



Mountain Line

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MOUNTAIN LINE

(Northern Arizona Intergovernmental Public Transportation Authority)

3773 N. Kaspar Dr., Flagstaff, AZ 86004

www.mountainline.az.gov

REQUEST FOR PROPOSALS

RFP No. 2025-200

FOR

WORKFORCE HOUSING DEVELOPER

Initial Proposal Due Date & Time

April 21, 2025

3:00 PM, AZ TIME

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I. LEGAL ADVERTISEMENT

Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“Mountain Line”), is issuing this procurement to engage a qualified developer (“Respondent” or “Respondents”) to deliver and operate a new workforce-focused multi-family community (“Project”) on land owned by Mountain Line.

Any / all associated addenda and/or attachments 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 and/or attachment(s). Mountain Line will not email or send out copies or notifications of any / all addenda(s) and/or attachment(s).

An optional pre-submittal conference will be held.

The successful Respondent, if any, will be selected and recommended to the appropriate Mountain Line Board of Directors for award. Responses (“Responses” or “Response”) to this RFP will be received by email at the following address until the date and time set forth below:

Initial Proposal Due Date and Time: April 21, 2025 at 3:00 PM AZ.

**E-mail for Submissions and Questions / Clarifications:
MountainLineWFH@RiethJones.com**

All Responses received after the time stated in the RFP will not be considered. The Respondent assumes responsibility for having their Response submitted on time to the specified email.

This announcement does not commit Mountain Line to select a development partner 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. The RFP selection shall be based upon the Response determined by Mountain Line’s selection committee to be most advantageous to Mountain Line. 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.

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II. INTRODUCTION & PROCUREMENT SCHEDULE

Mountain Line hereby requests proposals from qualified and experienced multi-family housing development teams interested in the design, finance, construction, operation and continued maintenance for a new housing community on land currently owned by Mountain Line (“Project Site”). Mountain Line intends to enter a ground lease with the selected Respondent and the asset will be owned and maintained by the ground lessee until the end of the agreement term. By continuing to own the parcel, Mountain Line aims to ensure the long-term land use provides a public benefit and supports the needs of the Flagstaff community. This development will contain both market rate and workforce housing units, with the latter targeted towards those such as first-responders, teachers, Mountain Line employees and other qualified renters earning between 60% and 80% of the Area Median Income (“AMI”).

The Project Site is zoned High Density Residential and is situated north of Mountain Line’s current headquarters. The Project Site consists of approximately 4.3 acres of developable land along North Kaspar Drive and has easy access to Route 66. A map of the Project Site is provided in Section IV.

The Respondent may consider specialized financing and funding sources that mandate certain application timelines, processes, and ongoing compliance monitoring. Mountain Line is soliciting proposals from housing developers that demonstrate, in its sole and absolute discretion, a proven track record of developing and operating workforce housing and/or multi-family properties that target both workforce and market rate housing.

The RFP is anticipated to follow the schedule below. The RFP will be broken into two (2) stages and Respondents will solely be responsible for submitting the information for the first stage (“Initial Proposals”) by the initial due date. Upon submission of Initial Responses, the Responses will be evaluated to determine a shortlist. The shortlisted Respondents will subsequently be asked to provide additional information (“Final Proposals”) and invited to interview prior to the selection committee’s final evaluation.

Please find below the schedule of events for the entirety of the RFP process. Mountain Line reserves the right to adjust the schedule and procurement activities based on its sole discretion:

Distribution of the RFP	March 24, 2025
Pre-Submittal Meeting (Optional)	April 4, 2025 at 10:30 AM AZ (via Zoom)
Deadline for Initial Proposal Questions	April 7, 2025
Responses Provided for Initial Proposal Questions	April 14, 2025
Due Date for Initial Proposal Submissions	April 21, 2025 by 3:00 PM AZ

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Response Opening	April 22, at 1:00 PM AZ (via Zoom)
Developer Shortlist / Notification	Week of May 12, 2025
Optional Self-Directed Site Visitation ^{1, 2}	Weeks of May 19 and 26
Developer Design Workshops ^{1, 3}	Weeks of June 16 and 23
Deadline for Final Proposal Questions ¹	June 27, 2025
Responses Provided for Final Proposal Questions ¹	July 7, 2025
Due Date for Final Proposal Submissions ¹	July 14, 2025 by 3:00 PM AZ
Developer Presentations / Interviews ¹	Week of July 28, 2025
Developer Selection ¹	By the Week of August 25, 2025

¹ Denotes only applicable for developers who are shortlisted based on their Initial Proposal.

² Developers are welcome to visit the site for an optional self-guided tour at their discretion. Please reach out to Jacki Lenner (jlenner@mountainline.az.gov) and MountainLineWFH@RiethJones.com to coordinate access.

³ Developers will have the opportunity to meet with Mountain Line for 60 – 90 minutes to gather initial feedback. Meetings will be coordinated at a future point and Developers will be responsible for creating and circulating an agenda with Mountain Line in advance.

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III. INSTRUCTIONS TO RESPONDENTS

A. RESPONDENTS' PRE-SUBMITTAL OBLIGATIONS AND REPRESENTATIONS

1. 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.
2. 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 barred;
 - 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 (Respondent's Obligations), 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
 - h. There will be no subsequent financial or time adjustment, other than that provided by the potential Memorandum of Understanding or contract, for lack of such familiarization.

