



THE ARIZONA BOARD OF REGENTS

for and on behalf of

NORTHERN ARIZONA UNIVERSITY

**REQUEST FOR QUALIFICATIONS
for
ARCHITECTURAL AND ENGINEERING DESIGN PROFESSIONAL
SERVICES**

**BUS STORAGE & MAINTENANCE FACILITY
Project No. 09.999.191**

DUE DATE/TIME: Tuesday, May 5, 2020, at 2:00PM Arizona Local Time

**ARIZONA BOARD OF REGENTS TRI UNIVERSITY MASTER CONTRACTS
STANDARD FORM 2015 EDITION**

Time and Date of Pre-Submittal Conference **Thursday, April 16, 2020, at 10:00AM Arizona Local Time**
Deadline for Inquiries **Friday, April 24, 2020, at 2:00PM Arizona Local Time**
Time and Date Set for Submittal **Tuesday, May 5, 2020, at 2:00PM Arizona Local Time**

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This Request for Qualifications is separated in two parts: Part I - General Requirements, and Part II - Attachments. The Attachments of Part II are part of the Request for Qualifications and the terms, conditions, and criteria therein must be met by any proposer.

DIVISION I - ADVERTISEMENT

Arizona Board of Regents ("ABOR"), for and on behalf of Northern Arizona University ("University" and/or "Owner") extends an invitation to interested design professional firms to submit in writing their qualifications to provide design services for the **Bus Storage & Maintenance Facility, NAU Project #09.999.191** on the NAU Flagstaff Campus. This solicitation follows the methodology prescribed by Section 3-804 of the University Procurement Code.

This project is initially for the programming and design development of a new bus storage and maintenance facility. It will include evaluating numerous campus locations to determine the best-suited site based on stakeholder needs and NAU Mountain Campus criteria. The Bus Storage & Maintenance Facility is a collaboration between NAU and Mountain Line. Following final selection, the successful Offeror will evaluate up to four different site locations as part of the scope of services. Square footage, functions, & project budget are to be determined in the programming phase. This new bus storage and maintenance facility will house the majority of NAU's bus fleet as well as a few of the Mountain Line's articulated buses that run campus routes. Project objectives and facility features may include:

- secure indoor climate controlled and covered outdoor storage for the entire NAU bus fleet and a few Mountain Line buses;
- onsite renewable and/or green energy generation;
- bus wash facility;
- offices, administrative spaces, & driver support areas;
- maintenance bays & storage cribs;
- training/conference room;
- Evaluation of the site's potential for future Park N Ride;
- CDL test course;
- evaluation of facility operations, maintenance & cost of ownership;
- designed to support the future growth of NAU and Mountain Line;
- Internet of Things (IOT) and connected/autonomous vehicle design considerations;
- work with the formal partnership of NAU & Mountain Line as well as other agency stakeholders such as City of Flagstaff, Coconino County, Flagstaff Unified School District, & Arizona Department of Transportation to meet the needs of each organization;
- evaluation of facility design criteria to support a future zero emission bus transition plan including infrastructure to support and grow with the transition of the fleet(s);
- Presentation of a design solution that allows for a phased implementation and future building additions such as a parking structure.

The University is seeking a design team with experience in transit storage and maintenance facilities, campus multi-modal planning, bus transit infrastructure, architecture, and engineering. Firms submitting a Statement of Qualifications (SOQ) must demonstrate comparable project-type experience.

A construction budget is not currently identified.

Any individual(s) or firm(s) proposing to perform engineering services must be appropriately licensed / registered in the State of Arizona at the time of submission of the Qualifications.

A pre-qualifications conference will be held on Thursday, April 16, 2020 at 10:00 AM, Arizona Local Time, as a virtual meeting via Zoom. Details on how to join the Zoom meeting are located in Division III of this RFQ.

Individuals or firms who wish to visit campus may do so on their own, but NAU will not entertain any conversation outside of the process outlined in this document. All vehicles parking on campus must have a permit. See <https://in.nau.edu/university-transit-services> for more information.

SCHEDULE OF DEADLINES

Advertise for Services:

Tuesday, April 7 – Friday 10, 2020

Pre-Submittal Conference:

Thursday, April 16, 2020, at 10:00AM Arizona Local Time

Qualifications Due:

Tuesday, May 5, 2020, at 2:00PM Arizona Local Time

Interviews with Shortlisted Firms (Optional):

Thursday, May 28 or Friday, May 29, 2020 (tentative)

Begin Contract Period:

July - August 2020

Offeror's Request for Qualifications packages may be obtained from the University Planning, Design and Construction website at <https://in.nau.edu/facility-services/bids-rfq/> after 3:00PM, Arizona Local Time, on Tuesday, April 7, 2020.

Sealed Qualifications are due no later than Tuesday, May 5, 2020. At 2:00PM Arizona Local Time. Responses to the RFQ shall be received in Facility Services, Building #77, at the Front Reception Desk, 501 E. Pine Knoll Drive, Flagstaff, Arizona 86011 (<https://nau.edu/maps>) or mail to Northern Arizona University, Box 6016, Flagstaff, Arizona, 86011. **Attention: Judith Scholar Winfield, Contract Administrator, PDC. If mailing the Qualification by courier (ex. FedEx, UPS) please use the street address noted above.**

Received sealed qualifications will be opened immediately following the 2:00 PM deadline and Planning, Design and Construction shall publicly announce the names of those firms submitting a response to this RFQ on Zoom Meeting Link provided below. In person attendance shall not be permitted at this time.

Join Zoom Meeting - 09.999.191 - Bus Storage & Maintenance Facility RFQ Opening
Time: May 5, 2020 02:05 PM Arizona

<https://nau.zoom.us/j/590452911>

Meeting ID: 590 452 911

One tap mobile

+16699006833,,590452911# US (San Jose)

+13462487799,,590452911# US (Houston)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 253 215 8782 US

Meeting ID: 590 452 911

No telephonic, electronic, or facsimile Offer shall be considered. Offers received after the date and time set for opening will be rejected. The University reserves the right to extend the time and date set for opening.

The Board of Regents reserves the right to reject any or all Statements of Qualifications, to waive or decline, to waive irregularities in any Statement of Qualifications, or to withhold the award for any reason it may determine. Women owned and minority owned firms are encouraged to apply. Persons with a disability may request a reasonable accommodation.

All correspondence relating to this Request for Qualifications should be addressed to:

NAU Facility Services
Attention: Judith Scholar Winfield
PO Box 5637
Northern Arizona University
Flagstaff, Arizona 86011
Email address: judith.scholarwinfield@nau.edu

ARIZONA BOARD OF REGENTS
By: Dan Okoli

VP of Capital Planning and Campus Operations

DIVISION II – PROJECT DESCRIPTION AND SCOPE OF SERVICES

ARIZONA BOARD OF REGENTS **REQUEST FOR QUALIFICATIONS (RFQ)**

Arizona Board of Regents (“ABOR”), for and on behalf of Northern Arizona University (“University” and/or “Owner”) extends an invitation to interested design professional firms to submit in writing their qualifications to provide design services for the **Bus Storage & Maintenance Facility, NAU Project #09.999.191** on the NAU Flagstaff Campus. This solicitation follows the methodology prescribed by Section 3-804 of the University Procurement Code.

