

***Northern Arizona Council of Governments (NACOG)  
Passenger Transportation Study – Phase 1***

***Request for Proposals***

**CFDA:** 20.505 Metropolitan Transportation Planning and State Planning for Non-Urbanized areas

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***Northern Arizona Council of Governments (NACOG)***  
***Passenger Transportation Study – Phase 1***  
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## SECTION I NOTICE

Notice is hereby given that Northern Arizona Council of Governments (NACOG) is seeking qualified firms to complete a Regional Passenger Transportation Study. The plan will be prepared under the direction of NACOG staff with the active involvement of, and consultation with, public, private, and non-profit transportation providers, transportation users, and stakeholders.

**Pre-submittal Conference.** Respondents are encouraged to attend a pre-submittal conference, to be held at the Maricopa Association of Governments' office (302 N. 1<sup>st</sup> Ave., Phoenix, AZ, 85003 in the Cottonwood Room, Second Floor). Please note that this meeting will be held in Phoenix, not Flagstaff, at a NACOG partner's office, Maricopa Association of Governments (MAG); parking will not be validated. A call-in option will also be provided. Any questions, concerns or doubts as to the requirements of this RFP should be presented to NACOG at this conference. NACOG will then determine the appropriate action and, if necessary, issue a written addendum to the RFP. See the schedule in Section 2 for the conference date and time. Attendees are requested to confirm attendance by emailing Jennifer O'Connor at [joconnor@nacog.org](mailto:joconnor@nacog.org) by 5:00 pm two days before the conference.

**Questions.** Questions may be submitted in writing on or before the deadline for written questions, by email ([joconnor@nacog.org](mailto:joconnor@nacog.org)). NACOG's responses will be posted to [www.nacog.org](http://www.nacog.org) by the date indicated in the schedule and any addenda to the RFP will also be made available on the website prior to the RFP due date.

## SECTION II SCHEDULE

<b>Date</b>	<b>Phase/Item Due</b>
<b>09.29.17</b>	RFP released
<b>10.16.17</b>	Registration for Pre-submittal Conference begins
<b>10.24.17</b>	Pre-submittal Conference at 10:00am MST
<b>10.27.17</b>	Respondents to submit written questions to NACOG
<b>11.03.17</b>	NACOG issues written response to questions
<b>11.13.17</b>	Responses to RFP and sealed proposals due by 3:00pm MST
<b>12.04.17</b>	Invitation to Interviews
<b>12.13.17</b>	Follow-up Interviews (as needed)
<b>12.20.17</b>	Selection
<b>01.19.18</b>	Contract Execution
<b>09.30.18</b>	Project Completion

NACOG reserves the right to amend the schedule as necessary. Notification of schedule modification will be made available at [www.nacog.org](http://www.nacog.org).

## SECTION III AGENCY OVERVIEW AND REGIONAL CONTEXT

Northern Arizona, as defined by the NACOG boundaries, is a vast area covering 47,967 square miles with a population of 529,137. The region includes four counties, nine tribes, 22 incorporated cities and towns, and two Metropolitan Planning Organizations (MPO's). The MPO's conduct transportation planning for the urbanized areas surrounding Flagstaff and the Central Yavapai Region, which includes

Prescott, Prescott Valley, Chino Valley and Dewey-Humboldt. Much of the region is rural, reaching from Black Canyon City north of the Phoenix metropolitan area to the New Mexico, Colorado and Utah borders, with long distances of travel required through state and national park and tribal lands to reach regional activity centers. The regional activity centers serve as hubs for retail, business and medical services, which are often unavailable in small, rural communities. Whether patients are medevac'd or plan ahead for trips to trauma centers or specialized medical facilities, some find themselves with no transportation options to return home once released from the medical center. For more background information on the region and its transportation challenges, see NACOG's 2017 Coordinated Mobility Plan, which includes a map and a chart showing the driving distances between regional activity centers.