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B. PREPARATION OF RESPONSE

1. Response Contents: Responses shall include all of the information, documents, attachments and other items set forth in this RFP, fully completed.
2. 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 to meet all of the requirements of this RFP.
3. 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 2; and
 - 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.
4. Signature: The Response shall be submitted with a 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. Time: Periods of time, stated as number of days, shall be calendar days.
6. 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.
7. 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.

C. ERRORS, INQUIRIES AND ADDENDA

1. 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.
2. 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, the

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- individual shall at once notify the contact email listed in this RFP 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 selected shall not be entitled to additional compensation or time by reason of the error or its later correction.
3. **Questions:** All questions regarding the contents of this solicitation and the solicitation process (including requests for ADA accommodations), shall be directed to the contact email outlined in this RFP, and shall be submitted no later than the stated deadlines for submitting questions for the corresponding proposal (Initial Proposal and Final Proposal) listed in this RFP. Questions improperly submitted and/or received by Mountain Line after each relevant deadline will not be answered.
 4. **Answers:** Answers to the written questions or requests for clarification or modification of the RFP submitted by Respondents, as well as any other changes to the RFP, will be provided in the form of addenda via Mountain Line Procurement website: <https://mountainline.az.gov/services-programs/purchasing/>.
 5. **Correspondence:** Any correspondence related to the RFP should refer to the appropriate RFP number and title, page, and paragraph number.
 6. **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 3 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.
 7. **Respondent Registration:** In order to obtain information and/or register for this RFP, a Respondent must register as a vendor on the following website: <https://mountainline.az.gov/services-programs/purchasing/>. The following information should be provided: company name, contact person's name, company, address, telephone number, and email address.

D. WITHDRAWAL OF RESPONSE

At any time prior to the specified Response due dates and times, a Respondent may withdraw their Initial or Final Proposal by submitting a request via e-mail to the address listed in 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.

E. 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 selection, the successful Responses and the evaluation documentation shall be open for public inspection.

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F. MOUNTAIN LINE RESERVED RIGHTS

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

1. Extend the date by which Responses are due;
2. Withhold the award or cancel this RFP for any reason Mountain Line determines;
3. Reject any or all Responses, in whole or in part;
4. Waive any immaterial defect, irregularity, or informality in any Response;
5. Reissue an RFP;
6. 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
7. 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.

G. ACCEPTANCE PERIOD

1. 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 RFP submission deadline and each Respondent agrees that it will hold open its Response for such period;
2. 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; and
3. If agreement cannot be reached after a period deemed reasonable by the parties, Mountain Line may negotiate and enter an agreement with any other Respondent who submitted a timely and responsive Response to this RFP, as provided by law.

H. EVALUATION

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

I. PROTESTS

Mountain Line believes that it can best maintain its reputation for treating Respondents 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/>.

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IV. PROJECT OVERVIEW AND OBJECTIVES

A. MOUNTAIN LINE OVERVIEW

Mountain Line is a transit agency in northern Arizona operating a fixed route bus service, paratransit service, vanpool, and seasonal Mountain Express service to Arizona Snowbowl. Established in 2001, Mountain Line has grown into a system that employs more than 100 people and transports more than 2 million riders a year.

B. PROJECT OVERVIEW

Flagstaff is located in Coconino County, Arizona, approximately 30 miles north of Sedona and 80 miles south of the Grand Canyon. It is known for its beautiful mountains and forests and is home to Arizona's tallest mountain (Humphreys Peak), the Arizona Snowbowl ski resort, and both Northern Arizona University and Coconino Community College. The City's population has experienced continuous growth, reaching 76,600 in 2023 (per the US Census Bureau), which represents a 16% increase from 2010 (65,900).

Flagstaff is experiencing a housing crisis. In December 2020, the Flagstaff City Council declared a housing emergency which prompted the Housing Commission and City Council to unanimously approve and adopt a 10-year Housing Plan in February of 2022 which aims to reduce the affordable housing need by half. This emergency is rooted in extreme disparities in the Flagstaff market, which have been highlighted in the 2023 Flagstaff Community Affordable Housing Needs Assessment. This assessment reveals that almost 39% (28,690 residents) of Flagstaff households with rent or mortgage payments were housing cost-burdened, meaning their housing expenses are more than 30% of their monthly pre-tax income. Focusing on renters only, 61% (8,886 residents) of renter households are cost burdened. Additionally, this report points out that while Flagstaff's Area Median Income (AMI) increased by 47% from 2013-2023, the median home sales price rose 136% and the fair market rent for a 2-bedroom unit increased by 52%. Overall, the assessment concludes that Flagstaff's housing costs and cost of living exceed the national average by 35% and 14%, respectively, with housing needs demonstrated across all income levels.

To help address Flagstaff's housing crisis and make progress on its 10-year Housing Plan, the Project will include apartment rentals at rates affordable by workforce personnel. This Project has received strong support from Mountain Line's Board and various City officials, who endorse increasing the supply of workforce housing in the broader Flagstaff market.

