Respondent. Respondent is responsible for making arrangements and paying any and all expenses associated with the return of the Response.

INSTRUCTION 9: RESPONSE OPENING

Responses shall be opened at the time and place stated in this RFP. The name of each Respondent shall be publicly read and recorded in the presence of a witness. All other information received in response of this RFP shall be shown only to Mountain Line personnel having legitimate interest in the evaluation process. After award of the contract, the successful Responses and the evaluation documentation shall be open for public inspection.

INSTRUCTION 10: Mountain Line RESERVED RIGHTS

Notwithstanding any other provision of this RFP, Mountain Line expressly reserves the right to:

- a. Extend the date by which Responses are due;
- b. Withhold the award or cancel this RFP for any reason Mountain Line determines;

- c. Reject any or all Responses, in whole or in part;
- d. Waive any immaterial defect, irregularity, or informality in any Response;
- e. Reissue an RFP;
- f. Unless the Respondent states otherwise, award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to Mountain Line. If a Respondent's Response is an "all or nothing" offer, it must be expressly so indicated in the Response; and/or
- g. Exercise any and/or all other rights available to Mountain Line under the terms of the RFP, the Purchasing Policy, at law, or in equity.

INSTRUCTION 11: ADDITIONAL PROHIBITIONS AND RESTRICTIONS

- 11.01 Interest in More Than One Response: No person, firm, partnership, joint venture, corporation or other legal entity shall be permitted to submit more than one (1) Response for the same Project. A person, firm, partnership, joint venture, corporation or other legal entity that has submitted a sub-consultant Response to a Respondent is disqualified from submitting a Response for the Project as a Respondent. A person, firm, partnership, joint venture, corporation or other legal entity shall be allowed to submit a sub-consultant Response to more than one (1) Respondent.
- 11.02 Lobbying/Influence/Gratuities: As prescribed in HS-902 of Mountain Line's Purchasing Policy, any attempt to influence an employee or agent to breach Mountain Line Ethical Code of Conduct, or any unethical conduct, may be grounds for Disbarment or Suspension under HS-702.
 - A. An attempt to influence includes, but is not limited to:
 - 1. Any Respondent, or any agent, representative or affiliate of a Respondent, offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy, that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind. Paying the expense of normal business meals, which are generally made available to all eligible persons, shall not be prohibited by this provision.
 - 2. Any communication regarding this solicitation for the purpose of influencing the process or the award, between any Respondent, or any agent, representative or affiliate of a Respondent, and Mountain Line, including but not limited to Mountain Line's Board of Directors, officers, employees, and/or consultants hired to assist in the solicitation, is prohibited.
 - B. This prohibition is imposed from the time of the first public notice of the solicitation until Mountain Line cancels the solicitation, rejects all responses, awards a contract, or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any public meeting of Mountain Line Board.
 - C. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation, or to Mountain Line-initiated communications, made for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-submittal conferences, clarification of Responses, presentations if provided for in the solicitation, requests for Best and Final

Responses, contract negotiations, interviews, protest/appeal resolution, or surveying nonresponsive Respondents.

- 11.03 Excluded Information: Respondents shall not submit to, or communicate in any way with Mountain Line regarding, information prohibited from consideration by applicable Arizona or Federal law. Accordingly, any Response that contains any information of this type will be deemed nonresponsive, will not be considered and the Response will be returned to the Respondent. This exclusion of information applies to the Response, to any interview and to all other aspects of the RFP competition.
- 11.04 Restriction on Communications: Respondents and members of their teams shall not communicate concerning this RFP with the Respondent for this project, Mountain Line' Project Executive, any Mountain Line Consultant or Program Manager, Selection Committee members, or employees of Mountain Line, except as stipulated in Inquiries and Addenda above. A Respondent's failure to abide by this requirement may result in rejection of a Response.
- 11.05 Disbarment/Clarification: A Respondent (including each of its principals) who is currently disbarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Response rejected. Mountain Line reserves the right to obtain Respondent clarifications where necessary to arrive at a full and complete understanding of Respondent's service, product, and/or Response. Clarification means a communication with a Respondent for the sole purpose of eliminating ambiguities in the Response and does not give Respondent an opportunity to revise or modify its Response.
- 11.06 All Remedies Available: With regard to any violation of any of the provisions of this Instruction 11, Mountain Line expressly reserves the right to pursue any and all remedies available to it under Mountain Line's Purchasing Policy, at law or in equity, including, but not limited to, the following:
- A. Any violation of this Section discovered before an award of the resultant contract may, in Mountain Line's sole discretion, subject a Respondent to a warning letter, rejection of its Response, or disbarment, depending on the nature of the violation.
 - B. If a violation of this Section is discovered after the resultant contract has been awarded, Mountain Line may, by written notice to the Respondent, cancel the resultant contract. In the event Mountain Line cancels the resultant contract pursuant to this provision, Mountain Line shall be entitled, in addition to any and all other available rights and remedies, to withhold or recover from the Respondent the amount of any gratuity provided and any and all incidental and/or consequential damages incurred by Mountain Line as a result of the violation.

INSTRUCTION 12: ACCEPTANCE PERIOD

- 12.01 In order to allow for an adequate evaluation, Mountain Line requires all Responses to be valid and irrevocable for one hundred and eighty (180) days after the opening time and date and each Respondent agrees that it will hold open its Response for such period.
- 12.02 No contract or agreement, expressed or implied, shall exist between Mountain Line and any Respondent, or be binding on Mountain Line, before formal approval by Mountain Line Board and the execution of the resulting written contract by both parties.
- 12.03 If agreement on the terms of a resultant Contract cannot be reached after a period deemed reasonable by Mountain Line in its sole discretion, Mountain Line may negotiate and enter

a Contract with any other Respondent who submitted a timely and responsive Response to this RFP, as provided by law.