The NACOG region experienced significant population growth through the 1990's and early 2000's, particularly in Coconino and Yavapai Counties. This trend continues to this day in the larger population centers such as Flagstaff, Prescott Valley, Cottonwood, Camp Verde, and Show Low. The overview of population trends and projections provided NACOG's 2017 Coordinated Mobility Plan shows continued strong growth in Yavapai County, potentially reaching 337,870 by 2050 and a slower rate of growth in Navajo, Coconino and Apache Counties. Apache County could experience a reduction in population after reaching a high of 73,000 around 2020, according to state projections. As NACOG and its regional partners look to the future, planning to meet the transportation needs of residents across this diverse landscape brings both challenges and opportunities for success.

NACOG was established as a 501(c)3 in 1975 for the purpose of providing comprehensive, coordinated solutions on behalf of multiple governments in Apache, Coconino, Navajo and Yavapai Counties. The agency is governed by a regional council comprised of thirty-two (32) elected officials representing member governments, and eight (8) private sector members (two (2) per county).

Three functional divisions (Economic / Workforce Development, Head Start, and Human & Community Services/Planning) administer multiple services to strengthen the safety, security, economic vitality, accessibility, and quality of life within the region.

## SECTION IV PLANNING PROGRAM AND BACKGROUND

The NACOG Planning program serves as an intergovernmental forum to address transportation infrastructure and safety, public transportation, and water quality management. In this capacity, NACOG has a wide range of responsibilities including: preparing the regional *Transportation Investment Plan (TIP)*, *Coordinated Mobility Plan*, and *Section 209 Water Quality Management Plan*; prioritizing state and federal transportation investments; planning and managing mobility to ensure sufficient service accessibility and availability; highway planning and research; demographic and population projections; and technical assistance for member organizations. It should be noted that within NACOG's planning boundary there are nine tribal governments and countless public, private and non-profit organizations that can voluntarily participate in NACOG's planning efforts.

The Planning program is currently administered by seven staff including the Executive Director, Administrative Specialist, Planning Director, Transportation Planner, Mobility Management Planner, and Transit Planner. A Legislative Liaison also serves on behalf of the region.

NACOG's Public Transportation Planning began in 1996 when the agency partnered with ADOT to develop northern Arizona's first Regional Transit Development Plan (RTDP). The purpose of this initiative was to establish several strategies for resolving transit gaps and service deficiencies. At that time, two public transit programs were in operation. The RTDP has since evolved into a Plan focusing on strategies

to coordinate services among existing providers to meet citizen needs (now titled *Coordinated Mobility Plan*). It should be noted there are currently a total of eight rural and small urban public transit systems in operation, while over 75 human service agencies operate smaller transportation programs for their respective clientele.

Two metropolitan planning organizations (MPOs) have since formed in northern Arizona due to population growth (Flagstaff MPO in 1998 and Central Yavapai MPO in 2004). Public Transportation Planning is currently shared between three planning jurisdictions.

Within NACOG's region, transit operations have decentralized to local community clusters for their consideration to invest and operate transit services. While these communities are best positioned to address local needs, it can be argued there is value in coordinating services between public, decision-makers, advocates, and consumers across the multi-county transportation network.

NACOG committed to this role in 2011 through allocating resources to perform multi-county management of public transportation, including mobility management (MM) funded through the US Department of Transportation (USDOT) Federal Transit Administration (FTA) Section 5310 program. NACOG committed additional resources in 2016 to focus on public transit research and development, funded through FTA Section 5311 program. CYMPO and FMPO (through the Northern Arizona Public Transportation Authority (NAIPTA)), also commit their own resources to accomplish the same goals.

NACOG's current planning processes are largely short-range, qualitative and continually evolving depending on multiple variables. Additionally, there is no regional vision or unified strategy for service investment or operations. The regional PTS will address these issues by serving as the long-range framework to guide short-range implementation activities meet passenger transportation needs across multiple jurisdictions.

The future of public transportation in Northern Arizona will include coordinating and strategically implementing services. This requires a comprehensive, inter-jurisdictional, Passenger Transportation Study, to include a strategic road map that various partners can implement, if so desired. This PTS will begin this process in developing a multi-phased strategy in Apache, Coconino and Navajo Counties, including the tribal lands, and will complement the 2017 CYMPO Regional Mobility Management Implementation Plan, the 2017 NACOG Coordinated Mobility Plan, the 2017 FMPO Coordinated Public Transit Human Services Coordination Plan and various transit plans developed through NAIPTA.