C. OBJECTIVES

Mountain Line's vision for the Project includes a multi-family apartment community which will prioritize financial attainability by Flagstaff's workforce. Mountain Line's key objectives include:

1. Ensuring the Project serves a public purpose which supports Mountain Line's long-term ownership interest in the land;

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2. Maximizing the number of units available to the local workforce (targeting those making 60-80% AMI);
3. Maximizing overall density of the Project Site; and
4. Achieving economic returns to Mountain Line to support transit programs.

Mountain Line has initiated public communication on this process. In January 2025, Mountain Line's Board of Directors (comprised of representatives from Coconino County, the City of Flagstaff, Northern Arizona University, and Coconino Community College) unanimously approved the agency's decision to launch a procurement to engage a development partner. Mountain Line is also in communication with the City to strengthen collaboration throughout this development process and further information will be shared when available.

D. SITE DESCRIPTION

The Project Site is currently zoned High Density Residential, presenting a unique opportunity as this zoning is rare for undeveloped land in Flagstaff. The parcel is situated between East Linda Vista Drive, East Jacamar Drive, and North Kaspar Drive. The land was acquired in 2017 with the intent of further expanding Mountain Line's operational facilities. However, Mountain Line no longer needs the parcel for this purpose and seeks to develop the land with workforce-focused housing to benefit the local community.

The Project Site is approximately 4.3 acres in developable area. The design strategy for the Site must include the City's requirement to extend East Linda Vista Drive through to North Kaspar Drive (currently a dead end) directly below the Project Site. Potential partnership opportunities may exist with Mountain Line and the City of Flagstaff to develop a minor collector road extension (see example image below per City Code, which does not reflect specific measurement requirements) through an agreement which will include identification of funding sources to be used for this development.

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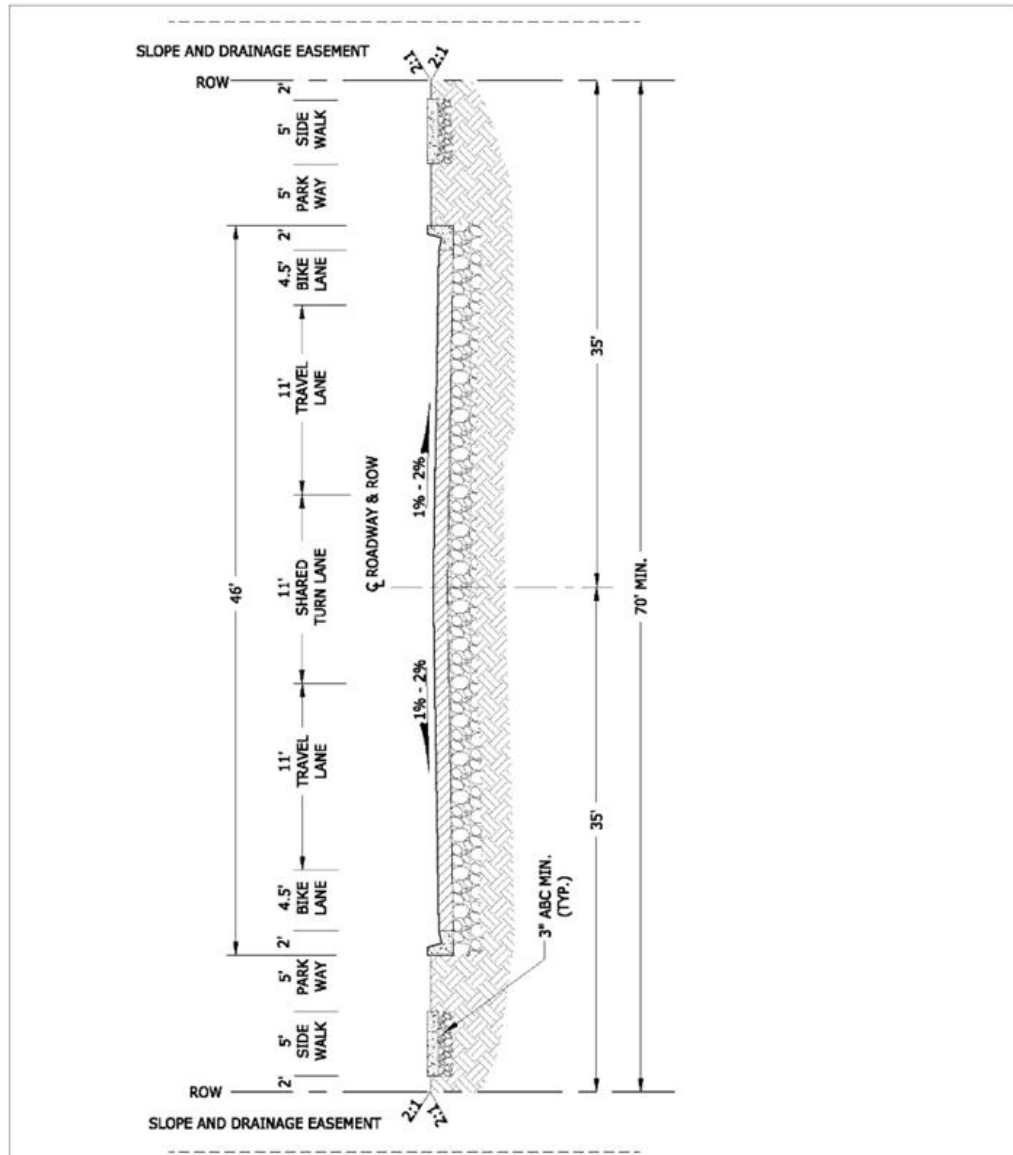




