



# Mountain Line

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

**3773 N. Kaspar Dr., Flagstaff, AZ 86004**

**(928) 679-8900**

**[www.mountainline.az.gov](http://www.mountainline.az.gov)**

**REQUEST FOR PROPOSALS  
RFP No. 2024-130**

**FOR**

**Pedestrian and Bicycle Infrastructure Upgrades Construction  
Manager At Risk**

**Due Date & Time**

**February 15, 2024**

**4:00 PM, AZ Time**



## CONSTRUCTION MANAGER AT RISK SERVICES

### RFP No. 2024-130

**RFP ISSUANCE DATE:** January 3, 2024

**SUBMITTAL DUE DATE AND TIME:** February 15, 2024 at 4:00 PM AZ.

**SUBMITTAL LOCATION:** Mountain Line  
3773 N. Kaspar Dr.,  
Flagstaff, AZ 86004  
[purchasing@mountainline.az.gov](mailto:purchasing@mountainline.az.gov)

**PRE-SUBMITTAL MEETING:** January 23, 2024 at 11:00 AM AZ via Zoom.  
The Pre-Submittal Meeting is **Mandatory**.

**QUESTIONS:** All questions must be submitted via email only February 5, 2024 by 5:00 PM. Answers to questions and other clarifications will be in the final Addenda issued through Mountain Line Website.



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**SECTION I: LEGAL ADVERTISEMENT  
FOR MOUNTAIN LINE RFP NO. 2024-130  
CONSTRUCTION MANAGER AT RISK**

Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“Mountain Line”) is seeking a qualified Respondent for Construction Manager at Risk Services Pedestrian and Bicycle Infrastructure Upgrades.

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

Any/all associated addenda for this RFP will be available at <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 mandatory 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.

Sealed Responses to this RFP (“Responses”) will be received by hand delivery, express mail, or email at the following address until the date and time set forth below:

**Due Date and Time: February 15, 2024 at 4:00 PM AZ.**

**Mountain Line  
3773 N. Kaspar Dr.  
Flagstaff, AZ 86004  
[Purchasing@mountainline.az.gov](mailto:Purchasing@mountainline.az.gov)**

Responses received by the correct time and date shall be opened and only the name of the Respondents shall be publicly read. All other information contained in the Response shall remain confidential until award is made. 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. 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            | 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         | Date and time set forth on Page 2 of this RF  |
| 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: construction manager at risk services for Mountain Line’s Pedestrian and Bicycle Infrastructure Upgrades



project, 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.
- 2.02 Legal Worker Certification: To ensure Mountain Line's 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 10** 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 20** 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. 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, 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 21**. 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 7**.
  - 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 by in the form of 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//purchasing.htm>.

The following information should be provided: company name, contact person's name, company, address, telephone number, and email address.

#### **INSTRUCTION 7: RESPONSE SUBMITTAL, DUE DATE AND TIME**

- 7.01 Submittal: Each Response shall be submitted at the address set forth on Page 2 of this RFP in a sealed envelope with the RFP name, RFP number, and Respondent's name and address clearly indicated on the envelope, or electronically to [purchasing@mountainline.az.gov](mailto:purchasing@mountainline.az.gov).
- 7.02 Due Date and Time: Respondents must submit their Response to Mountain Line Contracts Management Department by the Due Date and Time and at the address or physical location listed on page 1 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 to 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:**



### **INSTRUCTION 11: 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 12: ADDITIONAL PROHIBITIONS AND RESTRICTIONS**

- 12.01 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.
- 12.02 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'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.
- 12.03 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.
- 12.04 Restriction on Communications: Respondents and members of their teams shall not communicate concerning this RFP with the Respondent for this project, Mountain Line's Project Executive, any Mountain Line Consultant or Program Manager, Selection Committee members, or employees of Mountain Line, and City of Flagstaff Project Executive or Program Manager except as stipulated in Inquiries and Addenda above. A Respondent's failure to abide by this requirement may result in rejection of a Response.
- 12.05 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.
- 12.06 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 13: ACCEPTANCE PERIOD**

- 13.01 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.
- 13.02 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's Board and the execution of the resulting written contract by both parties.
- 13.03 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 14: 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 15: 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 16: COOPERATIVE PURCHASING AGREEMENTS**





- 16.01 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.
- 16.02 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**

Mountain Line and the City of Flagstaff are partnering to design and construct a series of pedestrian and bicycle infrastructure improvements across Flagstaff to support access to transit.