Any individual(s) or firm(s) proposing to perform architectural and engineering services, environmental services, pre-construction and construction services must be appropriately licensed / registered in the State of Arizona at the time of submission of the Qualifications.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

This project is initially for the programming and design development of a new bus storage and maintenance facility. It will include evaluating numerous campus locations to determine the best-suited site based on stakeholder needs and NAU Mountain Campus criteria. The Bus Storage & Maintenance Facility is a collaboration between NAU and Mountain Line. Following final selection, the successful Offeror will evaluate up to four different site locations as part of the scope of services. Square footage, functions, & project budget are to be determined in the programming phase. This new bus storage and maintenance facility will house the majority of NAU's bus fleet as well as a few of the Mountain Line's articulated buses that run campus routes. Project objectives and facility features may include:

- secure indoor climate controlled and covered outdoor storage for the entire NAU bus fleet and a few Mountain Line buses;
- onsite renewable and/or green energy generation;
- bus wash facility;
- offices, administrative spaces, & driver support areas;
- maintenance bays & storage cribs;
- training/conference room;
- Evaluation of the site's potential for future Park N Ride;
- CDL test course;
- evaluation of facility operations, maintenance & cost of ownership;
- designed to support the future growth of NAU and Mountain Line;
- Internet of Things (IOT) and connected/autonomous vehicle design considerations;
- work with the formal partnership of NAU & Mountain Line as well as other agency stakeholders such as City of Flagstaff, Coconino County, Flagstaff Unified School District, & Arizona Department of Transportation to meet the needs of each organization;
- evaluation of facility design criteria to support a future zero emission bus transition plan including infrastructure to support and grow with the transition of the fleet(s);
- Presentation of a design solution that allows for a phased implementation and future building additions such as a parking structure.

The University is seeking a design team with experience in transit storage and maintenance facilities, campus multi-modal planning, bus transit infrastructure, architecture, and engineering. Firms submitting a Statement of Qualifications (SOQ) must demonstrate comparable project-type experience.

Mountain Line and NAU are working in partnership with the Federal Transit Administration (FTA) under a federal grant reserved for this project and awarded to Mountain Line from the FTA and other possible

sources. **The project must conform to federal, state and local design and accessibility standards, campus and community building and development codes, sustainability goals and visual acceptability. Proposers should be aware that all federal regulations and certifications etc. that apply to federally funded design and construction projects generally apply to the design and construction of this project and proposers are to become familiar with these, including Davis-Bacon and other labor standards, DBE, ADA, Civil Rights, Seismic Safety, Buy America etc.** Proposers should inquire about these requirements prior to submittal of qualifications or proposals if they are not familiar with or do not understand them.

PROJECT SCHEDULE

Final Design Development Package:	May 2021
Construction Drawings:	TBD
Substantial Completion:	TBD
Final Completion:	TBD

PROJECT LOCATION AND SITE DESCRIPTION

Northern Arizona University is located on a volcanic plateau at the base of the San Francisco Peaks, the highest mountains in Arizona. The 686-acre main campus is located in Flagstaff, Arizona. Flagstaff is a four-season city located at an elevation of 7,000 feet. Because the campus is at an elevation of 7000 feet, the climate is vigorous, with cold winters and mild summers. Diurnal temperature changes are considerable, resulting in average first and last occurrences of 32° F. in September and June. Temperature extremes range from -32° F. to 97° F., with average minimums in January of 14° F. The mountain campus includes approximately 170 buildings with over 6.9 million square feet, including buildings in the Arizona Normal School Historic District which exceeds 90 years of age. The University is governed by the Arizona Board of Regents (ABOR) and is a fully accredited institution of higher learning supported by the State of Arizona.

The proposed sites to be evaluated and considered for the project are included in Attachment L.

DIVISION III – OPTIONAL PRE-SUBMITTAL CONFERENCE

An optional Pre-Qualifications Conference to be held at:

DATE:	Thursday, April 16, 2020
TIME:	10:00AM Arizona Local Time
LOCATION:	<p>ZOOM Video Conference</p> <p>Register in advance for this meeting: https://nau.zoom.us/meeting/register/tJ0tceutqTgqYoVkObGpwqhkm6aDucENIA</p> <p>After registering, you will receive a confirmation email containing information about joining the meeting.</p>

The ZOOM platform will allow up to 100 participants per conference.

The conference may be recorded and may be posted as soon as possible following the conference on the following webpage: <https://in.nau.edu/facility-services/bids-rfq/> .

At this pre-submittal conference, University staff will discuss the scope of work, general contract issues, and respond to questions from the attendees. As University staff will not be available to respond to individual inquiries regarding the project outside of this pre-submittal conference, it is strongly recommended that interested firms attend the pre-submittal conference.

Neither Offerors, nor members of their team, shall communicate concerning this project with selection committee members, students, and employees of the University, except as stipulated above. **Failure to abide by this requirement may result in rejection of the Offeror's Statement of Qualifications.**

DIVISION IV – SELECTION CRITERIA

A selection committee will evaluate the Statement of Qualifications submitted in response to this RFQ.

Basis of award: A selection committee will evaluate the Statement of Qualifications submitted in response to this RFQ based on a series of criteria identified under Evaluation Criteria. Offerors determined to be most qualified to perform the specified design professional services will be short-listed and may be sent an invitation to attend an interview. Interviews, if held, will be conducted in accordance with the requirements set out in Section 3-804 of the University Procurement Code and may be held by ZOOM video conference.

Evaluation Criteria:

<u>Criteria</u>	<u>Maximum Points</u>
(A) Introduction	10
(B) Prime Firm Project Experience	70
(C) Prime Team Member Experience	50
(D) Subconsultant Experience	50
(E) Understanding of the Project/Additional Firm Experience	70
(F) Project Management Controls and Team Approach	70
(G) Work Location	5
(H) Overall Evaluation of the Firm	15
(I) Submittal Certification	0
(J) Resumes	0
Total	340

Deviations and Exceptions: Deviations from the stated requirements or exceptions stipulated by an Offeror in their SOQ may result in disqualification. Language to the effect that Offeror does not consider this solicitation part of the contract may result in rejection of the Offeror's SOQ. Further qualification requirements are outlined in Division V – Statement of Qualifications Requirements.

(A) INTRODUCTION (10 points max)

1. Please provide an introductory cover letter highlighting the prime firm's or (if a legal joint venture) prime team's qualifications for this particular project. Ensure that it is clear with which firm the University will be contracting. Also, indicate the following information for the **primary point(s)-of-contact** of the prime firm:
 - a. Name
 - b. Telephone number
 - c. **Direct e-mail address – e-mail with this point-of-contact will be the University's primary form of communication with the firm.**
2. Additionally, the license number(s) of the prime architect or engineer for this project must be included. Please note, any firms that are submitting as a joint venture or another legal partnering agreement must submit the contract for the formal arrangement before an interview, if shortlisted.
3. Provide an organization chart that represents the intended roles, responsibilities, authorities, and relationships. Please include all key sub-consultant members of the team.

(B) PRIME FIRM PROJECT EXPERIENCE (70 pts max)

Describe a **minimum of five (5) and a maximum of seven (7) projects** similar in terms of project type, size, complexity, budget, and schedule where the Offeror's firm was Engineer of Record or Architect of Record.

The listed projects must demonstrate, through previously completed work, that the firm has developed expertise to provide the services as required for this project.