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10-09-035 Minor Collector



NTS



City of Flagstaff

ENGINEERING
DETAIL

MINOR COLLECTOR

DETAIL NO.
10-09-035

REVISION DATE: 11/22/16

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E. SITE MAPS

The images below highlight the Project Site and adjacent areas. The area outlined in blue (Area B) on the right-hand map denotes the property dedicated to the extension of East Linda Vista Drive along the southern border of the Project Site. The area outlined in orange (Area A) denotes the Project Site which aims to accommodate the multi-family community, parking, and landscaping.



F. SITE CONDITIONS

The information provided as part of this RFP is provided for reference only and may not be relied upon by developers as the most up to date / accurate assessment of the existing site. Mountain Line does not guarantee the accuracy of any of the Project Site or due diligence information provided. Respondents shall be responsible for verifying all existing conditions as deemed necessary to support their Response to this RFP. Once a partner is selected, they will be responsible for conducting additional due diligence and testing as appropriate.

The Project Site is currently undeveloped, with related surveys of the land and utilities provided as Exhibits A, B, C, and D to this RFP.

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V. PROJECT REQUIREMENTS

- A. The selected partner will be responsible for all pre-construction, construction, and operating / management activities, including but not limited to:
 1. Securing all required development approvals, permits, licenses, and other authorizations necessary for the development and construction of the Project (Mountain Line will partner with the developer to facilitate these processes). The approval process will require an impact analysis with a state mandated review time frame of 78 days (26 days for administrative completeness review and 52 days for substantive review). Further details on the planning process can be found on the [City of Flagstaff's planning site](#). Required activities may include:
 - a. Completing a [pre-application meeting](#);
 - b. Submitting relevant permits through the [Citizens Access Portal](#); and
 - c. Submitting a new Concept Plan application and adhering to the process / requirements outlined in the [Application and Processing of Duplex, Multi-family Residential, Commercial, Office, Industrial, and Institutional Projects](#) form.
 2. Developing a Site layout and Project which is in general accordance with the [Flagstaff zoning and code requirements](#), including but not limited to [parking](#) (this Project should only include surface parking), building, density, and [resource protection](#) (e.g., tree) requirements;
 3. Developing a multi-family Project which appropriately utilizes the available City [incentives for affordable housing](#) (e.g., reimbursable and/or reduced impact fees) and reserves a minimum of 20% of units for those earning 60-80% AMI:
 - a. The minimum composition is essential to maximize the [density bonus](#) incentive potential, which allows for an increase in residential units over the standard maximum residential density based on the total number and composition of affordable units. The 20% of units initially available at the target AMI thresholds must span the entire length of the proposed ground lease to obtain the density bonus;
 - b. Beyond the 20%, the development should aim to include as many additional workforce units as possible, targeting the 60-100% AMI range; and
 - c. At this point in time, proposals should only consider rental units and not include potential paths to ownership.
 4. Providing a unit mix that consists of 1-, 2-, and 3-bedroom configurations and aligns with [City requirements](#):
 - a. Respondents are encouraged to design and program the Project in a manner which balances marketability, affordability, and fit within the Flagstaff community. Mountain Line will largely focus on ensuring that the unit mix and rental rates meet the stated RFP objectives and will defer to the future development partner for design decision-making; and
 - b. The final unit-mix composition must be agreed upon by both Mountain Line and the selected development partner.
 5. The selected development partner and Mountain Line will work closely with the City of Flagstaff, who will act as the Authority Having Jurisdiction (AHJ), for various Site-related activities across the course of the project. Some of these activities may include:
 - a. Conducting relevant Site due diligence and completing all required Site studies / surveys prior to development (e.g., environmental analysis, geotechnical analysis,

