



Mountain Line

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

3773 N. Kaspar Dr., Flagstaff, AZ 86004

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www.mountainline.az.gov

REQUEST FOR STATEMENT OF QUALIFICATIONS

RSOQ No. 2025-130

FOR

**PROFESSIONAL ENGINEERING SERVICES BUS STOPS
AND TRANSIT INFRASTRUCTURE**

Due Date & Time

**November 8, 2024
2:00 PM AZ**

RSOQ 2025-130 PROFESSIONAL ENGINEERING SERVICES BUS STOPS AND TRANSIT INFRASTRUCTURE

- RSOQ ISSUANCE DATE:** October 4, 2024
- SUBMITTAL DUE DATE AND TIME:** November 8, 2024, at 2:00 P.M. AZ time
- SUBMITTAL LOCATION:** Mountain Line
Electronically at
purchasing@mountainline.az.gov
- PRE-SUBMITTAL MEETING:** October 16, 2024, at 1:00 PM AZ
The Pre-Submittal Meeting is **Mandatory**
- ONE-STEP PROCESS:** This is a one-step solicitation. The successful Respondent, if any, will be selected at the end of the RSOQ process.
- QUESTIONS:** All questions must be submitted via email only by 5:00 PM October 18, 2024. 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 RSOQ NO. 2025-130
PROFESSIONAL ENGINEERING SERVICES BUS STOPS AND TRANSIT INFRASTRUCTURE**

Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona ("Mountain Line") is seeking a qualified Professional for Professional Engineering Services for Bus Stops and Transit Infrastructure.

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

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

A 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 Statements of Qualifications ("SOQs") will be received electronically at the following address until the date and time set forth below:

Due Date and Time: November 8, 2024 at 2:00 PM AZ

at purchasing@mountainline.az.gov

SOQs 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 SOQ shall remain confidential until an award is made. All Submittals received after the time stated in the RSOQ will not be considered and will be returned to the Respondent unopened. The Respondent assumes the risk of any delay in delivery of its SOQ, without limitation. Respondent assumes responsibility for having his SOQ 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 RSOQ. Mountain Line reserves the right to waive any informality or irregularity in any SOQs received and to be the sole judge of the merits of the respective SOQs received. Any contract awarded shall be based upon the response determined by Mountain Line most advantageous to Mountain Line. No contract shall exist unless and until properly executed by Mountain Line, including formal approval by Mountain Line Board when required. The Mountain Line's Purchasing Policy ("Purchasing Policy") governs this procurement and is incorporated into the RSOQ by this reference. If there is any conflict between this advertisement and the terms of the RSOQ or any applicable code or statute, the RSOQ, code and/or statute shall prevail over this advertisement.

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

SECTION II: PROCUREMENT SCHEDULE

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

- A. RSOQ issued date set forth on Page 2 of this RSOQ
- B. Pre-submittal meeting date and time set forth on Page 2 of this RSOQ
- C. Questions due date and time set forth on Page 2 of this RSOQ
- D. SOQ due date and time set forth on Page 2 of this RSOQ

SECTION III: INSTRUCTIONS TO RESPONDENTS

INSTRUCTION 1: DEFINED AND CONTROLLING TERMS

Definitions: Terms used in this RSOQ have the meanings indicated in the Contract, the Project Specifications, Special Provisions, and Contract Documents, as applicable. Additional terms used in this RSOQ have the meanings indicated below:

“Consultants” shall mean the Subconsultants retained by the Professional for the performance of any of the Services to be provided by the Professional under the Contract Documents.

“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 RSOQ.

“Mountain Line” shall mean the Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona.

“Professional” shall mean the qualified, licensed person, firm or corporation who furnishes Services under the Contract Documents.

“Project” shall mean the Project set forth in Section IV Project Description set forth below.

“Purchasing Policy” shall mean Mountain Line’s Purchasing Policy which governs this procurement and is incorporated in this RSOQ by this reference.

“Respondent” shall have the same meaning as “Firm”.

“Response” or “Submittal” shall mean the SOQ.

“Services” shall mean any and all services to be provided under the Contract Documents and may include, but not be limited to: site master planning, development of Construction Documents; review of Submittal(s); review of and response to Requests for Information, approval and certification of progress payment applications; Professional administration, Substantial Completion, and Final Acceptance and Completion, if so stated, and any and all other services required for the full, professional and timely performance by the Professional and its Consultants.