The PTS will also serve as the foundation to collaborate beyond Arizona state boundaries for the purpose of meeting transportation demands in the greater Four Corner Region. Future collaboration may include but is not limited to information sharing, training opportunities, sharing organizational resources, transit connections, and/or entering into joint-planning and management ventures with partners such as Northwest New Mexico Council of Governments (NWNMCOG), Southwest Colorado Council of Governments (SWCCOG), and Southeastern Utah Association of Local Governments (SEUALG).

## **SECTION V SCOPE AND BUDGET**

Given the geographic size of the NACOG region, the number of partners and players in the passenger transportation network, and the lack of any recent region-wide transit planning efforts, this RFP will serve as the foundation, or Phase 1, of the regional Passenger Transportation Study (PTS). NACOG intends to pursue additional planning funds for a subsequent phase or phases, which will likely include 1) a financial plan to forecast revenues and expenses and guide future investments, 2) direction on

implementation of selected passenger transportation scenario(s), and 3) recommendations for new techniques and technologies for reaching rural communities, improving the provision of transportation services, and increasing awareness of transportation options within and to/from rural communities.

#### A. PLANNING FRAMEWORK

The purpose of the Passenger Transportation Study (PTS) is to provide a long term strategy for enhancing passenger transportation services in Northern Arizona and provide justification for federally funded public transportation projects in the Transportation Investment Plan (TIP). The plan will be developed over multiple phases as funding becomes available and will include a regional transit vision, an analysis of current and future passenger transportation needs, and recommendations to structure, fund and manage expansions/additions to the passenger transportation network. The PTS vision, strategies and projects, should be long-range, offer strategies for local implementation while encouraging regional connections, and encourage innovative collaboration amongst partners.

Since the Central Yavapai Metropolitan Planning Organizations (CYMPO)'s 2017 *Mobility Implementation Plan for Yavapai County* addresses many of these same topics, this Passenger Transportation Study will focus on the three remaining counties (Coconino, Apache and Navajo Counties) along with the tribal lands included therein (Havasupai, Hopi, Hualapai, Kaibab Paiute, Navajo, White Mountain Apache and Zuni). The Passenger Transportation Study will focus on the high-need passenger transportation areas within the region, including those areas with limited or no public, private or non-profit transportation options. It is particularly important that this study ascertain how the areas with high need and limited service can connect to previous planning initiatives and existing operations.

The PTS is not intended to replace or override the vision of individual communities, but rather to promote regional cooperation on services, solutions and opportunities benefitting multiple jurisdictions.

#### B. PROJECT GOALS

The overall goals of the multi-phased Passenger Transportation Study are:

1. Provide an overview of existing passenger transportation services and recent transit-related studies
2. Define passenger transportation "need" and identify the most pressing needs in the region
3. Develop a vision and strategies for meeting those passenger transportation needs
4. Prioritize corridors for future service or service enhancements based on their potential to support improved transit
5. Develop one or more service scenarios to improve mobility in priority corridors and establish service parameters for other areas as well
6. Identify capital and operating costs for each service scenario
7. Outline funding strategies to implement each transit service scenario
8. Clarify NACOG's role in supporting and meeting regional transportation needs now and into the future
9. Propose how advancements in existing and future transportation technologies can impact the provision of transportation services within and to/from rural communities

This RFP focuses on Phase 1 of the PTS, which will include a regional transit vision, an overview of previous transit studies, an analysis of current and future passenger transportation needs and the creation of a prioritized list of corridors and communities for future service. Phase 1 will provide the

foundation for a future phase or phases of the plan, as recommended by the CONSULTANT and described in this RFP.