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- traffic analysis, water sewer impact analysis, boundary / topographical surveys, soil borings);
- b. Conducting periodic visits to the Site, attending meetings with Mountain Line and other necessary meetings, hearings and proceedings with governmental authorities; and
 - c. Incorporating appropriate relevant Site considerations (e.g., utilities, roadway) into the Project plan and ultimate development.
6. Preparing and evaluating plans, profiles, preliminary drawings, conceptual designs, schematic designs, preliminary specifications, preliminary performance requirements, design development, and construction documents for the Project. This shall include evaluating design and development alternatives, including any necessary coordination with Mountain Line and the City;
 7. Determining preliminary construction pricing based upon actual Site conditions determined via the Site assessment, refined plans, and the ultimate delivery schedule for the Project;
 8. Preparing and maintaining accurate project timelines, pro-forma, and financial feasibility documentation, as may be required by Mountain Line to confirm the likelihood of success for proposed components;
 9. As necessary, partnering with Mountain Line and the City of Flagstaff to obtain financing and alternative funding (i.e., grants) for all aspects of the proposed project. Developers are expected to fund all pre-construction expenses;
 10. Bringing all horizontal infrastructure to the site, including all offsite improvements required to serve the Project. This will include surface parking and construction of the roadway expansion across the Project Site to connect East Linda Vista Drive to North Kaspar Drive;
 11. Ingress, and egress, including necessary coordination with the Arizona Department of Transportation and the City of Flagstaff;
 12. Finalizing the Project plans (including final and complete specifications and performance requirements) based upon any budget, policy, procedural, and programmatic requirements of Mountain Line and/or Site constraints determined by the assessment of the Site;
 13. Designing and building the Project in a manner that produces a high-quality living environment consistent with the greater Flagstaff community and which meets all applicable funding requirements;
 14. Managing and operating the Project in a manner that ensures its long-term financial viability and affordability and the ongoing satisfaction of residents; and
 15. Regularly (and not less than every two weeks) keeping Mountain Line informed in writing as to progress of all pre-development services and providing Mountain Line with all information reasonably necessary to make Project-related decisions. The selected developer shall coordinate regular progress meetings with Mountain Line and attendees identified by Mountain Line (including any Board members or City staff) no less than once every month.

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VI. INITIAL PROPOSAL SUBMITTAL REQUIREMENTS

A. INITIAL PROPOSAL SUBMITTAL INSTRUCTIONS

Initial Proposal materials shall be organized as follows:

1. Letter of Interest;
2. Section 1: Overview;
3. Section 2: Respondent Qualifications; and
4. Section 3: Financial Capacity & Fees.

B. LETTER OF INTEREST

Provide a letter (“Letter of Interest”) that includes a signature of authorized Respondent representative affirming the Initial Proposal’s conformance with the requirements of the RFP and acknowledgement of receipt of all addenda (also see Attachment 3).

C. SECTION 1: OVERVIEW

Respondents shall provide a brief written narrative (“Overview”) to describe initial thoughts on Project approach. The Overview shall not exceed five (5) pages and shall state how the Respondent intends to achieve the goals and objectives for the Project. This must include:

1. A summary of intended programming for the housing on the Project Site (e.g., unit number and mix, affordability mix); and
2. A pre-development period narrative, which shall include the following:
 - a. A detailed description of activities the Respondent would advance in the first 120 days post-selection;
 - b. A high-level schedule for the remaining pre-development period;
 - c. Expected involvement from Mountain Line throughout the pre-development period; and
 - d. Respondent’s source of funding for pre-development expenses.

It should be noted that Mountain Line does not intend to contribute funds towards pre-development expenses directly or via reimbursement, and the selected Respondent is expected to be responsible for the pre-development cost and risk for the Project. However, Mountain Line will consider assisting the Respondent in securing grant or other funding sources identified by the Respondent.

D. SECTION 2: RESPONDENT QUALIFICATIONS

Provide the following information on proposed Project team and demonstrated performance:

1. Team Composition
 - a. Respondents shall provide an organizational chart and identify the following team members, their roles and responsibilities, and the overall chain of command:

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- i. Lead developer, co-developers;
 - ii. Lead architect;
 - iii. Lead construction firm;
 - iv. Financial partners; and
 - v. Operator.
- b. Respondents shall provide resumes for key personnel from each team member;
 - c. Respondents shall provide examples of where team members have worked together in the past;
 - d. Respondents shall identify the primary point of contact for this Project and all matters related to this RFP. Respondents shall provide the contact person's name, title, organization, address, telephone number, and email address; and
 - e. 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.

2. Demonstrated Performance on Comparable Projects

Respondents shall provide qualifications that demonstrate the Respondent's expertise, experience, and financial capacity in the delivery of at least two (2) but not more than six (6) comparable projects that were completed within the past ten (10) years. To the extent possible, respondents should emphasize the following types of projects: (i) those with an affordable or workforce housing component, (ii) examples of utilizing grant funding or other unique financing structures geared toward below-market rate housing, (iii) ground lease developments and/or public-private partnerships. The following information must be provided for each comparable project:

- a. Project size (e.g., number of units, square footage);
- b. Project location;
- c. Tenant makeup and affordability composition;
- d. Project timeline (e.g., concept approval, construction kickoff, construction completion);
- e. Whether the projects were delivered on time and on budget. If a project was not on budget or on schedule, provide information on the delta between planned and actual budget and/or schedule, as applicable;
- f. Project transaction structure (i.e., fee development, ground lease development / P3, private development);
- g. Capital stack, including the types and amounts of equity and/or debt financing, and, if alternate funding (e.g., grants) was leveraged, details on how those funds were secured;

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- h. Parties involved / partnerships; and
- i. A reference for each project.

E. SECTION 3: FINANCIAL CAPACITY & FEES

1. Financial Capacity

Respondents must submit the following to demonstrate capacity to finance the Project:

- a. Evidence of financial resources required to successfully execute a project or projects of this nature and scope;
- b. Evidence of capability to raise debt and equity in the current capital / credit market as well as their experience financing recent transactions;
- c. Evidence of capability to identify and secure alternate funding opportunities, such as grants and tax incentives; and
- d. Financial statements demonstrating the Respondent's credit worthiness and good financial standing.