INSTRUCTION 13: EVALUATION

Evaluation of timely and responsive Responses submitted by responsible Respondents shall be based upon the evaluation process and criteria set forth in Section VII to this RFP.

INSTRUCTION 14: PROTESTS

Mountain Line believes that it can best maintain its reputation for treating firms, Respondents, etc., in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If a Respondent believes that Mountain Line has fallen short of these goals, it may submit a written protest pursuant to Mountain Line's Purchasing Policy, which is available at: <https://mountainline.az.gov/services-programs/purchasing/>.

INSTRUCTION 15: COOPERATIVE PURCHASING AGREEMENTS

- 15.01 An award of contract resulting from this RFP may be extended for use to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Proposer.
- 15.02 Mountain Line is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools, cities, and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. § 11-952 and § 41-2632. The IGAs permit purchases of material, equipment and services from proposers at the prices, terms and conditions contained in contracts originated between any and all of these agencies and a successful Respondent.

SECTION IV – PROJECT DESCRIPTION

The "Contractor" shall provide all labor, material, equipment, supervision, services, and other items specified herein, in these Scope of Work, Specifications, Pricing Schedules, Terms and Conditions or elsewhere in the contract documents, or as required to assure the completion of the work in complete accordance with this Scope of Work unless specifically stated in writing by Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line). The language of this Scope of Work controls all asbestos abatement work projects at the Mountain Line Downtown Connection Center (DCC) project site whether generated from Mountain Line or those entities contracted by Mountain Line to perform work on this site. All asbestos abatement at the DCC must be performed within the general oversight of the Construction Manager at Risk (CMAR). Future task orders for other asbestos abatement projects as part of additional Mountain Line projects will be defined as needed.

SECTION V – SCOPE OF SERVICES

1. Locations:

- 1.1 This Scope of Work document provides the general guidelines for the providing of asbestos abatement at the DCC located at the address's listed below.

1.1.1 Task Order #1 references the building location included in these Scope of Work and Specifications are at the intersection of Phoenix Ave. and S. Milton Rd. Flagstaff, AZ 86001

1.1.2 Additional locations will be determined as needed.

1.2 Questions pertaining to the Scope of Work shall be directed to

Mountain Line
purchasing@mountainline.az.gov
Attn: Heather Higgins

2. Criteria:

2.1 Contractor shall provide all labor, all material, all equipment, all supervision and/or all services required to abate asbestos containing materials in the above location in a manner consistent with those stated in these Scope of Work and Specifications.

2.1.1 The type(s) of equipment, material and services included in the contract resulting from the bid award shall consist of, but not be limited to, those to perform the following:

2.1.1.1 Abatement and removal of asbestos containing materials.

2.1.1.2 Construction and removal of containment areas where asbestos containing materials are abated; and

2.1.1.3 Installation, maintenance, and removal of air quality equipment in areas where asbestos containing materials are being abated.

3. Protection:

3.1 Work Area:

3.1.1 Contractor shall be responsible at all times while working at the work site site, as defined in 1.1 above, for the complete protection of Mountain Line personnel, contractors, enduring property, and equipment from injury or damage.

3.1.2 Contractor shall provide all shielding, barricades, warning signs and any other protection necessary to protect Mountain Line personnel, contractors, enduring property, equipment, and the area in which work is being performed from injury, damage and/or from contamination during the full term of the contract.

3.1.3 All protection required to fulfill 3.1.1 and 3.1.2 above will be installed at the beginning of the work day and removed as soon as the work is completed unless permission is given by the CMAR to leave the protection in place.

3.1.4 Contractor shall be held completely and solely responsible for all damage as determined by the CMAR, caused from but not limited to contaminated equipment, procedures or materials used in the performance of the work under this Scope of Work.

4. Material Storage:

4.1 All abated materials stored on Mountain Line, BNSF, or City of Flagstaff property shall be properly stored in enclosed and properly labeled dumpsters designed for the purpose of storing such materials. Contractor shall be responsible for all materials stored by Contractor on Mountain Line or City of Flagstaff property.

4.2 Contractor shall be responsible for providing their own storage facilities and/or flammable storage cabinets.

4.3 Contractor shall provide written notification to the Arizona Department of Environmental Quality (ADEQ) in accordance with section 61.145(b) of the Asbestos National Emission Standard for Hazardous Air Pollutants (NESHAP). The notification should be postmarked or delivered to ADEQ no later than 10 working days prior to the beginning of abatement activities.

4.4 Contractor shall provide Mountain Line a copy of its asbestos transport license as part of the Response to this RFP.

5. Material Safety Data Sheets: (MSDS)

5.1 Contractor shall provide Mountain Line, through the CMAR, Material Safety Sheets (MSDS) on all applicable material used in the performance of the Scope of Work.

II. CODES AND STANDARDS

1. General: All work and installations shall meet, as a minimum, the standards prescribed in the latest edition of the following listed codes and standards, which are part of these Scope of Work.

1.1 All material and workmanship shall comply with all applicable local, state, county and national codes, specifications, and standards.

1.2 In all cases where Underwriters Laboratories, Inc ("UL") has established standards for a particular type of material, such material shall comply with these standards, as evidenced by the UL "Label" or UL "Listing".

III. MISCELLANEOUS

1. Safety:

1.1 Contractor shall be knowledgeable of and responsible for complying with all OSHA safety policies.

1.2 All Contractors' personnel involved in the work shall always have in their possession and use, as required, all safety equipment required by OSHA and/or the CMAR.