“Site” shall mean the physical location where the Project is located and any ancillary or adjacent areas to be utilized by Professional and/or Mountain Line in relation to the Project.

“SOQ” shall mean a response submitted in response to this RSOQ.

Mountain Line operates under the latest revision of the MAG Specifications as amended by Mountain Line. Mountain Line’s current effective amendment to the MAG Specifications may be downloaded

Mountain Line also operates under the MAG Standard Details, as amended by Mountain Line. Mountain Line's currently effective amendments to the MAG Standard Details may be obtained at Mountain Line's Web site referenced above.

INSTRUCTION 2: MINIMUM REQUIREMENTS OF RESPONDENTS

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 RSOQ.

Arizona Office: The successful Respondent will be required to have and maintain an office in the State of Arizona. If one does not already exist, the selected Respondent shall establish an office in Arizona within 30 days after the date of Mountain Line's letter of intent to award contract. An office within the state is evidenced by a mailing address, telephone number, payment of utilities, registration with the Corporation Commission, and possession of appropriate business licenses.

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.

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.

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 19** to this RSOQ.

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

Mountain Line Standard Contract: Mountain Line has developed standard forms of Professional Contracts. If selected, as the Professional 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.

Contract Documents: The Contract Documents may include, without limitation, this RSOQ, any addenda to this RSOQ issued by Mountain Line, the SOQ of the successful Respondent, and

such other terms as Mountain Line determines are in its best interest and appropriate for the Project.

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 RSOQ or any resultant contract.

INSTRUCTION 4: RESPONDENTS' PRE-SUBMITTAL OBLIGATIONS AND REPRESENTATIONS

Respondent's Obligations: It is the responsibility of each Respondent before submitting an SOQ to:

Examine and carefully study the RSOQ, and any data and reference items identified in the Bidding Documents;

Visit the Site if access available, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Services;

Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Services;

Carefully study all available: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, especially with respect to technical data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to technical data in such reports and drawings;

Consider the information known to Respondent itself; information commonly known to Professionals doing business in the locality of the Site; information and observations obtained from visits to the Site; the RSOQ; and the Site-related reports and drawings identified in the RSOQ, with respect to the effect of such information, observations, and documents on: (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;

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 RSOQ;

Promptly give Mountain Line written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the RSOQ and confirm that the written resolution thereof by Mountain Line is acceptable to Respondent; and

Determine that the RSOQ is generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Services.

Respondent's Representations: By signing and submitting its SOQ, Respondent represents, certifies and agrees that:

Respondent has complied with every requirement of this Instruction and the RSOQ;

The submission of the Response did not involve collusion or other anti-competitive practices;

The Respondent shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246;

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;

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;

The Respondent is current in all obligations due to Mountain Line, if any;

Based on the information and observations referred to in the preceding Instruction 4.01, that at the time of submitting its SOQ no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its SOQ 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 RSOQ and the Contract Documents; and,

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 SOQ

SOQ Contents: All SOQs shall include all of the information, documents, Attachments and other items set forth in Section VI SOQ Contents below, fully completed. In the case of any conflict between this Instruction 5 and the requirements set forth in Section VI shall control.

Simple and Clear: Responses should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The SOQ must display clearly and accurately the capability, knowledge, experience and capacity of the Firm to meet all of the requirements of this RSOQ including those set forth in Section V Scope of Services and respond to the evaluation criteria in Section VII Evaluation of this RSOQ.

SOQ Format and Length: All Responses 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 SOQ Contents below. No oral, telegraphic, electronic, facsimile, or telephonic modifications to the Response will be considered.

Contract Exceptions: The Respondent shall clearly identify any/all exceptions to the RSOQ 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 RSOQ and/or Mountain Line' standard Professional Contract terms. Exceptions raised at a later time, or in any other location in the SOQ, will not be considered in any negotiations. Respondents may review the Professional Contract at: <https://mountainline.az.gov/services-programs/purchasing/>. Exceptions to Mountain Line's standard Contract terms and/or the terms of this RSOQ may, in Mountain Line's sole discretion, be basis for the SOQ to be rejected as nonresponsive.

