

REQUEST FOR PROPOSALS



**Mountain Line
Northern Arizona Intergovernmental
Public Transportation Authority**

Flagstaff, Arizona

**RFP 2022-120
Website Accessibility Audit Services**

Issued: January 13, 2023

Deadline for Questions: January 20, 2023

Proposals due by: February 6, 2023

1.0 Introduction

Mountain Line is the transit agency in northern Arizona operating fixed route bus service. Established in 2001, Mountain Line has grown into a system that employs more than 100 people and transports more than 2 million riders a year on nine routes, paratransit service, vanpool, and seasonal Mountain Express service to Arizona Snowbowl. Mountain Line partners with the City of Flagstaff, Coconino County, Northern Arizona University, and Coconino Community College.

1.1 Scope of Service

Mountain Line seeks a contractor to conduct an accessibility audit of its consumer website – www.mountainline.az.gov. Deliverables and Services to include:

- Accessibility audits of Mountain Line website and related content. Verification can be performed using “automated” tools and scanners, but shall also incorporate manual testing to verify accessibility compliance as pertaining to certain assistive technologies such as non-visual screen readers, etc. The audits should verify website compliance in accordance with WCAG 2.X, 3.X Level AA (latest version available).
 - Assistive Technology (A.T.) should include, but not be limited to, screen reader technology, magnification, voice input, and non-mouse input.
 - A.T. should be used by native users as part of the assessment.
- Detailed audit reports shall indicate out-of-compliance items and include detailed remediation steps.
- An overall plan (best approach) to provide accessibility compliance verification for Mountain Line’s website in a continuous, cost-effective, and cost-predictable manner. The plan should take into account such factors as risk potential, task prioritization, audit frequency/type, etc.

1.2 RFP Information

1.2.1 RFP Timeline

RFP Issued

Final Date for RFP Clarification Requests and /or Questions

Due Date for RFP

1.2.2 Mountain Line Contact Persons

All questions related to this **RFP and the bid process** must be sent via email and should be directed to:

Heather Higgins, Purchasing and Contracts Officer
Email: purchasing@mountainline.az.gov

1.3 RFP 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, and email address.

1.4 Submission Information Requirements

1.4.1 Proposal Submittal

Proposals must be in the actual possession of Mountain Line on or prior to the exact time and date indicated in Section 2 Schedule of Events. Late Proposals will not be considered. Proposals must be submitted via email to purchasing@mountainline.az.gov with the following information in the subject line of the email:

- a. Solicitation Serial Number, as provided by Mountain Line
- b. Name of the Solicitation, as indicated by Mountain Line

1.4.2 Late Proposals, Modifications, or Withdrawal of Proposals

A Proposal may be withdrawn upon the submission of a written, signed request submitted by the Contractor prior to the due date and time. A Proposal may not be amended or withdrawn after the due date and time.

1.4.3 Proposal Contents

A responsive Proposal package shall include the following:

1. A letter of transmittal by the person(s) with the authority to bind the Proposal, to answer questions, and to provide clarification concerning the submitted Proposal;
2. The Respondent's technical specifications relevant to the Proposal, including delivery information, agreement to scheduled requirements, and Proposal;
3. Completed W-9 with Vendor name and Tax Identification Number;
4. All of the information and documentation required in this RFP, including that specified under Section 3.0 below.

1.4.4 Proprietary Information

Any information contained in the Proposal that the Respondent considers proprietary must be clearly identified as such. Mountain Line will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act, Arizona law, and the best interests of Mountain Line.

1.4.5 Simple and Clear

Proposals 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.

1.4.6 Respondent's Knowledge

In preparing any Proposal, Respondent is obligated to:

- A. Examine and carefully study the RFP, and any data and reference items identified in and/or relevant to the RFP and the Services.
- 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.

1.5 Questions

1.5.1 Questions

Respondents must submit substantive questions, comments, and concerns **in writing** via email to the contact person identified above if they desire additional information on the Project or the requirements of this RFP. Questions submitted in any other manner (verbally or otherwise) to Mountain Line will not be answered in order to ensure fairness in the provision of Project information among all prospective Respondents. Written questions must be received no later than the deadline defined in Section 1.2.1. Questions will be answered in writing and distributed to all Respondents on the RFP distribution list. Questions should be addressed to the appropriate RFP contact person in Section 1.2.2.