For each project listed, please provide:

- a) A description of the project, including the name of the institution and the size of the institution (number of buildings and acreage).
- b) The role of the firm on the project.
- c) The name and role of all the sub-consultants you used on these projects.
- d) Features of the design that showcase your firm's unique perspective.
- e) The original agreement schedule by listing Start Date and Completion Date, and the actual start and completion dates, along with an explanation of any differences.
- f) The name of individuals from the proposed team who worked on the projects listed in this section, and what their role was on these past projects.
- g) The name and current phone number of the Owner's Project Manager or other representative from the Facilities Management/Construction Department for the project.

A higher evaluation weighting will be applied to those firms who can substantiate successful demonstrated experience on:

- Projects that have included bus storage and maintenance facilities
- Projects that have performed campus multimodal planning and design
- Projects that have coordinated with numerous stakeholders from different agencies
- Projects that have performed bus transit improvements on a university campus
- Projects at similar climates and elevations
- Projects which were completed utilizing federal funding
- Projects that were completed by the proposed team for this project (including prime firm and subconsultants team members).

(C) PRIME TEAM MEMBER EXPERIENCE (50 pts max):

1. Identify the specific individuals from the prime firm who are proposed to be assigned to this project, including their expertise working on similar projects. Resumes are to be included under Section (J). Clearly identify the specific individual(s) responsible for the following roles:
 - the person who will lead the design development effort;
 - the person who will be responsible for day-to-day management of the project, and coordination and communication with the University and its partners during all project phases;

- the person(s) who will lead the specialty and other engineering design efforts;
 - the person(s) who will lead the project documentation efforts.
2. For each key person identified above, provide their length of time with the firm and at least two (2) comparable projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the firm in Section (B) above, provide only the project name and the role of the key person.

For other projects provide the following:

- a. Description of project
 - b. Role of the person
 - c. Project owner
 - d. Reference information (current name with telephone number for each project listed)
3. Describe the current workload and availability of the designated prime team to service the project (include existing projects, pending projects, and this proposed project).

(D) SUBCONSULTANT EXPERIENCE (50 pts max):

1. Identify the key subconsultant firms, and their primary personnel, who are proposed to be on the team for this project. Resumes are to be included under Section (J). For each firm identified, list **up to five (5) comparable projects** in which they have played a comparable subconsultant role. If a project selected is the same as one selected for the prime firm in Section (B) above, provide only the project name and the role of the firm, along with a more detailed role of the subconsultant scope.

For other projects provide the following:

- a. Description of project
 - b. Role of the firm and team member names
 - c. Project owner name
 - d. Reference information (current name with telephone number for each project listed)
2. Describe each key subconsultant's team member's experience with comparable projects, and clarify how these team members contributed to the success of these projects. For example, by managing Owner's requirements, energy efficiency, budget constraints, etc....
 3. Describe each key subconsultant's experience working with the prime firm.

A higher evaluation weighting will apply to those Offerors who can provide a subconsultant team that has comparable experience and a history working with the Prime Firm in successfully completing the projects listed in Section (B).

(E) UNDERSTANDING OF THE PROJECT/ADDITIONAL FIRM EXPERIENCE (70 pts max):

1. Discuss the major opportunities and challenges your team has identified on this project, and describe how you intend to address those issues.
2. How would your firm give this project its own identity while keeping it cohesive to the rest of campus?

3. How will the information in Attachment L, NAU Bus Storage & Maintenance Facility Potential Sites, inform your design?
4. Other than projects previously listed, describe any additional experience or unique capabilities your firm/team has that is relevant to this project.

(F) PROJECT MANAGEMENT CONTROLS AND TEAM APPROACH (70 pts max):

The success of a project is defined by the engaged participation of every single team member, from both the prime firm and its subconsultants. When answering the questions below, please make sure to consider every team member's contribution.

1. Design Management
 - a. Describe how your firm uses virtual design to provide certainty of project outcomes, communicate the design to stakeholders, and manage cost.
 - b. Explain how your firm handles a situation where the Owner's Design Guidelines or Technical Standards may not be suited to the project's goals?
2. Budget Methodology and Cost Control
 - a. Explain how constructability, recommendations by the Construction Manager at Risk, value engineering, and other design phase cost controls will be utilized; Note that a Construction Manager at Risk will not be involved in this phase.
 - b. Define how federal funding will impact this project's scope, objectives, and deliverables.
3. Quality Control
 - a. Summarize your approach to quality control and quality assurance during planning, design, and construction administration.
 - b. Explain how your firm will ensure necessary communication to the entire team and produce properly executed drawings for this project.
4. Schedule Control
 - a. Provide a proposed design project schedule with recommended phasing for GMP and construction packages (site/foundations and building/systems).
 - b. Provide information on how to manage the schedule in working within the guidelines of University's design guidelines and technical standards, permit process, and general construction procedures.
5. Sustainability
 - a. Summarize your firm's approach to sustainability.
 - b. Describe how your team will incorporate life cycle planning, transit operations analysis, durability, water conservation, and other sustainable design aspects into this project.
6. Universal Design
 - a. Summarize your firm's approach to universal design.
 - b. Describe how this project will address accessibility and universal applications.

(G) WORK LOCATION (5 points max):

1. Indicate the proximity of the Offeror's (and subconsultants') office to the Northern Arizona University campus in Flagstaff, Arizona and your related ability to efficiently respond to all issues associated with the project. Include any logistical challenges and solutions to your current location to the project location.
2. Define the team's familiarity with the potential project location(s) with respect to topography, climate, regulations, codes, and other unique requirements.

(H) OVERALL EVALUATION OF THE FIRM (15 points max): This is the overall evaluation of the firm/team and its perceived ability to provide the required services, as determined by the selection panel members. No submittal response is required.

(I) SUBMITTAL CERTIFICATION (no points): Include completed Attachment A and Attachment B (RFQ Submittal Certification and No Participation in Boycott of Israel Certification) found in Part II of this Request for Qualifications.

(J) RESUMES (no points): Resumes will help us determine the level of skills and qualifications of each proposed individual related to this specific type of project. Resumes for each key team member, including both prime firm and subconsultants, shall contain employee information only and no additional company information. Resumes shall be limited to a maximum length of one page per person.

DIVISION V – SUBMITTAL REQUIREMENTS

Submit RFQ response using the format, listed in Division IV, in order and index tabbed to match. Failure to follow instructions regarding format may result in rejection of Offer.

RFQ responses to be submitted as:

- One (1) complete SOQ in an 8.5" x 11" format, using double-sided printing, spiral bound, and clearly marked as original and three (3) copies clearly marked as copies for a total of four (4).
- One (1) digital copy of the complete SOQ in a single PDF file on a USB flash drive.
- Use a font size no less than 10 points.
- Limit SOQ to twenty-five (25) pages for Division IV Items A through G. Item H – Overall Evaluation of the Firm does not require a response. Item I – Submittal Certification and Item J – Resumes are excluded in the twenty-five (25) page count. A page is defined as any side of the paper that has content (i.e. a piece of paper printed with information on both sides is considered two pages). **Front and back covers, Table of Contents pages and tabbed divider pages will not be counted if they do not contain submittal information. Resumes should not include project pictures or general firm information.**
- On the outside of the sealed submittal package display the Offeror's name, project title and project number.