Public Record/Confidential Information:

All SOQs submitted in response to this RSOQ, 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.

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**.

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.

Signature: The SOQ shall be submitted with an original ink or electronic signature by a person authorized to sign the offer. If the Respondent is a corporation or other legal entity, the SOQ 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 SOQs will be considered nonresponsive and will be rejected.

Time: Periods of time, stated as number of days, shall be calendar days.

Modifications: Erasures, interlineations, or other modifications in the Response shall be initialed by the authorized person signing the SOQ. No Response shall be altered, amended, or withdrawn after the specified due date and time.

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.

Current W9 Attachment Required.

INSTRUCTION 6: ERRORS, INQUIRIES AND ADDENDA

Errors: It is the responsibility of all Respondents to examine the entire RSOQ package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a SOQ. Negligence or errors in preparing a Response confers no right of withdrawal or correction after Response due date and time.

Notice of Errors: Should a Respondent find any ambiguity, conflict, inconsistency, omission or other error in the RSOQ 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 RSOQ, via email only, and ask that the RSOQ be clarified or modified. If prior to the date fixed for submission of SOQs, a Respondent knows of or should have known of an error in the RSOQ, 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.

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 RSOQ. Questions improperly submitted and/or received by Mountain Line after the deadline will not be answered.

Answers: Answers to the written questions or requests for clarification or modification of the RSOQ submitted by Respondents, as well as any other changes to the RSOQ, will be provided by the date and time set forth on page 2 of this RSOQ in the form of Addenda via Mountain Line Procurement website: <https://mountainline.az.gov/services-programs/purchasing/>.

Correspondence: Any correspondence related to the RSOQ should refer to the appropriate RSOQ number and title, page and paragraph number. However, the Respondent shall not place the

RSOQ 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 RSOQ due date and time.

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 SOQ. Failure by a Respondent to acknowledge receipt of all Addenda may result in that Respondent's SOQ being deemed non-responsive and possibly rejected. Addenda acknowledgement returned to Mountain Line separately from a SOQ will not be accepted.

Respondent Registration: In order to obtain information and/or register for this RSOQ, a Respondent must register as a vendor on the following website: <https://mountainline.az.gov/services-programs/purchasing/>.

INSTRUCTION 7: SOQ SUBMITTAL, DUE DATE AND TIME

7.01 Submittal: Each Response shall be submitted at the address set forth on Page 2 of this RSOQ via email with the RSOQ name, RSOQ number, and Respondent's name and address clearly indicated in the subject line of the email.

Due Date and Time: Respondents must submit their SOQ to Mountain Line Contracts Management Department by the Due Date and Time and at the email address listed on page 1 of this RSOQ. SOQs will be accepted by Mountain Line during normal business hours until the Due Date and Time specified.

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 RSOQ. Late Responses shall not be considered under any circumstances.

Late Responses: Any SOQ 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 SOQ

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 RSOQ. 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: SOQ OPENING

SOQs shall be opened at the time and place stated in this RSOQ. 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 RSOQ shall be shown only to Mountain Line personnel having legitimate interest in the evaluation process. After award of the contract, the successful SOQs and the evaluation documentation shall be open for public inspection.

INSTRUCTION 10: MOUNTAIN LINE RESERVED RIGHTS

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

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

- c. Reject any or all SOQs, in whole or in part;
- d. Waive any immaterial defect, irregularity or informality in any SOQ;
- e. Reissue an RSOQ;
- 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 SOQ is an "all or nothing" offer, it must be expressly so indicated in the SOQ; and/or
- g. Exercise any and/or all other rights available to Mountain Line under the terms of the RSOQ, the Purchasing Policy, law, or in equity.

INSTRUCTION 11: ADDITIONAL PROHIBITIONS AND RESTRICTIONS

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.

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.

An attempt to influence includes, but is not limited to:

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.

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.

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 the Mountain Line Board.

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.

Excluded Information: Respondents shall not submit to, or communicate in any way with Mountain Line regarding, information on fees, price (hourly rates), man-hours or any other cost information. Arizona law prohibits Mountain Line from considering any information on fees, price (hourly rates), man-hours or any other cost information during the request for qualifications competition when selection is based on qualifications only. 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 RSOQ competition.