1.5.2 Errors or Inconsistencies

Respondents shall promptly give NAIPTA 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.

1.6 Protest Procedures

Any Respondent objecting to the recommendation of award, rejection of a Proposal, solicitation procedures of an RFP or any portion thereof, must submit a written protest to the Purchasing and Contracts Officer. This protest must be submitted prior to the Board of Directors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing and Contracts Officer within five (5) business days from notification of the recommendation. A complete description of the protest procedures may be found in Mountain Line Purchasing Policy. A copy of the Policy may be obtained by contacting the Purchasing and Contracts Officer, 928-679-8907, or on the Mountain Line website at <https://mountainline.az.gov/services-programs/purchasing/>.

1.7 Contract Obligations & Requirements

1.7.1 Contract Obligations

The contents of the RFP and the commitments set forth in the selected Proposal shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. The contract will bind the Respondent to furnish and deliver at the bid price, and in accordance with the conditions of said

accepted Proposal and specifications for ninety (90) calendar days after the opening of the Proposal.

The Proposal's products, services and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental and safety laws, regulations, standards, and ordinances, regardless of whether they are referred to by Mountain Line. The Respondent shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

All known subcontractors to this Project must be indicated in the submittal. No subcontract will be construed as making Mountain Line a party of or to such subcontract, or subjecting Mountain Line to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the successful Respondent of liability and obligation under such party's contract with Mountain Line; and despite any such subletting; Mountain Line shall deal through the successful Respondent. Subcontractors will be dealt with as workers and representatives of the successful Respondent.

The contract award will not be final until Mountain Line and the successful Respondent have executed a mutually satisfactory contractual agreement(s). No contract activity may begin prior to the execution of a contractual agreement between the successful Respondent and Mountain Line.

If the successful Respondent refuses or fails to execute the contract, Mountain Line may award the contract to another Respondent whose Proposal complies with all the requirements of the RFP and any addenda thereto.

1.7.2 State and Local Law Disclaimer

The rights and duties of the Parties hereto shall be determined by the laws of the State of Arizona and to that end the contract shall be considered as a contract made and to be executed in the City of Flagstaff, Arizona, and the State of Arizona. Court of Common Pleas in and for Coconino County shall have original jurisdiction over any legal matters arising from this tender.

Mountain Line's Purchasing Policy incorporates by reference, and is designed to be in accordance with, ARS § 11-254.01. The Board of Directors has adopted and approved this Purchasing Policy.

1.7.3 Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

1.7.4 Single Proposal Response

If only one Response is received in response to the Request for Proposal, a detailed cost Proposal may be requested of the single Respondent. A cost/price analysis and evaluation and/or audit may be performed of the cost Proposal to determine if the price is fair and reasonable.

2.0 Instructions to Respondents

See following page for table that must be included with submission.**2.1 Proposal Checklist**

A. Transmittal Letter	
B. Complete Proposal Checklist Respondent must include this completed checklist	
C. Proposal Information (The Proposal)	
D. Project Information (The Proposal)	
E. Comparable Projects in Size & Scope (The Proposal)	
F. Proposal Pricing (The Proposal)	
G. Completed W-9 with Vendor name and Tax Identification Number	
H. Exceptions to RFB Requirements and/or Contract provisions. (Attachment A) Respondent must note any specifications that are not agreeable and include a description of alternatives for consideration and acceptance by Mountain Line	
I. Acknowledgement of Addenda (Attachment B) Should addenda relative to this RFB be released by Mountain Line, Respondents must include a signed acknowledgment of receipt for each addendum	

2.2 Agreement to Mountain Line RFP Requirements and/or Provisions Form (Attachment A) Respondent should mark each applicable box and provide a detailed explanation of each exception in addition to approved or optional alternatives.

2.3 Pricing

The Respondent must submit a complete price Proposal. Sufficient descriptions or narrative detail should also be provided so that Mountain Line may assess the reasonability of the price Proposal and assure equal evaluation of all Proposals. Respondents who fail to provide sufficient detail or separately itemize expenses may be deemed non-responsive.