1.3 Staging, scaffolding and other protective measures must be approved for use by the CMAR prior to its use.

1.4 Construction personnel, Contractor's personnel as well as Mountain Line, City of Flagstaff, and BNSF property must always be protected when overhead work is in progress.

1.5 All equipment used on site shall be in proper repair.

1.6 Contractor shall be required to obtain any and all permits required for Scope of Work.

1.7 Contractor must show it has a working safety program in effect. Mountain Line will require Contractor's project managers and supervisors to be educated in and to be compliant with CMAR's safety procedures, as well as State of Arizona and Federal regulations.

2. Cleanup:

2.1 Contractor shall thoroughly clean all staging, storage areas, etc. affected by its work.

2.2 Contractor shall remove all trash, debris, and excess materials from the work site at the end of each work period.

2.3 No materials of any type shall be stored on rooftops.

3. Contractor shall leave all areas in a neat and clean condition in compliance with CMAR's standards of cleanliness and approval.

3.1 Clean up shall be approved by the CMAR prior to the acceptance of the project and final release of funds by Mountain Line.

IV. ADDITIONAL CONTRACTOR RESPONSIBILITIES

1. Contractor shall appoint, by name, a company representative who will be its project manager ("Project Manager"). The Project Manager shall be responsible for servicing all work covered by this Scope of Work. The Project Manager shall be responsible for, but not limited to, the following services: manpower, supervision, Davis Bacon wage determination, reporting man-hours and materials cost, expediting, troubleshooting, and in general providing all functions as necessary to ensure that the account and the facilities will be maintained in a condition that will allow Mountain Line to promptly pay all invoices due. The Project Manager shall attend meetings as determined by the CMAR Project Manager.

2. The following shall be the minimum requirements for Contractor's personnel:

2.1 The Project Manager will ensure all work is performed in a professional manner with the proper size crew scheduled and the work is completed properly. The Project Manager will not be required to be on site at all times, however, will be expected to perform regular site visits and to maintain oversight of site conditions.

2.2 Contractor shall maintain one (1) Supervisor on-site whenever Contractor's work is in progress.

2.3

2.3.1 Temporary or day laborers may not be used in lieu of Contractor's employees as part of this contract. Contractor shall not be allowed to subcontract any portion of work that is the subject of these Scope of Work, Technical Specifications or the contract awarded as a result of this bid.

2.3.2 Contractor shall provide as part of its bid package copies of the licenses of all personnel that will be working at Mountain Line DCC.

2.3.3 Contractor may not change any personnel without consultation of CMAR.

2.4 All vehicles used by Contractor to perform this contract must be clearly marked as belonging to Contractor.

2.5 Contractor will be required to work only in the assigned work areas and only park in the designated areas.

2.6 Contractor shall diligently perform the work in accordance with good industry practices and in a workmanlike manner. Contractor shall use such methods and supervision to ensure satisfactory quality of work conforming to the provisions of this Scope of Work, Technical Specifications and any contract awarded that resulted from Contractor's bid.

2.7 Contractor will be responsible for repair or replacement of any Mountain Line items damaged or ruined by negligence in the performance or process of its work.

2.8 Contractor shall be required to commence and cease work at the time set by the CMAR.

2.9 Contractor agrees that it will promptly pay all labor costs. It is understood and agreed that Contractor will assume full liability for the payment and/or collection of all present and future Social Security, Unemployment Insurance, and/or other Payroll and Unemployment Taxes or assessments imposed by Governmental authorities and arising from the employment of any person by Contractor.

2.10 Contractor shall pay all contributions, taxes and premiums payable under Federal, State and Local statutes measured upon the payroll of its employees engaged in the performance of work under this contract and other taxes applicable to materials and supplies furnished or work performed hereunder and shall hold Mountain Line harmless from liability for any such contributions and taxes.

2.13 In the event Contractor's personnel have an accident at the work site, Contractor shall immediately notify Mountain Line. Contractor shall investigate and file an accident report with the CMAR within twenty-four (24) hours of the accident and in accordance with OSHA requirements

3. Training:

3.1 Contractor shall be expected to keep trained and proficient personnel at the work site and shall ensure skill levels are kept at or above state of the art standards for performing all aspects of this Scope of Work.

SECTION VI – RESPONSE CONTENTS

1. Required Response Contents in addition to Attachments: The Response shall include:

- A. A transmittal/cover letter that introduces the Firm, confirms that all elements of the RFP have been read and understood, and summarizes your interest in the work. The transmittal letter shall be one-page maximum and signed by an individual authorized to bind the Firm contractually. Acknowledgement that the firm is agreeable to engaging with Mountain Line and has read and accepted the contractual language indicated in Mountain Line professional consultant agreement.
- B. Executive Summary (included in page count of 18 pages) providing a summary illustrating the team's capabilities, experience with similar projects, qualifications, and unique attributes.
- C. Relevant Experience and Performance (included in page count). Provide no more than five (5) examples of master planning for transit systems of similar size and scope completed in the last five years. For each comparable project identified, provide:
 1. Description of project including: unique aspects/learnings/creative outcomes and relevance to Mountain Line Project
 2. Project duration
 3. Role of the Respondent and Deliverables
 4. Respondent's partnering efforts and successes
 5. Owner's reference information (name, title, telephone number and email)
- D. Project Team: Qualifications and experience of the individuals directly involved with the project.
 1. Provide an overview of the team (included in page count) that includes:
 - a. A general description of the Respondent and/ or Team, including the Legal Organization of the proposed team.
 - b. Summaries of the key skills and contributions of each team member to this work. Explain the role of all anticipated professional disciplines that you will require during the duration of this project.
 - c. Home office locations of key staff, length of time with Respondent.
 - d. A description of how the Respondent will ensure that a qualified team would be continuously available and managed for the duration of this project.
 - e. Documentation of where individuals on the proposed project team for this project have successfully worked together previously in completing the projects described in the Relevant Experience section.
 2. Provide an organization chart, including any consultants (one (1) page included in page count)