RFQ responses to be sent or delivered to:

Facility Services Building, Building No. 77
Front Reception Desk
Flagstaff, Arizona (southwest corner of Pine Knoll Drive and San Francisco Drive)

- or -

NAU Facility Services
PO Box 6016
Flagstaff, Arizona, 86011

- or for FedEx/UPS/Other Courier -

NAU Facility Services
501 E. Pine Knoll Dr.
Building 77, Main Entrance Reception Desk
Flagstaff, Arizona, 86011

Attention: Judith Scholar Winfield, Contract Administrator, Planning, Design & Construction

Note: **THE DESIGN PROFESSIONAL SHALL NOT SUBMIT OR COMMUNICATE, IN ANY FORM TO THE UNIVERSITY, ANY INFORMATION ON FEES, PRICE (HOURLY RATES), MAN-HOURS OR ANY OTHER ASSOCIATED COST INFORMATION. ARIZONA LAW PROHIBITS THE UNIVERSITY FROM CONSIDERING ANY INFORMATION ON FEES, PRICE (HOURLY RATES), MAN-HOURS OR ANY OTHER COST INFORMATION DURING THE REQUEST FOR QUALIFICATIONS (RFQ) COMPETITION.** Accordingly, any sealed formal qualifications that contain any information of this type will be deemed non-responsive, will not be considered, and will be returned to the DP. This exclusion of information applies to the DP's formal sealed qualifications, to any discussion/interview and to all other aspects of the RFQ competition.

Please be advised that failure to comply with the following criteria may be grounds for disqualification:

- The number of originals and/or copies of the RFQ response specified.
- Adherence to the maximum page requirement for the SOQ.
- Deposit of qualifications in correct location.
- Submitting pricing information, which is not allowed at the RFQ stage.
- Failure to provide required information
- Inappropriate communication (see Division VII – Restriction on Communications)

DIVISION VI – THE SELECTION PROCESS AND PROJECT SCHEDULE

SELECTION PROCESS. A Selection Committee will evaluate and score each submitted Statement of Qualifications to arrive at a shortlist of no less than three (3) and no more than five (5) Offerors, who may be required to participate in interviews. The University reserves the right to determine the interview process an optional component and proceed, at its discretion, to verify references. If an interview is held, the Selection Committee may secure additional information and additional reference checks or visit completed projects following the interview.

SCHEDULE OF DEADLINES

Advertise for Services:	Tuesday, April 7 – Monday, April 13, 2020
Pre-SOQ Meeting:	Thursday, April 16, 2020, at 10:00AM Arizona Local Time
Deadline for Inquiries:	Friday, April 24, 2020, at 2:00PM Arizona Local Time
Qualifications Due:	Tuesday, May 5, 2020, at 2:00PM Arizona Local Time
Interviews with Short-listed Firms (optional):	Thursday, May 28 or Friday, May 29, 2020 (tentative)
DP Selection	June 2020
Begin Contract Period:	July-August 2020

DIVISION VII – GENERAL INFORMATION

DEFINITIONS. All definitions are per ABOR Policy, the Construction Agreement, and NAU's Design Guidelines and Technical Standards, unless otherwise defined within.

SOLICITATION OF STATEMENT OF QUALIFICATIONS BY FACILITY SERVICES. All solicitations are performed in accordance with University policies and procedures.

INFORMAL QUESTIONS. If you have informal questions about technical formatting regarding your Request for Qualifications or if you have informal questions about the purchasing process, please contact:

Judith Scholar Winfield

Tel: (928) 523-4468

NAU will answer informal questions verbally. NAU makes no warranty of any kind as to the correctness of any verbal answers and uses this process solely to provide minor clarifications rapidly. Verbal statements or instructions shall not constitute an amendment to this RFQ. Offerors shall not rely on any verbal responses from NAU. If you have formal questions about any part of this Request for Qualifications, which could result in a material issue or a formal amendment to this RFQ, see INTERPRETATIONS AND ADDENDA below.

INTERPRETATIONS AND ADDENDA. Should an Offeror find any ambiguity, inconsistency or error in the Request for Qualifications, or should the Offeror be in doubt as to its meaning, he/she shall at once notify the Contract Administrator, in writing, who will send a written addendum by email to all Offerors who are on record with Facility Services as having requested to be on the NAU Design Professional or Contractor Listserv, as appropriate for this RFQ. . All addenda will also be posted on NAU's website <https://in.nau.edu/facility-services/bids-rfq/>. Neither NAU nor its representatives will be responsible for verbal instructions or information. Interpretation or correction of the RFQ will be made only by written addendum. The University is not responsible for any other explanations or interpretations of the RFQ.

If an Offeror on the Final Shortlist fails to receive any addendum, or should fail to acknowledge receipt of same, the Offeror shall have the option of staying on the Final Shortlist under the terms of the Request for Qualifications or of withdrawing from the Final Shortlist in which event the next most qualified Offeror may be added to the Final Shortlist. The Owner is not responsible for assuring delivery of addenda to any Offeror. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or reissue of the Request for Qualifications.

This RFQ, the Qualifications of the successful Offeror(s) and any addenda issued by the Owner during the RFQ period are to be included in and will become a part of the agreement when awarded. Offeror to acknowledge receipt of addenda on the Certification form in the space provided, on the RFQ Qualifications Certification, see Attachment A.

All formal inquiries or requests for significant or material clarification or interpretation, or notification to NAU of errors or omissions relating to this RFQ must be directed, in writing, by email, to:

Judith Scholar Winfield, Contract Administrator
Planning, Design and Construction
Facility Services
Northern Arizona University
P.O. Box 6016
Flagstaff, AZ 86011
Email address: judith.scholarwinfield@nau.edu

Such requests must be submitted on a copy of the Qualifications Inquiry Form in Attachment C of this RFQ. All formal inquiries must be submitted before the time and date set for this RFQ. Failure to submit inquiries by the deadline may result in the inquiry not being answered.

RESTRICTION ON COMMUNICATIONS. Neither Offerors nor members of their team shall communicate concerning this Project with Selection Committee members, students, and employees of NAU, except as stipulated above. **Failure to abide by this requirement may result in rejection of the Offeror's Statement of Qualifications.**

PROPRIETARY INFORMATION. If Offeror submits any information considered proprietary, it must be placed in a separate envelope and marked "Proprietary Information". If Owner concurs, this information will not be considered public information. Owner's Legal Counsel is the final authority as to the extent to which material is considered proprietary or confidential. The Owner assumes no liability for disclosure or use of unmarked data. Unless identified, information submitted in response to this RFQ may be disclosed pursuant to the applicable Arizona Public Records Law and applicable Arizona Revised Statutes.

PROFESSIONAL LICENSE/REGISTRATION IN ARIZONA. Any individual or firm that is proposing to perform architectural or engineering services must be appropriately licensed / registered in the State of Arizona at the time of submission of the qualifications.

ARIZONA OFFICE. The successful Offeror will be required establish an office, if one does not already exist, in the State of Arizona. Compliance with this requirement can be satisfied in either of two ways.

- 1) Before the Offeror submits a Statement of Qualifications in response to this Request, it may associate with a firm having an office within the state of Arizona, to be evidenced by a written association agreement and included with your RFQ response
- 2) After an Offeror is selected and prior to execution of the Agreement, the Offeror will have established an office in Arizona. An office within the state is evidenced by a mailing address, telephone number, payment of utilities, registration with the Corporation Commission, and possession of appropriate business licenses.

RELATED WORK. The successful firm awarded a contract may be awarded additional work at Owner's discretion for any other modifications or renovations at the project site through the warranty period of the project, which may be authorized under a separate contract.