Restriction on Communications: Respondents and members of their teams shall not communicate concerning this RSOQ with the Professional for this project, Mountain Line' Project Executive, any Mountain Line Consultant or Program Manager, Selection Committee members, or employees of Mountain Line, except as stipulated in Inquiries and Addenda above. A Respondent's failure to abide by this requirement may result in rejection of a Response.

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.

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:

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.

If a violation of this Section is discovered after the resultant contract has been awarded, Mountain Line may, by written notice to the Respondent, cancel the resultant contract. In the event Mountain Line cancels the resultant contract pursuant to this provision, Mountain Line shall be entitled, in addition to any and all other available rights and remedies, to withhold or recover from the Respondent the amount of any gratuity provided and any and all incidental and/or consequential damages incurred by Mountain Line as a result of the violation.

INSTRUCTION 12: ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, Mountain Line requires all SOQs 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 a period.

No contract or agreement, expressed or implied, shall exist between Mountain Line and any Respondent, or be binding on Mountain Line, before formal approval by Mountain Line Board and the execution of the resulting written contract by both parties.

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 RSOQ, as provided by law.

INSTRUCTION 13: EVALUATION

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

INSTRUCTION 14: PROTESTS

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

INSTRUCTION 15: COOPERATIVE PURCHASING AGREEMENTS

An award of contract resulting from this RSOQ 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 RSOQ who wish to cooperatively use the contract are subject to the approval of Proposer.

Mountain Line is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools, cities, and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. § 11-952 and § 41-2632. The IGAs permit purchases of material, equipment and services from proposers at the prices, terms and conditions contained in contracts originated between any and all of these agencies and a successful Respondent.

SECTION IV – PROJECT DESCRIPTION

The Northern Arizona Intergovernmental Public Transportation Authority (“Mountain Line”) is the public transportation agency serving the Flagstaff area with nine fixed routes, 168 bus stops, and two connection centers. The scope of work under this contract provides for on-call professional engineering services for new bus stop development, modifications to existing bus stops, pedestrian crossings to bus stops, and associated transit infrastructure.

SECTION V – SCOPE OF SERVICES

Mountain Line is seeking a Statement of Qualifications from Arizona licensed Design Professionals (DPs) to provide engineering services on a task order basis for new bus stop development, modifications to existing bus stops, pedestrian crossings to bus stops, and associated transit infrastructure, including traffic signal priority (TSP) and queue jumps.

Technical team disciplines should include civil, land surveying, traffic engineering, structural, geotechnical, and environmental disciplines to support the National Environmental Protection Act (NEPA) process.

Mountain Line’s preference for DP team organization is a prime consultant with any required subconsultants. The prime consultant shall provide design team project management and be the single point of contact for the design professional team.

In addition to the minimally required Arizona professional licensure, the DP shall:

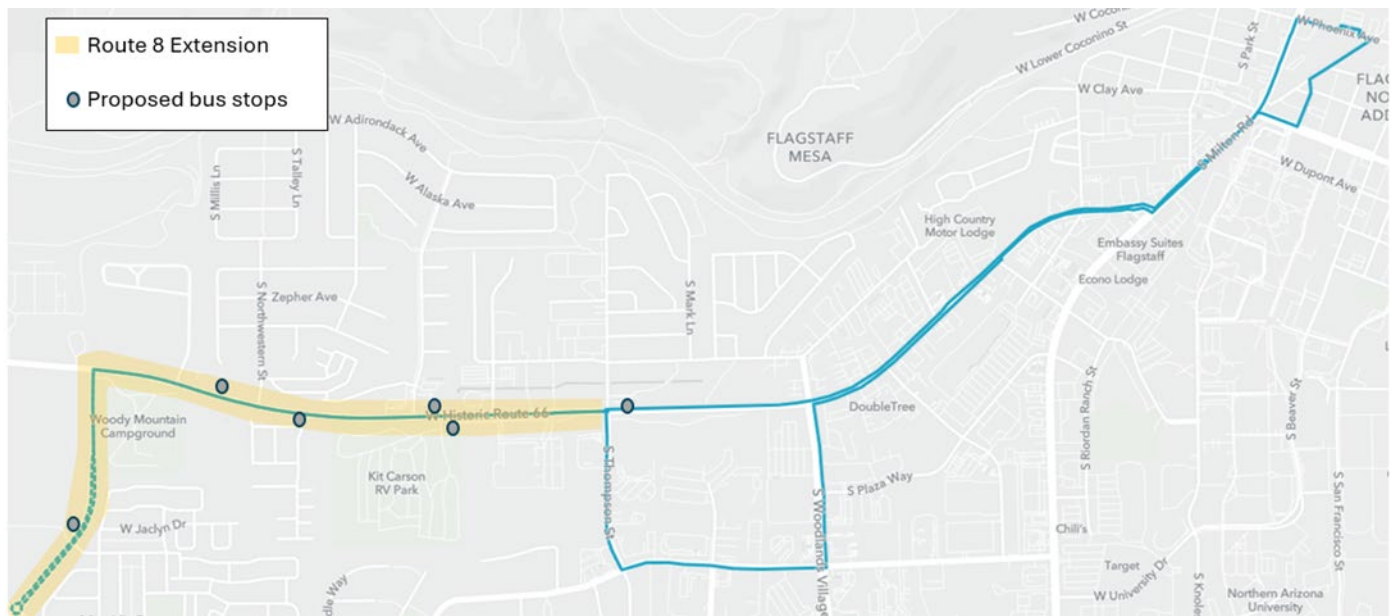
- Demonstrate knowledge and experience working with public transit agencies on FTA federally funded projects for development of transit improvement complying with FTA Circular C 4710.1; Chapter 3 for Transportation Facilities and compliance with Department of Transportation (DOT) Standards for Facilities and American with Disabilities Act (ADA) Accessibility Guidelines (ADDAG).
- Demonstrate knowledge and experience with City of Flagstaff zoning, engineering standards and permitting process.
- Demonstrate knowledge and experience with Arizona Department of Transportation (ADOT) North Central District for engineering standards and permitting process.

Scope of work for Task Orders under this agreement may include design development from concept through final design for permitting, traffic impact analysis, crosswalk and TSP traffic signal warrants, cost estimating, NEPA, topographic and boundary surveys, legal parcel descriptions, and construction phase services.

Task Order #1 is anticipated for design services for new bus stops associated with Mountain Line’s Route 8 service expansion on W. Route 66. Mountain Line shall execute a Task Order for Route 8 bus stops by January 3, 2025, with delivery of final design by May 2025. Construction of new bus stops is scheduled for summer 2025 to be ready for service change in August 2025. Reference Exhibit A for Route 8 new bus stops.

Mountain Line adopted the Mountain Line Transit Guidelines found on our website at <https://mountainline.az.gov/about-us/reports-plans/to> to inform planning and design for bus stops and transit infrastructure. The DP shall utilize the Transit Guidelines to inform the design for bus stops and associated transit infrastructure which may include bus shelter pads, retaining walls, bus pullouts, transit signal priority, queue jumps, and at-grade pedestrian crossings.

The first term of this Agreement shall be from the Effective Date thru June 30, 2028. This Agreement may be renewed in writing, signed by both parties, for up to two (2) additional (12) month periods upon the same terms and conditions set forth in this Agreement.



SECTION VI – SOQ CONTENTS

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

A transmittal/cover letter (not included in page count) that introduces the Firm, confirms that all elements of the RSOQ 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.

Executive Summary (included in page count) providing a summary illustrating the team's capabilities, experience with similar projects, qualifications, and unique attributes.

Relevant Experience and Performance (included in page count). Provide no more than three (3) examples of transit bus stop and related infrastructure design development of similar size and scope completed in the last five years. For each comparable project identified, provide:

1. Description of project including but not limited to 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)

Project Team: Qualifications and experience of the individuals directly involved with the project.

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. Clearly identify the Project Manager, along with their relevant experience, who will be the main point of contact and oversee the team.

- 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.

Provide an organization chart, including any consultants (one (1) page included in page count)

Provide key staff one (1) page resumes (not included in page count)

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.

Project Approach (included in page count).