The Proposal price shall be F.O.B. Flagstaff, including delivery to Mountain Line using point, unless otherwise indicated in the Proposal specification. Federal excise tax, if there is such a tax involved, shall be excluded in every case. However, the amount of the excise tax excluded shall be stated by the vendor submitting the Proposal. Proposal prices shall be firm. All relevant state and local taxes shall be included in the final Proposal amount shown. Out-of-state purchases are subject to a 6.5% Arizona use tax, and out-of-state Proposals are responsible for computing this tax and including it in the final Proposal amount shown.

2.4 Restricted Communication

2.4.1 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.
 3. The Contractor agrees that it will not allow any member of, or delegate to, the Congress of the United States to any share or part of the Response or any resulting contract or to any benefit arising therefrom.
- 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's 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.

2.4.2 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.

2.4.3 Restriction on Communications

Respondents and members of their teams shall not communicate concerning this RFP with Mountain Line's 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.

2.4.4 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:

- D. 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.
- E. 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.

3.0 Evaluation Criteria

An evaluation committee established by Mountain Line will assess the Proposals received. The committee may elect to award to a Respondent without further discussion, or may determine that no Proposal meets the needs of Mountain Line.

During the evaluation process and selection process, committee members may not disclose information from one Respondent to another Respondent. All information provided by Respondents shall remain confidential after the conclusion of the procurement process, to the extent possible by law.

An Evaluation Team will review and analyze each Proposal. Proposals will be evaluated and scored per the following criteria:

Max points * Quality Level = Score

Evaluation Factors	Max Points	Quality Level	Score
Delivery	30		
Price	50		
References (minimum of 3)	20		
TOTAL POSSIBLE			100

The 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.

3.1 Selection Process

The selection process will be conducted in a manner providing maximum full and open communication.

Based upon the completed evaluation in section 3.0, the evaluation committee will recommend which Proposal demonstrates the best value contracting opportunity for Mountain Line. In the event that the scores for two or more of the highest scoring Proposals are within ten percent (10%) of one another, the evaluation committee will conduct interviews with all such Respondents to determine which Proposal demonstrates the best value contracting opportunity.

3.2 Mountain Line Reserved Rights

Mountain Line expressly reserves the right to:

- A. Accept or reject any or all Proposals or any part of a Proposal and to waive any informality and accept the most favorable Proposal to meet the best interest of Mountain Line.
- B. Exercise any and/or all other rights available to Mountain Line NAIPTA under the terms of the RFP, the Purchasing Policy, at law, or in equity.
- C. Cancel an award immediately if new state or federal regulations or policies make it necessary to change the service purpose or content substantially or to prohibit any such goods and services.
- D. 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.
- E. Investigate the qualifications of all Respondents and to confirm any part of the information furnished by a Proposal, and/or to require other evidence of managerial, financial, or technical capabilities which are considered necessary for the successful performance of the Work.
- F. Reject any Proposal submitted by a Respondent (including each of its principals) who is currently disbarred, suspended or otherwise lawfully prohibited from any public procurement.
- G. If Mountain Line is unable to successfully negotiate a contract with the

highest rated Respondent, Mountain Line may begin negotiations with the next highest rated Proposal, cancel the RFP and re-solicit or completely cancel the RFP.

3.3 Award

Per Mountain Line Purchasing Policy incorporating A.R.S. § 11-254.01, an award determination will be made with reasonable promptness to the Respondent whose Proposal best conforms to the Scope of Work and will be most advantageous to Mountain Line with respect to price, delivery options, and other factors, as determined in Mountain Line's sole discretion.

If a determinate is made by Mountain Line to make an award under this RFP, after scoring is complete, the Project Manager will make a contract recommendation to Mountain Line's CEO and General Manager and/or the Board of Directors for final award and contract authorization. At their discretion, the CEO and General Manager and/or the Board of Director's may choose to invite the recommended Supplier to provide additional information prior to award this RFP or authorizing a contract.

No award, 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's CEO and General Manager and/or CEO/GM as applicable and the execution of the resulting written contract by both parties.

ATTACHMENT A: 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 B: 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:

Printed Name of Authorized Individual

Name of Submitting Firm

Signature of Authorized Individual

Date