This project will be referred to as First Mile Last Mile (FMLM) projects throughout.

Mountain Line and the City of Flagstaff are currently in the design phase for the pedestrian and bicycle improvements and 60% design is anticipated to be completed by March 30, 2024. Construction will be phased over late 2024 – 2026. Fifteen percent design for pedestrian and bikeways improvements are in Exhibit A and Exhibit B respectively, which can be found on the Mountain Line website.

This project is grant funded through Sections 5307-5339, a Federal Transit Administration (FTA) grant program that is administered by the Arizona Department of Transportation. The City of Flagstaff is providing the 20% required local match on this project. Post-construction, the City of Flagstaff will be the owner of the pedestrian and bicycle improvements. The City of Flagstaff will assign a Project Manager to deliver the FMLM projects. The City of Flagstaff's Project Manager will be the CMAR's direct point of contact for the project.

Since this project is funded through an FTA federal grant, proposers should be aware that all federal regulations and certifications etc. that apply to federally funded design and construction projects generally apply to the design and construction of this project and proposers are to become familiar with these, including Davis-Bacon and other labor standards, DBE, ADA, Civil Rights, Seismic Safety, Buy America etc. Proposers should inquire about these requirements prior to submittal of proposals if they are not familiar with or do not understand the requirements. Reference Exhibit C to this RFP for Davis Bacon Wage Determination Sheet applicable to this project.



## **SECTION V – SCOPE OF SERVICES**

### **1. Intent:**

It is Mountain Line's intent to enter into a preconstruction services contract and construction services contract with a qualified construction manager/general contractor to complete a design constructability review and construction of the pedestrian and bicycle improvements including but not limited to renovation, repairs, additions, demolition, and reconstructions of related roadway infrastructure.

### **2. Project Requirements:**

2.1 Pre-Construction Services – The Construction-Manager-at-Risk (CMAR) will provide the following services:

- A. Participate in project site reviews with the design team to identify impacts to design and provide constructability assessments.
- B. Provide constructability reviews of the project design documents that include advising on actions to minimize adverse effects of labor and material shortages.
- C. Coordinate with Design Professional on utility conflict investigation during the design phase.
- D. Provide recommendations on construction feasibility including estimates of alternative designs or materials, preliminary budgets, possible economies and grouping or bundling of project components for delivery with GMP(s).
- E. Prepare and periodically update a preliminary project schedule for Mountain Line and City of Flagstaff's review.
  1. Coordinate and integrate the preliminary project schedule that includes design, preconstruction, and construction activities. As the design proceeds, the preliminary project schedule shall be updated. The preliminary schedule will indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information; GMP(s)/draft contract proposal and approval; procurement timelines; mobilization; site preparation; demolition; construction activities; construction completion; and close-out activities.
  2. Recommend to Mountain Line and City of Flagstaff a schedule for procurement of long lead items that will constitute part of the work as required to meet the project schedule.
- F. Provide recommendations on phasing and fast track strategies to incorporate into the design documents and project pre-planning.
- G. Participate in design meetings to coordinate and communicate activities of the construction team through the design and pre-construction phases to all members of the project team, including the owner and the design teams.
- H. Provide pre-construction cost estimates for phased construction.
  1. CMAR shall provide costing exercises for design milestones.
  2. For estimates above, unit pricing shall be provided and shall be a composite of material, labor and equipment and will reflect construction



rates in the location of the Project with minimum labor rates defined by contract Davis Bacon Wage Rates.