OFFERORS INTERESTED IN MORE THAN ONE RFQ RESPONSE. No person, firm, partnership, or corporation, shall be allowed to submit as a prime firm/team member on more than one (1) Statement of Qualifications for architectural and engineering services on the same project. A person, firm, partnership, or corporation, who has submitted as a sub-consultant to an Offeror, is disqualified from submitting a Statement of Qualifications for the project as a prime Offeror. A person, firm, partnership, or corporation shall be allowed to submit a sub-consultant Statement of Qualifications to more than one (1) Offeror.

OBLIGATIONS. This RFQ does not obligate the Owner to pay any costs incurred in the preparation and submission of Statement of Qualifications nor to enter into a Then agreement with any of the applicants.

SITE VISIT. In advance of negotiating an agreement for design professional services, the highest ranked Offeror may be requested to participate in a site visit with representatives of the Owner to become familiar with the project site and to discuss the Owner's needs. The Offeror's team members in charge of the project, including those from each of the sub-consulting firms, shall attend the meeting.

WITHDRAWAL OF STATEMENT OF QUALIFICATIONS. Statement of Qualifications may be withdrawn

either personally or by written request any time before the scheduled date and time set for receipt.

AWARD OR REJECTION OF STATEMENT OF QUALIFICATIONS. Owner has the right to cancel this Request for Qualifications, to reject any or all Statement of Qualifications, and to waive or decline to waive any irregularities in any submitted Statement of Qualifications, or to withhold the award for any reason it may determine in the best interest of Owner and also reserves the right to hold open any or all Statement of Qualifications for a period of NINETY (90) DAYS after the date of opening thereof and the right to accept a Statement of Qualifications not withdrawn before the scheduled opening date.

ACCEPTANCE OF CONTRACT DOCUMENTS. NAU has developed standard forms of Design Professional Contracts and has incorporated relevant provisions from MOUNTAIN LINE's standard forms of Design Professional Contracts. If selected, as the Design Professional for this Project, a Respondent agrees to execute this form of Contract Documents. Provisions in a Response that conflict with, and/or exceptions to, and/or requests for changes in, NAU's contract terms, Special Conditions, Exhibits and/or other Contract Documents, including the relevant Mountain Line contract terms, may result in a Response being considered nonresponsive and rejected. By submitting a Response, Respondent also acknowledges its understanding and agreement that NAU may make changes in the standard form of contract documents and that therefore the form of contract documents presented to the successful Respondent may be different from the form of contract documents referenced above, in which case the successful Respondent will be given the opportunity to review the changes.

CONTRACT DOCUMENTS: The Contract Documents may include, without limitation, this RFQ, any addenda to this RFQ issued by NAU, the SOQ of the successful Respondent, and such other terms as NAU determines are in its best interest and appropriate for the Project.

NEGOTIATION OF THE AGREEMENT. Owner may proceed to negotiate a contract for services at a compensation which the Owner determines to be fair and reasonable. In making this decision, Owner may take into account the estimated value of the scope of services, the complexity, and the professional nature of the services to be rendered. If Owner is unable to negotiate a satisfactory contract with the Offeror considered to be the most qualified, at a price determined to be fair and reasonable, negotiations with that Offeror will be formally terminated. Owner may then undertake negotiations with the next most qualified Offeror in sequence until an agreement is reached or a determination is made to reject all Statements of Qualifications. The Owner will negotiate a fee for total services, along with a fee break down per each individual phase of the work. The Owner will negotiate Reimbursable Expenses, along with a breakdown of each expense category per each individual phase of the work.

DELIVERY OF INSURANCE POLICIES OR CERTIFICATES AND EXECUTION OF AGREEMENT. Promptly after selection of the most responsible and responsive Offeror, Offeror will begin creating a priced proposal based on the DP Agreement to be executed by the successful Offeror. This DP Agreement will be the form in Attachment D or Owner's then current form of agreement. The successful Offeror shall execute and return to Owner the Agreement within ten (10) days after receipt of the Agreement issued after negotiation of the priced proposal. Failure to return the executed copies of the Agreement may result in rejection of the successful Offeror's Statement of Qualifications and withdrawal of the award. Within three (3) days of issuance of the DP Agreement, the successful Offeror shall deliver to Owner the required insurance policies or certificates in a form satisfactory to Owner. Failure to do so may result in rejection of the successful Offeror's Statement of Qualifications and withdrawal of the award.

OWNERSHIP OF DOCUMENTS. The Offeror's attention is directed to the DP Agreement, concerning ownership and use of the Design Professional's documents.

RETURN OF STATEMENT OF QUALIFICATIONS. Owner will not return any Statement of Qualifications that are submitted.

AIR POLLUTION. In accordance with an executive order titled 'Air Pollution Emergency Proclamation' modified by the Governor of Arizona on July 16, 1996, the Owner requests that all products used in the performance of any agreement that results from this solicitation be of low- or no-content reactive organic compounds, to the maximum extent possible.

SMALL AND SMALL DISADVANTAGED BUSINESS. Owner is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the successful Offeror will make every effort to use SB & SDB in the performance of any contract resulting from this Request for Qualifications. Include a statement within your firm's Statement of Qualifications as to whether or not any of your sub-consultants falls under into either of these categories.

POLICIES. Owner's policies are listed online at: <https://nau.edu/university-policy-library/>. Offeror shall abide by Owner's policies when performing work on behalf of Owner.

PROTESTS. Owner believes that it can best maintain its reputation for treating contractors and/or suppliers 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 Offeror feels that Owner has fallen short of these goals, Offeror may submit a protest pursuant to the Arizona Board of Regents procurement procedures, Section 3-809, in particular Section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does provide the information to initiate a protest. First, the individual or group has to be an "interested party". "An interested party" is an actual or prospective contractor submitting a Statement of Qualifications whose direct economic interest may be affected by the issuance of a solicitation, the award of a Then agreement, or by the failure to award a Then agreement. Whether an actual prospective contractor has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. Second, the protest must be submitted in a timely manner. In procurements requesting Statements of Qualifications, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial Statement of Qualifications shall be filed before the closing date for receipt of initial Statement of Qualifications.

Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of Statement of Qualifications following the incorporation. In cases other than those just covered, protests shall be filed no later than ten (10) days after a Then agreement is awarded in connection with the procurement action. Failure to file a protest in a timely manner shall be deemed a waiver of all rights. Third, and finally, protests shall be in writing and shall include the following information: (1) The name, address, area code, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or Then agreement number; (4) Detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The response or relief requested. Protests should be directed to:

Becky McGaugh
Office of the Associate Vice President of Procurement
Northern Arizona University
Building 98B
Box 4124
545 E. Pine Knoll Drive
Flagstaff AZ 86011

Tel: (928) 523-6415
Fax: 928) 523-9441

Email address: becky.mcgaugh@nau.edu

Please note that as Owner takes protests very seriously, we expect Offerors to do so as well. Frivolous protests will not result in gain for the Offeror And shall not be considered.

COOPERATIVE PURCHASING AGREEMENTS. 15.01 An award of contract resulting from this RFQ may be extended for use to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFQ who wish to cooperatively use the contract are subject to the approval of Proposer.