3. Provide key staff one (1) page resumes (not included in page count)
 4. Identify any contract or subcontract held by the Respondent or officers of the Respondent, which has been terminated within the last five years. Identify any claims arising from a contract resulting in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.
- E. Project Approach (included in page count).
1. Describe:
 - a. The Team's philosophy and approach to the project
 - b. How the team will approach this initiative
 - c. Any significant challenges the Team would anticipate in delivery of this project
 - d. Any innovation or best practices that could be implemented to improve the deliverables or approach for Mountain Line in the future
 - e. The Team's competitive advantages and why they would be the best team to partner with Mountain Line on this high priority project
 2. Provide a high-level work plan that shows inputs/outputs, milestones, method of documentation and data reporting, along with a listing of the Respondents' Deliverables.
 3. Do not provide any site development or utilization solutions for Mountain Line project within your Response. Provide your approach of how your firm would develop the highest level of master planning for this Project.
- F. Index tabs may contain photographs if there is no other identifying information contained thereon with respect to the photographs. If any photographs are included and identifiable as to their respective project the index tabs will be counted as a page and included in the page count.
2. **Required Attachments:** The following Attachments must be included in the Response and unless otherwise indicated, are not included in the page count:
- A. Authorization to Submit Response and Required Certifications (**Attachment 1**);
 - B. Addendum Acknowledgement (if no Addendum issued insert "None") (**Attachment 2**);
 - C. Organizational Information (**Attachment 3**);
 - D. Key Personnel Information (**Attachment 4**);
 - E. Firm and Key Personnel Licenses/Registration (**Attachment 5**);
 - F. Past Performance Surveys (3 required) (**Attachment 6**);
 - G. Exceptions to RFP Requirements and/or Contract Provisions (**Attachment 7**);
 - H. Proprietary and/or Confidential Information (**Attachment 8**);



- I. Vendor Registration Form/Taxpayer I.D. Number (**Attachment 9**);
- J. Current W9 (Attachment 10)
- K. Legal Worker Certification (**Attachment 11**);
- L. Non-Collusion Affidavit (**Attachment 12**);
- M. Conflict of Interest Certification (**Attachment 13**);
- N. Anti-Lobbying Certification (**Attachment 14**);
- O. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (**Attachment 15**);
- P. Insurance Requirements Acknowledgement (**Attachment 16**); and
- Q. Proposal Pricing (**Attachment 17**)

3. Required Contents of the Proposal: The Proposal must be submitted as a .pdf via email at purchasing@mountainline.com

4. Other Forms/Attachments: All other forms and attachments provided are for reference only and do not need to be included in the Response.

SECTION VII – EVALUATION

1. Most Advantageous to Mountain Line: Pursuant to Mountain Line Purchasing Policy, evaluation of Responses and award of the Contract will be made with reasonable promptness to the Respondent whose Response best conforms to the Scope of Services and will be most advantageous to Mountain Line with respect to price, qualifications, conformity to Scope of Services and other factors.

2. Mandatory Compliance: This is a compliance section and carries no evaluation points. Respondents must meet minimum criteria as specified to receive further consideration.

A. Professional Standing

- 1) The Arizona Corporation Commission shall properly have certified the Respondent for corporation and limited liability companies.
- 2) The lead professional must be properly registered, licensed and certified at the time of submission, if required.
- 3) The Respondent must have been in continuous business for a minimum of five years.

B. Financial Stability

- 1. Respondents must demonstrate the availability of resources and financial capability required to complete the Services.



2. Copies of audited financial statements are not required with the Submittal. Prior to the final selection, Mountain Line reserves the right to require a Respondent to provide a copy of the Respondent's financial statements for the previous two fiscal years.
3. Mountain Line reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent submitting a Response.

3. Evaluation Criteria for Responses and Scoring: This is an evaluation section which establishes criteria and the associated total potential points for each category.

Max points * Quality Level = Score

| Evaluation Factors | Max Points | Quality Level | Score |
|-----------------------|------------|---------------|------------|
| Delivery | 30 | | |
| Price | 50 | | |
| References | 20 | | |
| TOTAL POSSIBLE | | | 100 |

Quality Level will be based on the following scoring method:

| Quality Level | Points | Description |
|---------------|--------|--|
| Excellent | 100% | Meets all requirements. |
| Good | 75% | Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally. |
| Fair | 50% | Does not meet all requirements; strengths and weaknesses do not offset one another equally. |
| Poor | 25% | Serious doubt exists about ability to meet needs but may be sufficient; significant weaknesses without offsetting strengths. |
| Deficient | 0 | Will not meet minimum needs. |

4. Response Evaluation Process:

- A. Selection Committee: An appropriately qualified Selection Committee shall evaluate the responses and performance data that are submitted in response to the RFP for the proposed contract.