- I. Perform value engineering and provide recommendations as needed.
- J. Consult with Mountain Line, City of Flagstaff, and Design Professional regarding site use and improvements, phasing of the work, selection of materials and equipment required for construction of the scope of work.
- K. Assist the Mountain Line, City of Flagstaff, and Design Professional all State and Local submittals as required and will attend meetings as requested.
- L. The CMAR will have full budgetary responsibility from the design phase through establishment of the Guaranteed Maximum Price for the Project.

2.2 Construction Phase Services. If the GMP Proposal submitted by the CMAR is accepted by Mountain Line and the City, the CMAR will be responsible for the management of construction for the Project described in this RFP. The Services required for the construction program may include but are not limited to the following:

- M. Complete management and oversight of the entire construction process.
- N. Enter an "At Risk" contract with all subcontractors, material suppliers and equipment suppliers necessary for construction.
- O. CMAR will assist Mountain Line, the City, and DP with all State, County and City Local submittals and will attend relative meetings as requested.
- P. Furnish all equipment, labor and materials in connection with the scope of work.
- Q. Provide continuous on-site management services throughout the construction phase. The management shall include, but is not limited to:
  - 1. Weekly job site meetings and minutes.
  - 2. Maintain daily on-site project logs and schedule reports.
  - 3. Monitor subcontractor work performance for workmanship quality and deficiencies.
  - 4. Oversee construction management staff and subcontractor safety programs.
  - 5. Maintain master sets of construction documents on-site to include all Engineer of Record/Architect's Supplemental Instructions (ASI) and supplemental sketches and provide copies to all subcontractors concerned.
  - 6. Maintain cost controls for the Project.
  - 7. Manage the submittal and materials delivery process.
  - 8. Provide and maintain continuous construction site traffic controls and signage.
  - 9. Ensure that a code of conduct, typical for municipal construction projects, is strictly enforced with all CMAR staff and subcontractors for the project.
  - 10. Provide weekly certified payrolls (including subcontractors) in accordance with Davis Bacon Act requirements.
- R. Develop, update, and maintain a detailed construction schedule that includes a Substantial Completion date and submittal schedules.
- S. Process payment requests for approval.



- T. Coordinate special consultants and testing lab services contracted by Mountain Line as required.
- U. Procure, buyout, coordinate, manage and facilitate all labor, equipment, material, subcontractors as required to start, build, and complete the project per the construction documents and per local authority having jurisdiction.
- V. Attend and document weekly Owner, Engineer, Contractor (“OEC”) meetings
- W. Provide weekly reports, such as Requests for Information (“RFI”) Logs, Submittal Logs and Change Request Logs.
- X. Employ the use of a project management software in support of owner document control. This may require the use of the Owner’s or Owner agent’s project management software.
- Y. Create, submit and manage RFI’s, ASI’s and change order requests.
- Z. Develop and manage the Construction Project Schedule.
- AA. Keep the Owner updated on all critical dates.
- BB. Review contractor’s monthly payment application and make recommendation for payment. Confirm lien waivers, stored materials, insurance requirements and balance to finish.
- CC. Oversee and monitor material testing.
- DD. Project Closeout.
- EE. Conduct the Punch List process in conjunction with the Engineer and Owner.
- FF. Conduct a final walk thru with the Engineer and Owner.
- GG. Establish date of Substantial Completion.
- HH. Establish date of Final Completion.
- II. Administer post-construction closeout and warranty collection.

## **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) 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 comparable projects 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. CMAR to self perform 30% of the work.
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 subcontractors (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 CMAR projects