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

PART II: ATTACHMENTS

Attachment A:	RFQ Submittal Certification
Attachment B:	Participation in Boycott of Israel Certification
Attachment C:	Submittal Inquiry Form
Attachment D:	Overall Federal Regulation Compliance
Attachment E:	Debarment and Suspension Certification
Attachment F:	Lobbying Certification (Attachment 49 CFR 20)
Attachment G:	Disadvantaged Business Enterprises Compliance Certification
Attachment H:	Disadvantaged Business Enterprises Certification
Attachment I:	Disadvantaged Business Enterprises Certification (MOUNTAIN LINE)
Attachment J:	Disadvantaged Business Enterprises Overall Sub Participation (MOUNTAIN LINE)
Attachment K:	DP Agreement
Attachment L:	NAU Bus Storage & Maintenance Facility Potential Sites
Attachment M:	Federal Terms and Certifications - Appendix 1: Policies and Requirements Applicable to Mountain Line Projects

ATTACHMENT A: RFQ SUBMITTAL CERTIFICATION

(Date)

Facility Services
Northern Arizona University
Flagstaff, AZ 86011

The undersigned certifies that to the best of his/her knowledge: Check one.

- ☐ There is no officer or employee of Northern Arizona University who has, or whose relative has, a substantial interest in any agreement award subsequent to this Statement of Qualifications/.
- ☐ The names of any and all public officers or employees of Northern Arizona University who have, or whose relative has, a substantial interest in any Then agreement award subsequent to this Statement of Qualifications are identified by name as part of this submittal.

The undersigned further certifies that their firm ☐ IS or ☐ IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

The undersigned further agrees that their firm or individual warrants to the University, that they have completed an internal manpower loading plan and their firm has the personnel and resources to complete this project, should their firm or an individual be awarded this project.

In compliance with **NAU PROJECT: 09.999.191 – Bus Storage & Maintenance Facility** project and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work.

THE FOLLOWING ADDENDA ARE HEREBY ACKNOWLEDGED AS FOLLOWS:

ADDENDUM NUMBER: __ DATED: _____ ADDENDUM NUMBER: __ DATED: _____

ADDENDUM NUMBER: __ DATED: _____ ADDENDUM NUMBER: __ DATED: _____

FORM OF AGREEMENT. The undersigned certifies that the undersigned has read Owner's current pro forma of Agreement Between Owner and Design Professional (Construction Manager at Risk) including the contract with the construction manager at risk and general conditions, which contain provisions applicable to the design professional, all of which are attached to the RFQ. If selected as the design professional for this project, the undersigned agrees to execute this agreement, subject only to the exceptions listed in the space below. The undersigned understands that any exceptions taken to the agreement that are not accepted and/or approved by the Owner may be a basis for rejection of the undersigned's Statement of Qualifications as non-responsive. The undersigned also understands that Owner may make changes in the standard form of agreement and that therefore the form of agreement presented to the successful Proposer may be different from the agreement attached to the RFQ, in which case the successful Proposer will be given the opportunity to review the changes.

List any objections to agreement here or attach a separate sheet behind this certification: _____

(Firm)

(Signature required)

(Print name)

(Title)

(Address)

(Phone no.)

(Fax no.)

(Fed. tax id no.)

**ATTACHMENT B: NO BOYCOTT OF GOODS OR SERVICES FROM ISRAEL
CERTIFICATION**

No Boycott of Goods or Services from Israel. If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Supplier is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
() -		() -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date
AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE NO PARTICIPATION IN BOYCOTT OF ISRAEL		

ATTACHMENT C: SUBMITTAL INQUIRY FORM
(Pre-submittal Questions, General Clarifications, etc.)

PROJECT NAME: Bus Storage & Maintenance Facility

PROJECT NUMBER: 09.999.191

INQUIRY DEADLINE: Friday, April 24, 2020, at 2:00PM Arizona Local Time

QUESTIONS ON: ORIGINAL RFQ PACKET or ADDENDUM NO.

SECTION NUMBER:**WRITER:****FAX NO.**

PHONE NO.

COMPANY:

COMPANY E-MAIL ADDRESS:

DATE:

QUESTIONS:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

ATTACHMENT D: OVERALL FEDERAL REGULATION COMPLIANCE

All contractual provisions required by State and Federal Transit Administration (FTA), as set forth in FTA Circular 4220.1F are hereby incorporated into this contract by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, or fail to perform any act, or refuse to comply with any MOUNTAIN LINE requests which would cause MOUNTAIN LINE to be in violation of the FTA terms and conditions.

Vendor Representative

Date

Vendor

ATTACHMENT E: DEBARMENT AND SUSPENSION CERTIFICATION (Lower Tier Covered Transaction)

(Attachment 49 CFR 29 Subpart C)

(To be submitted with a bid or Offer exceeding the small purchase for Federal assistance programs, currently \$25,000.)

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space_____.

THE BIDDER OR OFFEROR, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

_____ Signature of the Bidder or Offeror's Authorized Official

_____ Name & Title of the Bidder or Offeror's Authorized Official

_____ Date

ATTACHMENT F: LOBBYING CERTIFICATION (ATTACHMENT 49 CFR 20)

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed.Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995) Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

THE BIDDER OR OFFEROR, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

_____. Signature of the Bidder or Offeror's Authorized Official

_____. Name & Title of the Bidder or Offeror's Authorized Official

_____. Date

**ATTACHMENT G: DISADVANTAGED BUSINESS ENTERPRISES COMPLIANCE
CERTIFICATION**

(Attachment 49 CFR Part 26)

*All vendors are required to complete and certify compliance with requires of 49 CFR Part 26
Participation by DBE in DOT Programs.*

DBE COMPLIANCE CERTIFICATION

I hereby certify that the Offeror has complied with the requirements of 49 CFR Part 26, Participation by
Disadvantaged Business Enterprises in DOT Programs.

Signature of the Bidder or Offeror's Authorized Official

Name & Title of the Bidder or Offeror's Authorized Official

Date

ATTACHMENT H: DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION

Pg 1 of 2

(Attachment 49 CFR Part 26)

Complete this section only if it applies to your firm.

AFFIDAVIT OF CERTIFICATION

*This form must be signed and notarized for **each owner** upon which disadvantaged status is relied.*

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I _____ (full name printed), swear or affirm under penalty of law that I am _____ (title) of applicant Firm _____ (firm name) and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program (UCP) of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership, address, telephone number, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

(Attachment 49 CFR Part 26)

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise (DBE). In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s) (circle all that apply):

Female Black American Hispanic
American Asian- Pacific American Subcontinent Asian American
Native American

Other (specify)_____.

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that my personal net worth does not exceed \$750,000, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Executed on _____
(Date)

Signature _____
(DBE Applicant)

NOTARY CERTIFICATE:

ATTACHMENT I: DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION)

MOUNTAIN LINE (Individual) Intended Participation Affidavit

DISADVANTAGED BUSINESS ENTERPRISE INTENDED PARTICIPATION AFFIDAVIT

Procurement Number: _____

Procurement Name: _____

Directions:

1. An officer of the contractor(s) must sign this form.
2. A separate affidavit must be submitted for each proposed DBE.
3. All partial bid items must be fully explained. If not, the DBE will be assumed responsible for the entire item.
4. The affidavits must be submitted at the time of bid.