Describe:

- a. The Team's philosophy and approach to the Project.
- b. How the team will approach this initiative
- c. Any significant challenges the Team would anticipate in delivery of this project
- d. Any innovation or best practices that could be implemented to improve the deliverables or approach for Mountain Line in the future
- e. The Team's competitive advantages and why they would be the best team to partner with Mountain Line on this high priority project

Provide a high-level work plan that shows inputs/outputs, milestones, method of documentation and data reporting, along with a listing of the Consultant's Deliverables for the Task Order 1 (Route 8 bus stops).

Do not provide any site development or utilization solutions for Mountain Line project within your SOQ. Provide your approach of how your firm would develop the highest level of master planning for this Project.

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, found in Exhibits A and B to the RSOQ must be included in the SOQ and unless otherwise indicated, are not included in the page count:

EXHIBIT A, MOUNTAIN LINE REQUIRED ATTACHMENTS:

1. Authorization to Submit Response and Required Certifications
2. Addendum Acknowledgement
3. Organizational Information
4. Key Personnel Information
5. Firm and Key Personnel Licenses/Registrations
6. Past Performance Survey Form
7. 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 Forced Labor of Ethnic Uyghurs Certification
16. Buy America
17. Build America
18. Insurance Requirements Acknowledgement
19. Davis Bacon Wage Determination Compliance Certification
20. Proposal Pricing
21. Exceptions to RFP Requirements and/or Contract Provisions

EXHIBIT B, FTA REQUIRED FEDERAL CLAUSES, ARCHITECTURE AND ENGINEERING:

1. No Federal Government Commitment or Liability to Third Parties
 2. False or Fraudulent Statements or Claims
 3. Access to Third Party Contract Records
 4. Changed Circumstances
 5. Termination.
 6. Disadvantaged Business Enterprise (DBE) and Civil Rights
 7. Incorporation of FTA Term
 8. Energy Conservation
 9. Seat Belt Use.
 10. Distracted Driving, Including Text Messaging While Driving
 11. ADA Access
 12. Prohibitions on Certain Telecommunications Equipment
 13. The U.S. DOT Common Rules
 14. Seismic Safety
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. **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 Professional for corporation and limited liability companies.
- 2) The Lead Professional must be properly registered, licensed and certified at the time of submission.
- 3) The Professional must have been in continuous business for a minimum of five years.

B. Financial Stability

1. Respondents must demonstrate the availability of resources and financial capability required to complete the Project.
2. Copies of audited financial statements are not required with the Submittal. Prior to the final selection, Mountain Line reserves the right to require a Respondent to provide a copy of the Respondent's financial statements for the previous two fiscal years.

3. Mountain Line reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent submitting a Response.

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

A. Firm Experience on Similar Projects (25)

- 1) Special consideration will be given to Respondents that have provided Services that are like the Project. A similar project for proposes of this RSOQ could include:
 - a. Completed within the last five (5) years
 - b. Completed within a similar climate to Flagstaff, Arizona

B. Project Manager (15)

- 1) Project Manager relevant experience to the scope of work to manage team/subconsultants, track deliverables and be the main point of contract for the Project.
- 2) Project Manager capacity for response to request for Task Orders.

C. Staff Qualifications/Resumes (25)

- 1) Team organization and structure, including consultants
- 2) Team leader resumes and experience
- 3) Proximity of prospective firms to Mountain Line
- 4) Connectivity and previous project team experience working together and on projects described in the referenced Similar Projects
- 5) Apparent resources and capacity to meet the needs of this project, including Team continuity throughout the project

C. Project Understanding and Project Approach (30)

- 1) Philosophy and approach to strategic engineering solutions
- 2) Sufficient detail and information to have a good understanding of the Respondent's approach to performing the work
- 3) Innovative and best practices to improve the deliverables and approach

D. References/ Past Performance Form (5)

Include the name, contact person, address and telephone number of three (3) professional references who can comment on the Respondent's professional services capabilities. References must be current, be submitted by the professional reference, and should be relevant to the required services. The Reference form included as Attachment 6 hereto must be completed for each reference and included in Respondent's Response.