- b. How the team will approach this initiative
  - c. Any significant challenges the Team would anticipate in delivery of this project and how the Team might overcome or mitigate the risk associated with the challenges.
  - d. 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 CMAR's Deliverables.
- 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.
- 6. Required Attachments:** The following Attachments must be included in the Response and unless otherwise indicated, are not included in the page count:
- 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 Proprietary and/or Confidential Information .....
  - 8 Vendor Registration Form/Taxpayer I.D. Number .....
  - 9 Current W9 .....
  - 10 Legal Worker Certification.....
  - 11 Non-Collusion Affidavit.....
  - 12 Conflict of Interest Certification .....
  - 13 Anti-Lobbying Certification .....
  - 14 Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters Certification .....
  - 15 No Israel Boycott Certification .....
  - 16 No Forced Labor of Ethnic Uyghurs Certification .....
  - 17 Buy America .....
  - 18 Build America .....
  - 19 Davis Bacon Wage Determination Compliance Certification .....
  - 20 Insurance Requirements Acknowledgement.....
  - 21 Proposal Pricing .....
  - 22 Exceptions to RFP Requirements and/or Contract Provisions .....
- 7. 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’s 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 CMAR for corporation and limited liability companies.
- 2) The CMAR must be properly registered, licensed and certified at the time of submission and must provide a copy of its current Arizona General Contractor’s license and a current report from the Arizona Registrar of Contractors.
- 3) The CMAR must have been in continuous business for a minimum of five years.
- 4) The CMAR must provide a statement indicating that it will warranty all work for a minimum of one (1) year from completion.

### **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. The CMAR’s financial capability shall also include the CMAR’s bonding capacity (the CMAR will be required to bond on the guaranteed maximum price of the project) and the CMAR shall provide a statement describing its bonding capacity.
4. 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.





**2. 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
Contractor Overview and Project Team	20		
Project Experience	30		
Project Approach	20		
Project Management	10		
Price, see attachment 21	20		
<b>TOTAL POSSIBLE</b>			<b>100</b>

**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. 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 may 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. If the Selection Committee chooses to request interviews, the process is as follows:
- 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 be 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 40 Points): Mountain Line may provide interview questions in advance to Respondents. Mountain Line's 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 60 Points): Mountain Line will evaluate proposed solutions based on overall best fit with Mountain Line's 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's 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's Board of Directors to execute Mountain Line's 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.
  - 4) 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 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's 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 General Conditions, 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.

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

\_\_\_\_\_  
(Date)



**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: \_\_\_\_\_

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

\_\_\_\_\_  
(Date)



### 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 or Expected to be Completed:
  - D. Relevant Project - Brief Description of Scope, Size, Cost Etc. and Specific Role:
  - E. Relevant Project - Brief Description and if Project was 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:**

<b>Arizona Branch</b>	<b>Individual</b>	<b>Discipline</b>	<b>Arizona Licenses/Board of Technical</b>	<b>Expiration Date</b>



**Attachment 6: Past Performance Survey**

**RFP 2024-130, Pedestrian and Bicycle Infrastructure Upgrades Construction Manager At Risk.**

Past Performance Survey of:

\_\_\_\_\_  
***(Name of Company Being Surveyed)***

Northern Arizona Intergovernmental Public Transportation Authority, Mountain Line, collects past performance information (on firms as well as 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.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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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.)

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**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	(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)	

Please provide your phone number and email information for any follow up questions that we might have

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@mountainline.az.gov](mailto:purchasing@mountainline.az.gov)**



## ATTACHMENT 7: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

In accordance with 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.

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Phone)



\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

\_\_\_\_\_  
(Date)



**ATTACHMENT 8: VENDOR REGISTRATION FORM**

Contact Name:

---

Agency/Company Name:

---

Phone Number \_\_\_\_\_

Email Address: \_\_\_\_\_

Address:

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Description of Service:

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Certified Disadvantaged Business Enterprise? Y\_\_\_ N\_\_\_

Tax Identification Number:

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**Attachment 9: CURRENT W9  
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.)

<b>Sign Here</b>	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 10: LEGAL WORKER CERTIFICATION

In accordance with 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 employees 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.

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(Address)

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(Signature Required)

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(Phone)

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(Print Name)

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(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

\_\_\_\_\_  
(Date)





**ATTACHMENT 12: CONFLICT OF INTEREST CERTIFICATION**

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

- ( ) There is no officer or employee of Northern Arizona Intergovernmental Public Transportation Authority who has 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 has 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.

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(Print Title)

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(Federal Taxpayer ID Number)

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(Date)



**ATTACHMENT 13: 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 their 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 their 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 their 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.