Name of DBE: _____

DBE Scope Items List items separately. Partial items must be explained.	Item Amount Not to exceed total bid amount	DBE Credit (\$)
Total		\$

Contractor Certification: I certify that:

- My company has accepted a proposal from the DBE named above.
- My company has notified the proposed DBE of the contracted DBE commitment and this agreement is to be performed in accordance with DBE provisions of this contract.
- My company's use of the proposed DBE for the items of work listed above is a condition of the contract award.
- My company will invite the proposed DBE to attend the preconstruction meeting.
- My company is required to make sufficient reasonable efforts to subcontract either the same or other work to an alternative certified DBE equal to the amount to attain the DBE commitment if a certified DBE is unable or unwilling to perform for work any part of the intended.
- I understand that failure to comply with the information shown on this form will be considered grounds for contract sanctions.

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statement made on this document are true and complete to the best of my knowledge.

Prime Contractor Name: _____

Date: _____

Officer Signature and Title: _____

ATTACHMENT J: DISADVANTAGED BUSINESS ENTERPRISES OVERALL SUB PARTICIPATION

(Attachment 49 CFR Part 26)

MOUNTAIN LINE (Overall) Intended Participation Affidavit

DISADVANTAGED BUSINESS ENTERPRISE INTENDED PARTICIPATION AFFIDAVIT

Procurement Number: _____

Procurement Name: _____

Directions:

1. This form must reflect the information included on the individual affidavit attachment for each DBE.
2. The form must be signed by an officer of the contractor(s).
3. The form must be notarized.
4. The affidavits must be submitted at the time of bid.

Proposed DBE Subcontractors	Type of Work	DBE Credit (\$)
(1)	Total Value of DBE Commitments	\$
(2)	Total Bid Amount	\$
Percent DBE Participation (Divide Line 1 by Line 2)		\$

Company Name: _____ Officer Signature: _____

Officer Title: _____

Notary Seal:

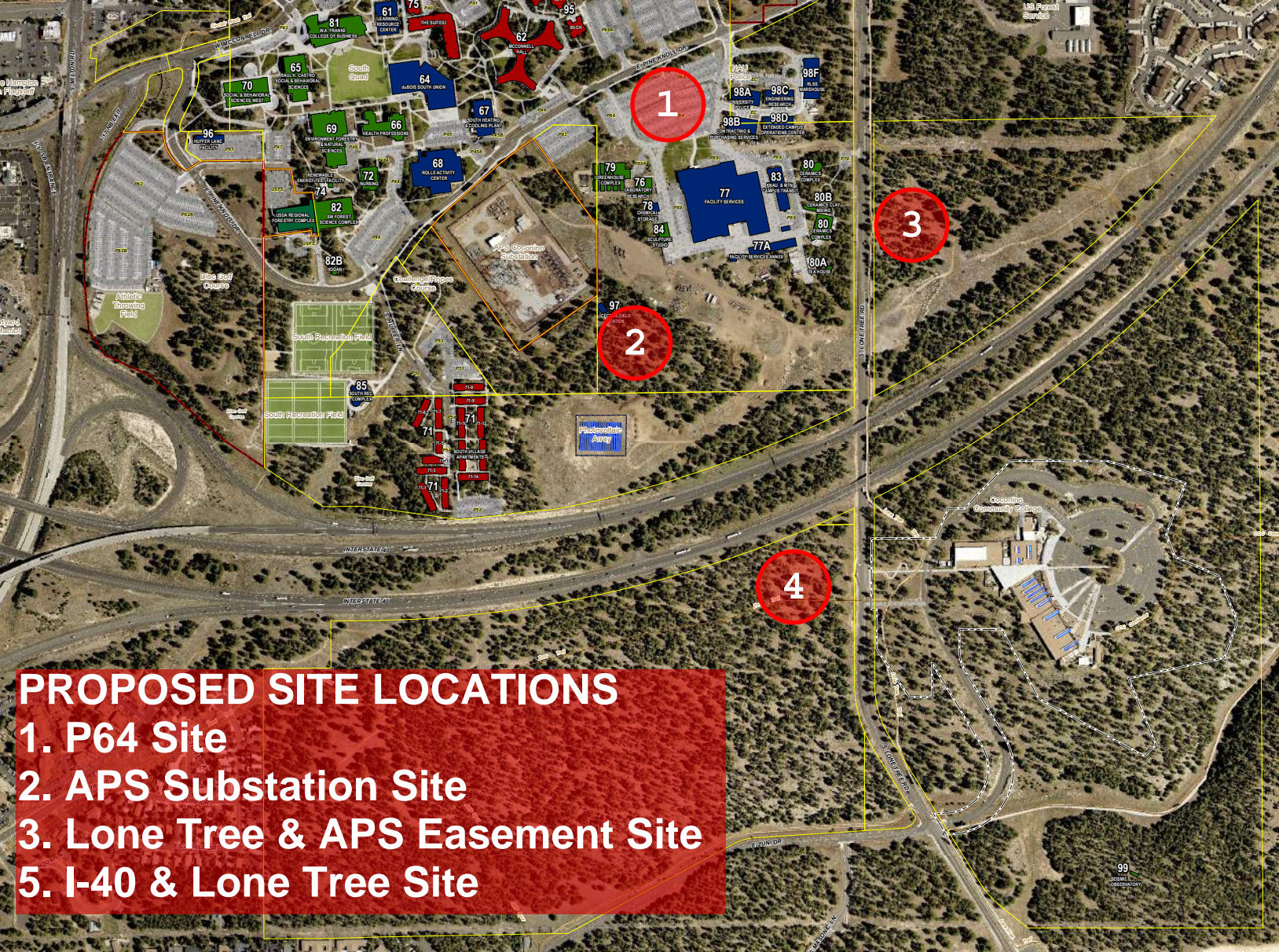
ATTACHMENT K: DESIGN PROFESSIONAL AGREEMENT

DESIGN PROFESSIONAL AGREEMENT (CONSTRUCTION MANAGER AT RISK FORM)

The Design Professional Standard Form Agreement and Exhibit A are located at the following website, under "Contracts": <https://in.nau.edu/facility-services/dp-contract/>

The Construction Manager at Risk Standard Form Agreement and General Conditions are also located at the following website, under "Contracts": <https://in.nau.edu/facility-services/dp-contract/>

ATTACHMENT L: NAU BUS STORAGE & MAINTENANCE FACILITY POTENTIAL SITES



PROPOSED SITE LOCATIONS

- 1. P64 Site
- 2. APS Substation Site
- 3. Lone Tree & APS Easement Site
- 5. I-40 & Lone Tree Site

ATTACHMENT M: FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED TERMS AND CERTIFICATIONS

This procurement is being funded, in whole or in part, with federal funds through Federal Transit Administration (FTA). As consequence of that funding, the following FTA mandated provisions are included in this proposal.

1. No Obligation by the Federal Government

- a) MOUNTAIN LINE and the Contractor acknowledge and agree that: Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to the MOUNTAIN LINE, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.
- b) The Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges and agrees that

- a) The provisions of 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 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which work under this Contract is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) If the Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C, § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c) The Contractor shall include the above two (2) clauses in each subcontract financed in whole or in part with federal assistance provided by FTA and each such clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Records

- a) In accordance with 49 C.F.R, 18.36(i), the Contractor shall provide MOUNTAIN LINE, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Pursuant to 49 C.F.R. 633.17, the Contractor shall provide the FTA Administrator or his authorized representatives including any PMO contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever

or to copy such excerpts and transcriptions as are reasonably needed.