- 1) The Selection Committee will evaluate the Responses submitted in response to this RFP. The evaluation will be to determine the qualifications of each Respondent to perform the Services under this RFP based on the selection criteria listed herein.
 - 2) In making its determination, the Selection Committee will evaluate the Response, client references, interviews (for Respondents on the short-list only), and additional information received or obtained by the Selection Committee. The Committee may request or obtain additional information at any time during the selection process through interviews, presentations, correspondence, and visitation of completed projects or otherwise.
 - 3) During the selection process, Mountain Line will evaluate each Response to determine which Respondent (if any) is best qualified to perform the required Services and can provide the experience specified in this RFP.
- B. Short List: In order of preference, based on criteria established by the Selection Committee and included in the RFP, a short list of no more than three (3) Respondents deemed to be the most qualified to provide the Services by the Selection Committee will be established. Notwithstanding the presumptive limit of three (3) Respondents on the short list, in the event that the scores for more than three of the highest scoring Responses are within ten percent (10%) of one another, the short list will be comprised of all such Respondents.
- C. Team Oral Presentation/Interview: The Selection Committee will interview each Respondent on the short list so that they may present their credentials, comparable past work and any ideas they wish to share with the Selection Committee.
- 1) A letter invitation will be sent via email to each interviewed Respondent with the specific evaluation and scoring criteria along with the time, date and location of the interview; Respondents who are invited to attend the interview will not be given access to the conference room prior to the interview.
 - 2) The order in which the Respondents appear before the Selection Committee will be determined by lottery.
 - 3) The team will have thirty (30) minutes to present to the Selection Committee their firms qualifications. The roundtable discussion will last sixty (60) minutes for questions and discussion between the Committee and the Respondent. It is the responsibility of the Selection Committee to develop an agenda for this part of the interview. The time limits will be strictly enforced.
 - 4) No more than six (6) representatives of the Respondent's team may be present (this includes presentation operators if needed). The prospective key personnel for the Project must be present. Only the individuals proposed for the project team are allowed. Individuals other than the project team will not be allowed in the interviews; absolutely no exceptions.
- D. Shortlisted Respondents Evaluation: The Evaluation Committee will evaluate finalist Respondents after the oral presentations/interviews based on the criteria described below. Mountain Line reserves the right to request additional information from Respondents prior to final selection, and to consider information about the Respondents other than that submitted in the Response.



- 1) Finalist Respondents Team Interview (Maximum 60 Points): Mountain Line may provide interview questions in advance to Respondents. Mountain Line' Selection Committee will evaluate interviews based on the team's responses to questions, ability to effectively communicate, and the Committee's assessment of the team's ability to work successfully with each other and Mountain Line staff. Mountain Line may also ask Respondents to submit written responses to some questions in advance of the interviews.
 - 2) Strategic Fit (Maximum 40 Points): Mountain Line will evaluate proposed solutions based on overall best fit with Mountain Line goals and objectives. The Committee will consider solution simplicity, overall alignment with the requirements set forth in the RFP, as well as compliance with contract terms and conditions and any and all additional findings from Mountain Line' due diligence process.
- E. Ranking: After the interviews the Selection Committee will select the three (3) Respondents deemed to be the most qualified to provide the Services stated herein and will rank the three (3) selected Respondents in order of preference.
- F. Negotiation: Mountain Line shall enter into negotiations for a contract with the highest qualified Respondent on the short list for the Services. The negotiations shall include consideration of compensation and other contract terms that Mountain Line determines to be fair and reasonable. In making this decision, Mountain Line shall take into account the estimated value, the scope, the complexity and the nature of the Services to be rendered.
- 1) If negotiations are successful, Mountain Line will request approval from Mountain Line Board of Directors to execute Mountain Line' standard contract for the Services.
 - 2) If Mountain Line is unable to negotiate a satisfactory agreement with the highest-ranked Respondent, at a price and with terms which Mountain Line determines to be fair and reasonable, negotiations with that Respondent will be formally terminated.
 - 3) Mountain Line may then undertake negotiations with the next highest-ranked Respondent in sequence until an agreement is reached or determine to reject all Submittals and re-solicit the RFP or use another selection process that Mountain Line deems prudent.

Respondents that are unable to accommodate Mountain Line regarding acceptable fees and/or costs will not be allowed an opportunity to resubmit fees and/or costs once they have been released from negotiations.

5. Notice of Intent to Award: The next step will be for Mountain Line to issue a Notice of Intent to Award, and if applicable notices of the intent not to award at all or to some Respondents. Mountain Line reserves the right to cancel this RFP, to reject any or all Responses, and to waive or decline to waive any irregularities in any submitted Responses, or to withhold the award for any reason it may determine in the best interest of Mountain Line.

6. Delivery of Insurance Policies or Certificates and Execution of Contract Documents: Within ten (10) days of receipt of notice of intent to award, the successful Respondent shall deliver to Mountain Line the required insurance policies or certificates in a form satisfactory to Mountain Line. Policies or Certificates must reference Mountain Line Project Number and Mountain Line Project Name with the original submission and with each and every updated submission thereafter. Failure to do so may result in rejection of the successful Respondent's Response and withdrawal of the Notice of Intent to Award. Promptly after Mountain Line receives satisfactory insurance policies or certificates Mountain Line will deliver to the successful Respondent two (2) duplicated originals of the form of



contract documents to be executed by the successful Respondent. The successful Respondent shall execute and return to Mountain Line System all copies of the contract documents within ten (10) days after receipt of the contract documents. Failure to return the executed copies of the contract documents may result in rejection of the successful Respondent's Response and withdrawal of the Notice of Intent to Award.

7. Changes in Respondent Organization: In order for a Respondent to remain qualified for award under this RFP after it has been shortlisted, unless otherwise approved in writing by Mountain Line, the Respondent's organization as identified in its Response must remain intact for the duration of the procurement process. If a Respondent wishes to make changes in the Respondent Team Members or Key Personnel identified in its Response, including, without limitation, additions, deletions, reorganizations and/or role changes, the Respondent shall submit to Mountain Line a written request for approval of the change. Any such request shall be addressed to Mountain Line's designated point-of-contact for this RFP. If a request is made from a Respondent to allow the deletion or role change of any Respondent Team Member or Key Personnel identified in its Response, the Respondent shall submit such information as may be required by Mountain Line to demonstrate that the changed Team Member meets the RFP criteria. Mountain Line is under no obligation to approve such requests and may approve or disapprove an entire request, or any portion of a request, in its sole discretion.