2. Fees

Respondents must indicate fee percentages for each of the following should your team be selected as the preferred partner. Please note that these fees will be binding:

- a. Development fee (this is to be determined as a % of total hard and soft costs, excluding the development fee itself);
- b. Construction management / overhead & profit fee (this is to be determined as a % of total hard costs);
- c. Design fee (this is to be determined as a % of hard costs); and
- d. Management fee (this is to be determined as a % of annual revenue).

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VII. FINAL PROPOSAL SUBMITTAL REQUIREMENTS

A. FINAL PROPOSAL SUBMITTAL INSTRUCTIONS

Final Proposal materials shall not be submitted as part of the Initial Proposal. These requirements shall only be submitted upon notification of being shortlisted and according to the Final Proposal deadlines outlined in this RFP. Final Proposal submission materials shall be organized as follows:

1. Section 1: Executive Summary;
2. Section 2: Technical Proposal; and
3. Section 3: Financial Proposal.

B. SECTION 1: EXECUTIVE SUMMARY

Respondents shall provide a brief written narrative and other supporting materials (“Executive Summary”) to describe their proposed approach for the Project. The Executive Summary shall not exceed five (5) pages and shall state how the Respondent intends to achieve the goals and objectives for the Project, including the following and presented in this order:

1. A summary of programming on the Project Site, including the housing development (e.g., unit number and mix, affordability mix, price points) and the roadway extension;
2. High-level Project schedule overview for both the housing development and the roadway extension;
3. Proposed ground lease term and options, description of the proposed ground rent structure (i.e., fixed, variable, combination); and
4. A measurement of Respondent confidence in their ability to execute the Project and explanation of key considerations.

C. SECTION 2: TECHNICAL PROPOSAL

1. Project Schedule

Respondents shall submit a detailed “Project Schedule” and construction approach narrative which describes the Respondent’s overall approach to scheduling, sequencing, safety, and subcontracting (including any DBE participation). The Project Schedule should be in Gantt chart format and span the entirety of the design, development, and construction of the Project detailing major milestones and estimated dates of completion, to include, at minimum, the following elements:

- a. Targeted approval dates;
- b. Architecture/engineering design milestones;
- c. Finance milestones; and
- d. Construction milestones.





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2. Design Submittals

Respondents shall provide the following “Design Submittals” and related information:

- a. Design narrative that includes:
 - i. An executive summary of the design intent for the Project. Highlight the unique elements of the Proposer’s design solution and the associated benefits;
 - ii. Describe the intended architecture, materials, and systems for the substructure, super-structure, exterior walls, exterior glazing, and roofing; and
 - iii. How the design of the Project will meet affordability requirements and resident satisfaction.
- b. Site planning approach that includes:
 - i. A brief Site plan narrative;
 - ii. A presentation quality illustrative drawing of the Site plan and an aerial view site plan rendering.; and
 - iii. The Site plan, which shall include:
 1. Physical planning;
 2. Land use;
 3. Open space (including landscape character);
 4. Circulation and access; and
 5. Utilities.

The Site plan should distinctly differentiate between existing infrastructure, roads, and landscaped areas, and those that are being proposed as new or modified. It should identify the boundary of the Project footprint (“Area of Disturbance”), considering the area required for the proposed building(s), circulation features, utility corridors and easements, landscape features, storm water management features, Site access, and temporary staging area(s), including construction-related parking. Finally, the Site plan should include proposed building footprint(s) (with number of stories indicated on plan), circulation, locations of major above-ground infrastructure, outdoor Site development (e.g., green spaces), storm water management and water quality facilities, and landscaping concepts;

- c. Conceptual massing diagrams demonstrating the proposed site massing based on the Project’s proposed program; and
- d. Conceptual renderings of the building(s) including:
 - i. Aerial view; and
 - ii. Elevation views representing the full view of the Project boundary.

D. SECTION 3: FINANCIAL PROPOSAL

1. Pro Formas

Financial “Pro Formas” submitted shall be developed using Microsoft Excel, be unlocked, and contain the following worksheets:

- a. Assumptions: The assumptions worksheet shall be linked to all other worksheets within the Pro Forma and allow for manipulation of the assumptions to produce varying results

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during the evaluation of proposals. All cells that have assumptions that can be manipulated shall be colored in blue font. Assumptions shall allow Mountain Line to understand the following metrics:

- i. Program details (units / square footage);
 - ii. Rental rates by unit type (including % of units allocated to workforce versus market rate);
 - iii. Vacancy assumptions;
 - iv. Operating expenses; and
 - v. Debt / equity assumptions.
- b. Development Budget: The budget should include line-item budget details for the total development cost including detailed breakdown of professional fees (i.e., developer fee, design fee, construction management / OH&P). The developer fee % of total development cost excluding development fee, design fee % of hard cost, and construction management / OH&P % of total construction cost must not exceed those presented in the Initial Proposal.
- c. Annual Cash Flow Statement: Cash flow for each year of the ground lease term, including:
- i. Detailed revenue projections;
 - ii. Detailed operating expenses and reserve allocations;¹
 - iii. Management fee, which must not exceed the % of revenue presented in the Initial Proposal;
 - iv. Net Operating Income;
 - v. Debt-coverage;
 - vi. Exact dollar amounts for the proposed annual fixed ground rent or variable ground rent to be paid to Mountain Line, which should include any annual ground rent escalation (if applicable). As a note, the selection committee will evaluate returns on a 50-year basis for the purposes of comparing financial compensation back to Mountain Line; and
 - vii. Excess cash flow distributions.