3. SOQ Evaluation Process:

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

- 1) The Selection Committee will evaluate the Responses submitted in response to this RSOQ. The evaluation will be to determine the qualifications of each Respondent to perform the Services under this RSOQ 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 RSOQ.
- B. Short List: In order of preference, based on criteria established by the Selection Committee and included in the RSOQ, a short list of no more than three (3) Respondents deemed to be the most qualified to provide the Services by the Selection Committee will be established. Notwithstanding the presumptive limit of three (3) Respondents on the short list, in the event that the scores for more than three of the highest scoring Responses are within ten percent (10%) of one another, the short list will be comprised of all such Respondents.
- C. Team Oral Presentation/Interview: The Selection Committee will interview each Respondent on the short list so that they may present their credentials, comparable past work and any ideas they wish to share with the Selection Committee.
- 1) A letter invitation will be sent via email to each interviewed Respondent with the specific evaluation and scoring criteria along with the time, date and location of the interview; Respondents who are invited to attend the interview will not be given access to the conference room prior to the interview.
 - 2) The order in which the Respondents appear before the Selection Committee will be determined by lottery.
 - 3) The team will have thirty (30) minutes to present to the Selection Committee their firms qualifications. The roundtable discussion will last sixty (60) minutes for questions and discussion between the Committee and the Professional. 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 SOQ.
- 1) Finalist Respondents Team Interview (Maximum 40 Points): Mountain Line may provide interview questions in advance to Respondents. Mountain Line' Selection Committee will evaluate interviews based on the team's responses to questions, ability to effectively communicate, and the Committee's assessment of the team's ability to work successfully with each other and Mountain Line staff. Mountain Line may also ask

Respondents to submit written responses to some questions in advance of the interviews.

- 2) **Strategic Fit (Maximum 60 Points):** Mountain Line will evaluate proposed solutions based on overall best fit with Mountain Line goals and objectives. The Committee will consider solution simplicity, overall alignment with the requirements set forth in the RSOQ, as well as compliance with contract terms and conditions and any and all additional findings from Mountain Line' due diligence process.
- E. **Project Site Visit:** The shortlist Respondents may be invited to participate in a pre-interview project site visit with Mountain Line Project Manager and other representatives. Unless otherwise allowed by Mountain Line, a maximum of two representatives from each Respondent may participate in the site visit.
 - F. **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.
 - G. **Negotiation:** Mountain Line shall enter into negotiations for a contract with the highest qualified Respondent on the short list for the Services. The negotiations shall include consideration of compensation and other contract terms that Mountain Line determines to be fair and reasonable. In making this decision, Mountain Line shall take into account the estimated value, the scope, the complexity and the nature of the Services to be rendered.
 - 1) If negotiations are successful, Mountain Line will request approval from Mountain Line Board of Directors to execute Mountain Line' standard Professional 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 RSOQ, 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.
4. **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 RSOQ, 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.
 5. **Delivery of Insurance Policies or Certificates and Execution of Contract Documents:** Within ten (10) days of receipt of notice of intent to award, the successful Respondent shall deliver to Mountain Line the required insurance policies or certificates in a form satisfactory to Mountain Line. Policies or Certificates must reference Mountain Line Project Number and Mountain Line Project Name with the original submission and with each and every updated submission thereafter. Failure to do so may result in rejection of the successful Respondent's Response and withdrawal of the Notice of Intent to Award. Promptly after Mountain Line receives satisfactory insurance policies or certificates Mountain Line will deliver to the successful Respondent two (2) duplicated originals of the form of contract documents to be executed by the successful Respondent. The successful Respondent shall execute and return to Mountain Line System all copies of the contract documents within ten (10) days after receipt of the contract documents. Failure to return the executed copies of the contract documents may result in rejection of the successful Respondent's Response and withdrawal of the Notice of Intent to Award.

- 6. Changes in Respondent Organization:** In order for a Respondent to remain qualified for award under this RSOQ 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 stated point-of-contact for this RSOQ. 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 RSOQ criteria. Mountain Line is under no obligation to approve such requests and may approve or disapprove an entire request, or any portion of a request, in its sole discretion.

SECTION VII: AWARD

This is a one-step competition. The successful Respondent, if any, will be selected and recommended by the Selection Committee to the appropriate Mountain Line Officer and/or Mountain Line Board of Directors for Award. Any Contract resulting from this RSOQ 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 Professional and the properly authorized Mountain Line signatory.