SECTION VII: AWARD

This is a one-step competition. The successful Respondent, if any, will be selected and recommended by the Selection Committee to the appropriate Mountain Line Officer and/or Mountain Line Board of Directors for Award. Any Contract resulting from this RFP will be awarded consistent with the appropriate Mountain Line authority as approved by the Board of Directors, Mountain Line's Purchasing Policy and requirements, and applicable statutes. No contract shall exist until the final written Contract is properly and formally approved for Award and fully executed by the Respondent and the properly authorized Mountain Line signatory.



ATTACHMENT 1: AUTHORIZATION TO SUBMIT RESPONSE AND REQUIRED CERTIFICATIONS

By signing below, the Respondent hereby certifies that:

- * They have read, understand, and agree that acceptance by Mountain Line of the Respondent's Response by the award and execution of a contract will create a binding contract; and
- * They agree to fully comply with all terms and conditions as set forth in Mountain Line's Purchasing Policy, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement;

The person signing the Response certifies that he/she is the person in the Respondent's organization responsible for, or authorized to make, decisions.

The Respondent is a corporation or other legal entity.

No attempt has been made or will be made by the Respondent to induce any other Respondents or person to submit or not to submit a Response in response to this RFP.

The price (if any) and terms and conditions in this Response are valid for 180 days from the date of submission.

RESPONDENT SUBMITTING Response

ADDRESS

CITY STATE ZIP CODE

TELEPHONE

FEDERAL TAX ID NUMBER

EMAIL

AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE



ATTACHMENT 2: ADDENDUM ACKNOWLEDGMENT

Receipt by the undersigned of the following addenda is hereby acknowledged:

Addendum Number: 1 Dated: _____

Addendum Number: 2 Dated: _____

Addendum Number: 3 Dated: _____

Addendum Number: 4 Dated: _____

Addendum Number: 5 Dated: _____

Addendum Number: 6 Dated: _____

(Respondent)

(Address Line 1)

(Print Name)

(Address Line 2)

(Print Title)

(Phone)

(Signature Required)

(Fax)

(Email Address)

(Federal Taxpayer ID Number)



ATTACHMENT 3: ORGANIZATIONAL INFORMATION

The Respondent shall use this document to describe the background of its company.

1. Name of Respondent: _____
dba: _____
2. To whom should correspondence regarding this contract be addressed?

Individual's Name: _____
Company Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____ Email address: _____
Contact Person (if different from above): _____
3. Date business was established: _____
4. Ownership (e.g., public company, partnership, subsidiary): _____
5. Primary line of business: _____
6. Total number of employees: _____
7. Is your agency acting as the administrative agent for any other agency or organization?

If yes, describe the relationship in both legal and functional aspects.
8. Does the organization have any uncorrected audit exceptions? _____

If yes, please explain.
9. Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program? _____

If yes, please explain.
10. Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, Financial Officers, major stockholders or those with controlling interest)? _____

If yes, please explain:
11. Has anyone in your organization, or has your organization, ever been restricted or, in any way sanctioned, or excluded from participation in any governmentally funded healthcare programs including, but not limited to, Medicare or Medicaid/AHCCCS? _____
If yes, please explain.



ATTACHMENT 4: KEY PERSONNEL INFORMATION

Provide Information below for each key person to be involved in providing the Services. This format must be used for resumes and representative projects. List LEED certification after the individual's name, where applicable.

1. Name (Include LEED Certification, if Applicable):
2. Role in this Contract:
3. Years of Experience - Total:
4. Years of Experience - With Current Firm:
5. Firm Name and Location (*City and State*):
6. Education (*Degree and Specialization*):
7. Current Professional Registration (*State and Discipline*):
8. Other Professional Qualifications (*Publications, Organizations, Training, Awards, Etc.*):
9. Representative Projects. Projects should have been begun or completed within the last five (5) years. For each project, include the following information:
 - A. Relevant Project - Title and Location (City and State):
 - B. Relevant Project - Year Completed - Professional Services:
 - C. Relevant Project - Year Completed (*If Applicable*):
 - D. Relevant Project - Brief Description (*Brief Scope, Size, Cost Etc.*) and Specific Role:
 - E. Relevant Project - Brief Description and if Project Performed with Current Firm:



ATTACHMENT 5: FIRM AND KEY PERSONNEL LICENSES/REGISTRATIONS

(List Only Arizona Professional Licenses/Registrations for Firm)

Firm Name: _____

Firm Licenses/Registrations: _____

List your Firm's current individual Arizona Professional Licenses/ Only:

| Arizona Branch | Individual | Discipline | Arizona Licenses/Board of Technical Registration | Expiration Date |
|----------------|------------|------------|--|-----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |



Attachment 6: Past Performance Survey
RFP Serial Number

Past Performance Survey of: _____
(Name of Company Being Surveyed)

Northern Arizona Intergovernmental Public Transportation Authority, Mountain Line, collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above has listed you as a reference for a past project they have completed. We would greatly appreciate it if you would take a few moments to complete this survey.

The first half of the survey contains open ended questions that help us to better understand your working relationship with the individual or firm. The second section of the survey asks for you to rate the individual or firm in several areas based on your past experience.

Client Name: _____ Date Completed: _____
Project Name: _____

Section 1: Working Relationship Questions

Please describe your relationship with the firm or individual (types of projects etc.):
(Please feel free to add a document or attachment if there is not enough space below.)