2. Financial Narrative

Respondents must submit a narrative (“Financial Narrative”) that includes the following:

- a. Details and amount of each planned source of financing and the proposed capital structure;
- b. High-level debt financing terms (including how construction period financing is occurring);
- c. Proposed equity sources (if equity is applicable) and anticipated levered / unlevered IRR.
- d. Proposed alternate funding (i.e., grants or other public subsidy) needed to support the Project with the following included for each proposed opportunity:

¹ Operating Expenses should assume that the multi-family housing facility assets owned by Ground Lessee will be subject to applicable property taxes.





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- i. Description, source (body providing funding), and amount of expected funding;
- ii. Eligibility requirements;
- iii. Application requirements and timing; and
- iv. Proposed application plan and expected likelihood of receipt (including expected amount to be received).

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VIII. EVALUATION PROCESS & CRITERIA

A. EVALUATION PROCESS

The selection committee's evaluation will be a two-step process which involves shortlisting a subset of developers based on the Initial Proposals followed by the selection of a single preferred Respondent based on the subsequent submission of the shortlisted developers' Final Proposals. The following is an overview of the evaluation process:

1. Initial Proposals: The Initial Proposal is open to any interested developer who meets the requirements outlined in the RFP. Respondents must submit Initial Proposals which contain the requirements outlined for the Initial Proposal submission only according to the outlined deadline.
2. Shortlist: The selection committee will determine a shortlist of Respondents based on evaluation of Initial Proposals. The selection committee intends to shortlist no more than four (4) Respondents, but reserves the right to shortlist fewer or greater Respondents based on their sole discretion.
3. Final Proposals: Each Respondent on the shortlist will be invited to submit Final Proposals which will be evaluated by the selection committee in accordance with the criteria outlined herein. Mountain Line retains the right to include additional requirements as part of the Final Proposal if deemed necessary.
4. Team Oral Presentation/Interview: The selection committee may interview each Respondent on the shortlist so that they may present their credentials, comparable past work and any ideas they wish to share with the selection committee. Further details regarding the interview process will be distributed to invitees beforehand.
5. Final Selection: After conducting interviews, the selection committee will select the highest ranked Respondent as the preferred development partner.
6. 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 shortlisted 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.
7. Award: 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. Mountain Line expects to enter into a Memorandum of Understanding (or similar) with the selected partner that will be approved by the Board within 30 to 60 days following selection. This Memorandum of Understanding (or similar) will be immediately negotiated and executed following selection and the 120-day window is requested to start following Board approval.
 - a. 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.

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B. EVALUATION CRITERIA

The selection for both the Initial Proposal and Final Proposal processes will be based on the evaluation criteria listed below. In making its final determination, the selection committee will evaluate the Initial and Final Proposals, client references, interviews, 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.

EVALUATION CRITERIA – INITIAL PROPOSAL	MAX SCORE COMPOSITION
Overview	20%
Respondent Qualifications	40%
Financial Capacity & Fees	40%
Total Possible	100%

EVALUATION CRITERIA – FINAL PROPOSAL (NOT A REQUIREMENT AS PART OF INITIAL SUBMISSION PROCESS)	MAX SCORE COMPOSITION
Technical Proposal	45%
Financial Proposal	45%
Interviews	10%
Total Possible	100%

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IX. APPENDIX

A. DEFINED AND CONTROLLING TERMS

1. “Area Median Income” shall mean the midpoint of Flagstaff’s specific income distribution.
2. “Consultants” shall mean any subconsultants retained by the Respondent for the performance of any of the services to be provided by the Respondent for the workforce housing development Project.
3. “Final Proposal” shall mean the additional proposal requirements to be completed by developers selected as part of the shortlist process. The Final Proposal will have milestones and deadlines separate from the “Initial Proposal.”
4. “Firm,” “Qualified Respondent,” “Respondent,” and “Proposer” 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.
5. “Initial Proposal” shall mean the requirements to be completed by all developers. The Initial Proposal has clear milestones and deadlines outlined separate from the Final Proposal.
6. “Memorandum of Understanding” (or similar) shall mean an agreement between Mountain Line and the selected development partner (if any) outlining intentions and responsibilities.
7. “Mountain Line” shall mean the Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona.
8. “Project” shall mean the Project set forth in Section IV.
9. “Project Site” shall mean the Site outlined in Section IV.
10. “Purchasing Policy” shall mean Mountain Line’s Purchasing Policy which governs this procurement and is incorporated in this RFP by this reference.
11. “Response” or “Responses” shall mean the submitted Initial and/or Final Proposals submitted in response to this RFP.

B. MINIMUM REQUIREMENTS FOR RESPONDENTS

1. 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.