- c) Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until MOUNTAIN LINE, the FTA Administrator, the

Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

- d) FTA does not require the inclusion of these requirements in subcontracts.

4. Access to Third Party Contract Records

The following access to records requirements may apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (the FTA Master Contract) between MOUNTAIN LINE and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

6. Civil Rights (> \$10,000)

The following requirements apply to this Contract:

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue.

- b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor shall comply with any implementing requirements FTA may issue.
 - ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor shall comply with any implementing requirements FTA may issue.
 - iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor shall comply with any implementing requirements FTA may issue.
- c) The Contractor shall include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- d) For assistance with a contract clause incorporating the requirements of the new Disadvantaged Business Enterprise rule in 49 CFR Part 26, contact the FTA HelpLine at www.ftahelpline.com.

7. Americans with Disabilities Act

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Consultant understands and agrees that it shall not cause any individual with a disability to be excluded from participation in the Contract or from activities provided for under the Contract on the basis of the disability. As a condition of accepting the contract, the Consultant agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the MOUNTAIN LINE through contracts with outside Consultants.

The Consultant shall be responsible for and agrees to indemnify and hold harmless the MOUNTAIN LINE from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the MOUNTAIN LINE as a result of the Consultant's failure to comply with the provisions of subparagraph an above.

8. Termination (> \$10,000)

- a) Termination for Convenience. MOUNTAIN LINE may terminate this Contract, in whole or in part,

at any time by written notice to the Contractor when it is in MOUNTAIN LINE's sole and unfettered opinion, it is in MOUNTAIN LINE's best interest to do so. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MOUNTAIN LINE for payment. If the Contractor has any property in its possession belonging to MOUNTAIN LINE, the Contractor shall account for the same, and dispose of it in the manner MOUNTAIN LINE directs.

- b) Termination for Default (Construction) MOUNTAIN LINE may terminate this Contract if: (a) Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this Contract or any extension; (b) if the Contractor fails to complete the work within this time; or (c) if the Contractor fails to comply with any other provisions of the Contract. Termination shall be effected by serving a notice of termination upon Contractor setting forth the manner in which the Contractor is in default. In this event, MOUNTAIN LINE may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to MOUNTAIN LINE resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by MOUNTAIN LINE in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages if:

(a) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; or, (b) the Contractor within ten (10) days from the beginning of any delay, notifies MOUNTAIN LINE in writing of the causes of delay. If in the judgment of MOUNTAIN LINE the delay is excusable, the time for completing the work shall be extended. The judgment of MOUNTAIN LINE shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination, of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of MOUNTAIN LINE.

Opportunity to Cure: In case of a termination for breach or default, MOUNTAIN LINE may, in its sole and unfettered discretion, allow the Contractor ten (10) calendar days within which to cure the defect. Should a cure period be granted, the notice of termination will state the time period within which cure is permitted together with other appropriate conditions.

If the Contractor fails to remedy the breach or default of any of the terms, covenants, or conditions of this Contract to MOUNTAIN LINE's satisfaction within ten (10) calendar days after receipt by the Contractor of written notice from MOUNTAIN LINE setting forth the nature of said breach or default, then, and in that event, MOUNTAIN LINE shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude MOUNTAIN LINE from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach: Should MOUNTAIN LINE elect to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MOUNTAIN LINE shall not limit MOUNTAIN LINE's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

9. Incorporation of FTA Terms (Form A)

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. **All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference.** Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the City that would cause MOUNTAIN LINE to be in violation of the FTA terms and conditions.

10. Suspension and Debarment (>\$25,000) (Form B)

The Contractor certifies that neither it nor its "principals" [as defined at 49 CFR 29.995, or affiliates, [as defined at 49 CFR 29.905] are excluded or disqualified [as defined at 49 CFR 29.940 and CFR 29.945]. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

11. Lobbying (> \$100,000) (Form C)

- a) Contractor certifies that no federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of MOUNTAIN LINE, any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of MOUNTAIN LINE, any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- c) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d) The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, et.seq., apply to this certifications and disclosure if any.
- e) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. See Attachment 49 CFR Part 20 Lobbying Certification.

12. Disadvantaged Business Enterprises (Forms D, E, F, & G)

- a) This Contract is subject to the requirements of Title 49, CFR, Part 26, and participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance

Programs. The agency's overall goal for DBE participation is 1% with 1% race neutral goal. A contract goal has not been established for this procurement.

- b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of the DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy as MOUNTAIN LINE deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFP 26.13(b)).
- c) Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts. The successful bidder/offeror will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.
- d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from MOUNTAIN LINE. The Contractor must promptly notify MOUNTAIN LINE, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MOUNTAIN LINE.

13. Buy America (> \$100,000) (Form H)

The Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchase (currently less than \$100,000) made with capital, operating, or planning funds.

The Contractor, as a condition of responsiveness, shall submit with the proposal a completed Buy America certification form, Attachment 49 CFR 661.6, if applicable.

14. Disputes (> \$100,000)

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the Contract Specialist (Lead) or his designee. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Public Transit Director or the Director's designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Public Transit Director or the Director's designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by MOUNTAIN LINE, the Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Claims for Damages: Should either party to this Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose act it is legally liable, a claim for damages therefore shall be made in writing to such other party within five (5) calendar days after the first observance of such injury of damage.

Remedies: Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between MOUNTAIN LINE and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a State court of competent jurisdiction within the State of Arizona.

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MOUNTAIN LINE or the Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed upon in writing.

15. Clean Air (> \$100,000)

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor shall report each violation to MOUNTAIN LINE and understands and agrees that MOUNTAIN LINE will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or part with federal assistance provided by FTA.

16. Clean Water (> \$100,000)

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor shall report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17. Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

18. Cargo Preference (for all ocean vessel transportation)

Contractor shall: (a) use privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the Contract, to the extent such vessels are available at fair and reasonable rates for United States - Flag commercial vessels; (b) furnish within twenty (20) working days following the thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading); and, (c) include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

19. Fly America (for all foreign air transportation)

Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, Contractor shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

20. Davis-Bacon and Copeland Anti-Kickback Acts (construction >\$2,000)

a) Minimum wages –

- i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii)

(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (a) Except respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (b) The classification is utilized in the area by the construction industry; and
- (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (d) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

v)

(1) The contracting officer shall require that any class of laborers or mechanics which is not

listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- b) Withholding - MOUNTAIN LINE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, MOUNTAIN LINE may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- c) Payrolls and basic records –
- i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has

found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii)

- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the MOUNTAIN LINE for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029- 005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (a) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 - (b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii) The contractor or subcontractor shall make the records required under paragraph (A)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d) Apprentices and trainees -

- i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a

State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
- e) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

- f) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- i) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j) Certification of eligibility –
 - i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- k) Contract Work Hours and Safety Standards Act (> \$100,000)
 - i) Overtime Requirements – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the base rate of pay for all hours worked in excess of forty hours in such workweek.
 - ii) Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - iii) Withholding for unpaid wages and liquidated damages – MOUNTAIN LINE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - iv) Subcontracts – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

21. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

22. Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State of Arizona Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

23. Conformance with Intelligent Transportation System (ITS) Architecture

This project will receive a systems engineering analysis to ensure it conforms to the National ITS Architecture and complies with the locally-approved plan for regional ITS architecture.

24. Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, MOUNTAIN LINE shall specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

25. Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization (Form I) This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Arizona Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, sales documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.