The CONSULTANT is encouraged to be creative in developing a sound analytical approach to achieve the project goals. The CONSULTANT is urged to be as specific as possible when describing the activities that will be performed to support each task. The CONSULTANT is also urged to make maximum use of matrices, tables and drawings in working papers produced for the project to ensure conciseness and clarity and to minimize the amount of text required. The CONSULTANT must provide information on their approach as well as estimated cost breakdowns for each task; however, the CONSULTANT may propose reasonable modifications to tasks and/or additional tasks for possible NACOG approval to meet the goals of or improve the value of this study. For Task 6.2 (Develop Scenario(s) for Meeting Passenger Transportation Needs), the CONSULTANT may choose to complete a single Scenario for Meeting Passenger Transportation Needs if multiple scenarios are cost prohibitive. Ideally all work tasks, including optional tasks, will be completed by the CONSULTANT within the firm-fixed price amount. NACOG will evaluate all proposals as submitted and reserves the right to modify, add or delete tasks based upon considerations that may include CONSULTANT approach, timeline, cost and budget availability.

#### C. PHASE 1 PROJECT BUDGET AND DURATION

NACOG's budget for the Passenger Transportation Study is currently established at approximately \$100,000.

NACOG seeks to complete work on the Passenger Transportation Study by September 2018. The date of the notice to proceed is anticipated to be January 19, 2018.

The budget and project duration for the subsequent phase or phases will be determined as funds become available.

#### **Activity One. Project Initiation**

##### Task 1.1 Refinement of Study Goals and Objectives and Formalized Scope of Work

The CONSULTANT will work with NACOG to refine the study goals and objectives and Scope of Work. This exercise will serve to guide the overall work effort and will ensure that the CONSULTANT understands the perspectives and viewpoints of NACOG and its member agencies relative to the study purpose and expectations. The formalized Scope of Work will include the specific tasks, deliverables, and schedule of the project. In addition, the Scope of Work will provide a plan for innovative, cost-effective outreach and engagement of key stakeholders and the general public per the guidelines established in Activity 2 below.

##### Task 1.2 Summary of Transit Plans

The CONSULTANT will review and consider the findings of transit and transit-related studies and plans completed over the past 10 years. The CONSULTANT will summarize the transit planning landscape, identifying implemented and unimplemented service proposals and articulating how future transit studies across the region could be integrated. NACOG has a list of studies along with electronic files of those studies that will be provided to the CONSULTANT. For helpful background information, see ADOT's 2016 research study, "Transit in Greater Arizona"

([https://apps.azdot.gov/ADOTLibrary/publications/project\\_reports/pdf/SPR733.pdf](https://apps.azdot.gov/ADOTLibrary/publications/project_reports/pdf/SPR733.pdf)), “A Coordinated Transit Plan for ECoNA in Northern Arizona” (<http://www.lscs.com/projects/northernAZ/final/Northern%20AZ%20Transit%20Plan-Final.pdf>) prepared for the Community Transportation Association of America in 2014, and NACOG’s Plans and Studies webpage (<https://nacog.org/departments/Regional-Planning/page/plans-studies.html>), as well as any other studies not identified such as the NACOG Community Needs Assessment and county needs assessments. The CONSULTANT will also include studies in the analysis that focus on Yavapai County, CYMPO and FMPO as those communities are often destinations and connection points for individuals living in Coconino, Apache and Navajo Counties. Examples of these studies include NAITPA’s Flagstaff Regional 5-Year and Long Range Transit Plan (2013), FMPO’s Coordinated Public Transit Human Services Transportation Plan (2017), and CYMPO’s Mobility Management Implementation Plan (2017). NACOG will work with staff and partners to ascertain the availability of additional data files to be considered in this project.

## **Activity Two. Public and Stakeholder Outreach**

### **Task 2.1 Project Information Content Generation**

The CONSULTANT will periodically generate project status reports to post on the NACOG project website, which will serve as the online hub of this project, according to a schedule agreed upon with NACOG. This will include, but not be limited to, graphic/pictorial content, written content, or videos. Graphic design and branding will be coordinated to the greatest extent possible with NACOG. Respondents should include in their proposals examples of public information media tools and documents created to support a planning process such as this.