What did you like best about this company or individual? (Please feel free to add a document or attachment if there is not enough space below.)

Did you experience any problems with this company or individual? If so, please describe the situation. Was the problem resolved to your satisfaction? (Please feel free to add a document or attachment if there is not enough space below.)



Section 2: Rating Criteria:

Please rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the company / individual again) and 1 representing that you were very unsatisfied (and would never hire the company / individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

| NO | CRITERIA | UNIT | RATING |
|----|--|--------|--------|
| 1 | How satisfied were you with how this vendor met your expectations for cost of services rendered? | (1-10) | |
| 2 | How satisfied were you with the vendor's ability to effectively communicate with you during the planning | (1-10) | |
| 3 | What is your overall rating of the training materials used by the individual / vendor? | (1-10) | |
| 4 | How satisfied were you with the vendor's ability to meet your overall expectations? | (1-10) | |
| 5 | Rate your likeliness to contract with this firm/individual again. | (1-10) | |

If we can contact you with follow up questions, please provide your phone number and email information.

Date: _____

Email: _____ Telephone: _____

Printed Name and Title of Evaluator: _____

Signature: _____

Address of Agency: _____

Thank you for your time and effort in assisting the Mountain Line in this important endeavor.

Please email the completed survey to: purchasing@naipta.az.gov



ATTACHMENT 7: EXCEPTIONS TO RFP REQUIREMENTS AND/OR CONTRACT PROVISIONS

Respondents must use this section to state any exceptions to the RFP requirements and/or any requested language changes to the terms and conditions, contract, etc.

This is the only time Respondents may contest these issues. Requests for changes after the date Responses are due will not be considered and could subject the Respondent to non-award on grounds of non-responsiveness.

Please sign and include this statement with your Response.

I have read Mountain Line' Contract Provisions and:

- I accept them
- I have stated my exceptions and have included them in this Response.

Printed Name of Authorized Individual

Name of Submitting Firm

Signature of Authorized Individual

Date





ATTACHMENT 8: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Since Mountain Line is subject to Arizona’s Public Records Act, Title 39 Chapter 1 of the Arizona Revised Statutes, Respondent is advised that any documents it provides to Mountain Line in response to a solicitation will be available to the public if a proper Public Records Request is made, except that Mountain Line is not required to disclose or make available any record or other matter that reveals proprietary information provided to Mountain Line by a Respondent that is from a non-governmental source. See A.R.S. § 48-5541.01(M)(4)(b).

Any specific documents or information that the Firm deems to be proprietary and/or confidential must be clearly identified as such in the firm along with justification for its proprietary and/or confidential status.

The Firm may not claim that the entire Response or the entire submission is proprietary and/or confidential. It is the Firm’s responsibility to clearly identify each document and each piece of information in their submission that is proprietary and/or confidential. The final determination of nondisclosure, however, rests with the Procurement Officer.

Firms should be aware that if a Court determines that the Firms information is not proprietary and/or confidential; Mountain Line will be required to disclose such information pursuant to a public records request. In such cases, the firm understands and agrees that Mountain Line shall comply with the Court’s determination and Respondent shall not hold Mountain Line liable for any costs, damages or claims whatsoever related to releasing the information.

This is the only notice that will be given to Respondents regarding the Firm’s responsibility to clearly identify its proprietary and/or confidential information. If a public records request is submitted to Mountain Line and the Respondent did not clearly identify its proprietary and/or confidential information at the time their Response is submitted, Mountain Line will not provide Firm with any subsequent notice or opportunity to identify proprietary and/or confidential documents or information.

I hereby certify that I acknowledge acceptance of the terms above and that I have:

- Determined that no documents or information contained within this Response are proprietary and/or confidential in nature.
- Clearly identified specific documents or information that are deemed to be proprietary and/or confidential and have justified the reason for the proprietary status of any identified documents or information contained herein.

Printed Name of Authorized Individual

Name of Submitting Firm

Signature of Authorized Individual

Date



ATTACHMENT 9: VENDOR REGISTRATION FORM

Contact Name: _____

Agency/Company Name: _____

Phone Number _____ **Email Address:** _____

Address: _____

Description of Service: _____

Certified Disadvantaged Business Enterprise? Y___ N___

Tax Identification Number: _____



**Attachment 10: Current W9 Cover Page
Document on next page**



Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See specific instructions on page 2.

| | |
|---|---|
| Name (as shown on your income tax return) | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | |
| <input type="checkbox"/> Exempt from backup withholding | |
| Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | |
|--------------------------------|-------|
| Social security number | _____ |
| OR | |
| Employer identification number | _____ |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

| | | |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|-----------|----------------------------|--------|

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



ATTACHMENT 11: LEGAL WORKER CERTIFICATION

As required by A.R.S. § 41-4401, Mountain Line is prohibited from awarding a contract to any Professional who fails, or whose consultants fail, to comply with A.R.S. § 23-214(A). The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its consultants and sub-consultants to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any consultant or sub-consultant under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by Mountain Line. Mountain Line retains the right to inspect the records of the below Respondent, consultants and sub-consultants employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any consultants and sub-consultants who works on the Contract, to ensure that the below entity and each consultant and sub-consultant is complying with the warranties set forth above.