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2. 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 6 hereto.
3. 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.
4. Insurance: Respondent must provide proof of their ability to obtain sufficient insurance which will be required if selected as the preferred partner. Sufficient insurance can either take the form of payment and performance bonds in amounts of at least \$50 million or a payment bond with alternative performance coverage (i.e., subcontractor default insurance).
5. Failure to Meet Minimum Requirements: Any violation or failure to meet the requirements of this Instruction 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.

C. ADDITIONAL PROHIBITIONS AND RESTRICTIONS

1. 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 subconsultant 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 subconsultant Response to more than one (1) Respondent.
2. 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:
 - i. 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.
 - ii. 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

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- 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.
3. 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.
 4. 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. A Respondent's failure to abide by this requirement may result in rejection of a Response.
 5. 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.
 6. All Remedies Available: With regard to any violation of any of the provisions of these instructions 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 award 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 award, Mountain Line may, by written notice to the Respondent, cancel the award. In the event Mountain Line cancels the award 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.

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X. EXHIBITS

The following exhibits are provided separately on Mountain Line's procurement website (<https://mountainline.az.gov/services-programs/purchasing/>). The exhibits are provided for reference only and may not be relied upon by developers as accurate and up to date, Mountain Line does not guarantee the accuracy of any of the information provided.

1. Exhibit A: Landscape and Natural Resource Survey
2. Exhibit B: Site Survey
3. Exhibit C: ALTA Land Survey
4. Exhibit D: Arizona Public Service Electric Map

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XI. FORMS

The following forms must be completed and included as part of the Response and, unless otherwise indicated, are not included in the page count:

1. Authorization to Submit Response and Required Certifications
2. Proprietary and/or Confidential Information
3. Addendum Acknowledgement
4. Vendor Registration Form/Taxpayer I.D. Number
5. Current W9
6. Legal Worker Certification
7. Non-Collusion Affidavit
8. Conflict of Interest Certification
9. Anti-Lobbying Certification
10. Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters Certification
11. No Israel Boycott Certification
12. No Forced Labor of Ethnic Uyghurs Certification
13. Insurance Requirements Acknowledgement
14. False or Fraudulent Statements or Claims
15. Energy Conservation

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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 award will result in the negotiation of a Memorandum of Understanding (or similar), 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.

(Signature Required)

(Date)

(Print Name)

(Date)

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ATTACHMENT 2: 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.

(Signature Required)

(Date)

(Print Name)

(Print Title)

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ATTACHMENT 3: 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: _____

(Signature Required)

(Date)

(Print Name)

(Print Title)

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ATTACHMENT 4: VENDOR REGISTRATION FORM

Contact Name: _____

Agency/Company Name: _____

Phone Number _____

Email Address: _____

Address: _____

Description of Service: _____

Certified Disadvantaged Business Enterprise? Y___ N___

Tax Identification Number: _____

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Attachment 5: CURRENT W9

Document on next page

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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.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See specific instructions on page 2.

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

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

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

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

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

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

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

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

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

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

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

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

Cat. No. 10231X

Form W-9 (Rev. 11-2005)

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ATTACHMENT 6: 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.

(Signature Required)

(Date)

(Print Name)

(Print Title)

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ATTACHMENT 7: NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
) ss

COUNTY OF COCONINO)

_____ being first duly sworn, deposes and says:

That he/she is the _____ of _____
(Title) (Name of Firm)

submitting this Response in response to the RFP identified below.

That, in connection with the above-mentioned Project, neither he/she, nor anyone associated with the aforesaid Firm, has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of A.R.S. § 34-251, as amended.

(Signature of Affiant)

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____
(Notary Public)

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ATTACHMENT 8: 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.

(Signature Required)

(Date)

(Print Name)

(Print Title)

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ATTACHMENT 9: 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.

(Signature Required) (Date)

(Print Name) (Print Title)





ATTACHMENT 10: DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS CERTIFICATION

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.





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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.

(Signature Required)

(Date)

(Print Name)

(Print Title)

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ATTACHMENT 11: 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.

(Signature Required)

(Date)

(Print Name)

(Print Title)

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ATTACHMENT 12: 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.

(Signature Required)

(Date)

(Print Name)

(Print Title)

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ATTACHMENT 13: 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	\$2,000,000





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(other than Products/Completed Operations)

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)

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

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

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

6. Pollution Legal Liability
- | | |
|---------------------|-------------|
| Per Claim/Aggregate | \$1,000,000 |
|---------------------|-------------|

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

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

7. Other Requirements

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

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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.

(Signature Required)

(Date)

(Print Name)

(Print Title)

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ATTACHMENT 14: FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

Mountain Line and the Contractor acknowledge and agree that:

- i. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31.
- ii. By executing the Underlying Agreement, Mountain Line and the Contractor certify and affirm to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the parties provide to the Federal Government.
- iii. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if Mountain Line or the Contractor present, submit, or make available any false, fictitious, or fraudulent information.

a. Criminal Fraud. Mountain Line and the Contractor acknowledge that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C chapter 53 or any other applicable federal law.

(Signature Required)

(Date)

(Print Name)

(Print Title)

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ATTACHMENT 15: ENERGY CONSERVATION

Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

(Signature Required)

(Date)

(Print Name)

(Print Title)

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