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(Print Title)

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(Federal Taxpayer ID Number)

\_\_\_\_\_  
(Date)



## ATTACHMENT 14: DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS CERTIFICATION

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.

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(Signature Required)

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(Phone)

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(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

\_\_\_\_\_  
(Date)



**ATTACHMENT 15  
NO ISRAEL BOYCOTT CERTIFICATION**

In accordance with A.R.S. § 35-393, Mountain Line is prohibited from awarding a contract to any Professional who fails, or whose consultants fail, to comply with A.R.S. § 35-393. Company hereby certifies to Mountain Line and agrees for the duration of any Contract resulting from this solicitation that:

- A. Company certifies to Mountain Line that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. § 35-393. B. If Company becomes aware during the term of the Contract that Company is not in compliance with the above written certification, Company shall notify Mountain Line within five business days after becoming aware of the noncompliance. If Company does not provide Mountain Line with a written certification that Company has remedied the noncompliance within one hundred eighty days after notifying Mountain Line of the noncompliance, the Contract will terminate, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.
  
- B. If Company becomes aware during the term of the Contract that Company is not in compliance with the above written certification, Company shall notify Mountain Line within five business days after becoming aware of the noncompliance. If Company does not provide Mountain Line with a written certification that Company has remedied the noncompliance within one hundred eighty days after notifying Mountain Line of the noncompliance, the Contract will terminate, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

Mountain Line retains the right to inspect the records of the below Respondent, consultants, and sub-consultants employees 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.

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(Print Title)

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(Federal Taxpayer ID Number)

\_\_\_\_\_  
(Date)





**ATTACHMENT 16  
NO FORCED LABOR OF ETHNIC UYGHURS CERTIFICATION**

In accordance with A.R.S. § 35-394, Mountain Line is prohibited from awarding a contract to any Professional who fails, or whose consultants fail, to comply with A.R.S. § 35-394. Company hereby certifies to Mountain Line and agrees for the duration of any Contract resulting from this solicitation that:

- A. Company will not use:
  - 1. The forced labor of ethnic Uyghurs in the People's Republic of China.
  - 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
  - 3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

B. If Company becomes aware during the term of the Contract that Company is not in compliance with the above written certification, Company shall notify Mountain Line within five business days after becoming aware of the noncompliance. If Company does not provide Mountain Line with a written certification that Company has remedied the noncompliance within one hundred eighty days after notifying Mountain Line of the noncompliance, the Contract will terminate, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

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.

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(Print Name)

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(Email)

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(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

\_\_\_\_\_  
(Date)



### Attachment 17, Certificate of Compliance with Buy America

If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in § 661.13(b) of this part.

#### Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

#### Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



**Attachment 18, Certificate of Compliance with Build America, Buy America**

FTA requires that all steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) that are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in § 661.13(b) of this part.

In addition to FTA's Buy America Act, the Build America, Buy America Act (BABA) (Public Law 117-58, div. G § 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. The BABA requirement applies to this project, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

**Certificate of Compliance with Build America, Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**Certificate of Non-Compliance with Build America, Buy America Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



## ATTACHMENT 19: DAVIS BACON WAGE DETERMINATION

The Contract will bind the Proposer to comply with Davis Bacon Wage Determination as in Exhibit C of this RFP.

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(Signature Required)

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(Phone)

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(Print Name)

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(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

\_\_\_\_\_  
(Date)



## ATTACHMENT 20: INSURANCE REQUIREMENTS

### 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 for 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
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(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.

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(Signature Required)

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(Print Title)

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(Federal Taxpayer ID Number)

\_\_\_\_\_  
(Date)





## ATTACHMENT 21: 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 one hundred and eighty (180) calendar days after the opening of the Proposal.

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(Federal Taxpayer ID Number)

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(Date)

Respondent shall fill in the blank to complete the pricing proposal below.

A. Pre-construction services shall not exceed \$\_\_\_\_\_.

B. Construction Phase Profit and Overhead Fee is \_\_\_\_\_%.



## ATTACHMENT 22: 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.

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

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(Signature Required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

Date: \_\_\_\_\_