(Respondent)

(Address Line 1)

(Print Name)

(Address Line 2)

(Print Title)

(Phone)

(Signature Required)

(Fax)

(Email Address)

(Federal Taxpayer ID Number)

(Date)



ATTACHMENT 13: CONFLICT OF INTEREST CERTIFICATION

The undersigned certifies that to the best of his/her knowledge: **(check only one)**

- () There is no officer or employee of Northern Arizona Intergovernmental Public Transportation Authority or whose relative has, a substantial interest in any contract resulting from this request.
- () The names of any and all public officers or employees of Northern Arizona Intergovernmental Public Transportation Authority who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

| | |
|----------------------|------------------------------|
| _____ | _____ |
| (Firm) | (Address) |
| _____ | _____ |
| (Signature Required) | (Phone) |
| _____ | _____ |
| (Print Name) | (Email) |
| _____ | _____ |
| (Print Title) | (Federal Taxpayer ID Number) |



ATTACHMENT 14: ANTI-LOBBYING CERTIFICATION
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Federal Acquisition Regulation (“FAR”), 52.203-11:

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

| | |
|----------------------|------------------------------|
| _____ | _____ |
| (Firm) | (Address) |
| _____ | _____ |
| (Signature Required) | (Phone) |
| _____ | _____ |
| (Print Name) | (Email) |
| _____ | _____ |
| (Print Title) | (Federal Taxpayer ID Number) |

Date: _____



ATTACHMENT 15: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

In accordance with the Federal Acquisition Regulation, 52.209-5:

1. The Offeror certifies, to the best of its knowledge and belief, that:
 - A. The Offeror and/or any of its Principals:
 - (i) (Check one) **Are** () or **are not** () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) is at <http://epls.arnet.gov> on the Web.)
 - (ii) (Check one) **Have** () or **have not** (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (iii) (Check one) **Are** () or **are not** () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - B. The Offeror (Check one) **has** () or **has not** (), within a three-year period preceding this Response, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
3. This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
4. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



7. The certification in paragraph 1 above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(Firm)

(Address Line 1)

(Print Name)

(Address Line 2)

(Print Title)

(Phone)

(Signature Required)

(Fax)

(Email Address)

(Federal Taxpayer ID Number)

(Date)



ATTACHMENT 16: INSURANCE REQUIREMENTS

*Any Respondent awarded a contract subsequent to this solicitation will be expected, upon request by Mountain Line, to submit the forms in this **Attachment** as a condition of the Contract, in addition to acknowledging the insurance requirements on this **Attachment** and submitting this signed **Attachment** as part of their Response.*

INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS

INSURANCE REQUIREMENTS

- A. Contractor shall obtain and submit to Mountain Line before any Services are performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits.

Coverage B. Employer's Liability.

| | |
|---------------------------|---------------------------|
| Bodily Injury by accident | \$1,000,000 each accident |
| Bodily Injury by disease | \$1,000,000 policy limit |
| Bodily Injury by disease | \$1,000,000 each employee |

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

| | |
|---|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal Injury/Advertising Injury Limit | \$1,000,000 |
| Products/Completed Operations Aggregate Limit | \$1,000,000 |
| General Aggregate Limit (other than Products/Completed Operations) | \$2,000,000 |



Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

- i. Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- ii. Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work and to continue to include Mountain Line as an Additional Insured for the entire 10-year period.
- iii. Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- iv. Broad Form Property Damage coverage, including completed operations or its equivalent.
- v. An endorsement including Mountain Line, each of the Partners, and any other party required to be included as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- vi. An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- vii. Coverage must be on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- viii. Coverage to include general aggregate limits on a "per project" basis.

4. Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

| | |
|-----------------|-------------|
| Each Occurrence | \$5,000,000 |
| Aggregate | \$5,000,000 |

5. Errors & Omissions Liability

(Applicable any design/engineering services are part of Work)

| | |
|----------------|-------------|
| Per Occurrence | \$3,000,000 |
| Aggregate | \$5,000,000 |



Any claims made retro-active data shall be clearly shown on the Certificate of Insurance and shall be effective prior to the commencement of any work

Coverage provided must have no exclusion for design-build projects. Designer must provide evidence of coverage for nine (9) years beyond completion of the Project in the form of a renewal insurance policy certificate and/or the purchase of an extended reporting period endorsement should the policy be cancelled or non-renewed

6. Pollution Legal Liability

| | |
|---------------------|-------------|
| Per Claim/Aggregate | \$1,000,000 |
|---------------------|-------------|

(Applicable as to any pollutants or hazardous waste exposures as part of Work)

Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

7. Other Requirements

- i. All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- ii. All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A- VII. All coverage forms must be acceptable to Mountain Line.
- iii. Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to Mountain Line prior to commencement of any Work. Failure of Mountain Line to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Mountain Line to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Mountain Line shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Mountain Line.
- iv. Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- v. Mountain Line reserves the right, in its sole discretion, to require higher limits of liability coverage at Mountain Line's expense if, in Mountain Line's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to include additional parties in interest to be Additional Insureds.
- vi. In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited



to, theft, fire, vandalism and use by unauthorized persons.

- vii. In the event that materials or any other type of personal property (“personal property”) is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- viii. Contractor shall maintain “all risk” property insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Mountain Line shall be included as additional insured under such insurance.

B. Mountain Line and Contractor waive all rights against each other and against Mountain Line and the Partners for damages caused by fire or other perils covered by Contractor's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

C. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor shall comply with the more stringent provisions.

(Firm) (Address)

(Signature Required) (Phone)

(Print Name) (Email)

(Print Title) (Federal Taxpayer ID Number)

Date: _____



ATTACHMENT 16: PROPOSAL PRICING

The Contract will bind the Proposer to furnish and deliver at the Proposal price, and in accordance with conditions of said accepted Proposal and specifications for ninety (90) calendar days after the opening of the Proposal.

(Firm) (Address)

(Signature Required) (Phone)

(Print Name) (Email)

(Print Title) (Federal Taxpayer ID Number)

Date: _____

PHOENIX 53963-1 618775v1