### **Task 2.2 Project Steering Committee Meetings**

NACOG intends to recruit and seat a project steering committee from key stakeholders involved in Passenger Transportation Studying and service delivery. The CONSULTANT will recommend the make-up of the steering committee which could include: NACOG executive director; county, tribal and state representatives; aging and adult services stakeholders; economic development representatives; transit providers; non-profit transportation providers; and CYMPO and FMPO representatives. The CONSULTANT will plan and conduct meetings with the project steering committee at appropriate junctures in the process. Respondents should demonstrate experience and understanding of public and steering committee/stakeholder meeting preparation and management. The project approach and timeline should delineate where the respondent would position meetings for both the project steering committee and the general public.

### **Task 2.3 Public and Stakeholder Outreach and Solicitation of Input**

The CONSULTANT will design public input opportunities in order to obtain an understanding of the public’s and stakeholders’ perspectives on unmet passenger transportation needs in the region. Emphasis should be placed on identifying transit needs that might be reasonably met by establishing or contracting for new public transportation or specialized transportation services or by expanding existing public, private and non-profit services.

The CONSULTANT will rely on innovative methods for reaching the general public and stakeholders, above and beyond the use of public meetings, to educate them about the study and obtain their input on passenger transportation needs and the regional transit vision. Respondents should demonstrate knowledge and experience with these tools and describe how they will be applied in the region.

## Task 2.4 Creation of Regional Passenger Transportation Vision

The CONSULTANT will guide regional stakeholders in the creation of a regional passenger transportation vision, supplemented with guiding goals, objectives and strategies (see Task 4.3). Sample questions to be addressed during a stakeholder visioning workshop include: 1) What is your vision for passenger transportation? 2) What is the appropriate role of transit (both public and private) and human services transportation in the region, from both a regional and local perspective? 3) How should the regional passenger transportation vision be funded? 4) How should implementation of the regional passenger transportation vision be managed/administered? The project steering committee should provide input on the final version of the passenger transportation vision. In addition, the CONSULTANT shall lead a conversation among steering committee members to develop a regional definition of transportation need, which could be based on examples from rural regions around the country and those definitions used in competitive grants.

The CONSULTANT will use a dynamic and interactive design for the visioning process to ensure inclusion from participants on and off-site. Respondents should demonstrate experience in orchestrating and successfully leading a visioning process with the general public and stakeholders, and communicate their understanding of the elements of successful stakeholder process in such a large geographic area with diverse participants. The project approach and timeline should clearly delineate where the respondent would insert the stakeholder visioning process.

### **Activity Three. Existing Conditions and Needs**

#### Task 3.1 Inventory and Evaluation of Existing Transit Services

The CONSULTANT will provide an enhanced understanding of the context in which passenger transportation services are provided in Northern Arizona. This overview of the existing services in Northern Arizona will include public, private and non-profit providers that provide fixed route, demand response and commuter transportation services. NACOG will collaborate with the CONSULTANT in the collection of the provider inventory as a significant amount of data has been collected in the past but needs to be updated and consolidated into a single report. Previous studies cover specific communities or sub-regions and not the entire NACOG region. The overview will contain a description of the service including a brief history, route miles, service hours, ridership data, and planned growth. The CONSULTANT should consider working in coordination with NACOG to conduct a provider survey to obtain the service, operational and financial information as staff has experience conducting online surveys.

#### Task 3.2 Regional Map(s) and Visualization Tools

The CONSULTANT will develop regional transit maps based on existing service maps from the eight public transit providers in the region. Given the size of the region, it may not be possible to show all individual routes on a single map. NACOG has a basic version of a regional transit map available in GIS for the CONSULTANT to use as a starting point. In addition to the maps, the CONSULTANT should create other visualization tools and infographics, as appropriate, to help planning participants and the public understand service gaps, travel trends and other passenger transportation data. At the end of Phase 1, all visual tools (maps, charts, graphs, and infographics) should be made available to NACOG as individual electronic files so that they can be inserted into future documents.

### Task 3.3 Passenger Transportation Needs Assessment

The CONSULTANT will identify the passenger transportation needs of the region by conducting an assessment of the size and location of identifiable population groups in the region likely to be transit-dependent or transit-disadvantaged. Transit dependency indicators will include, but not be limited to, age, disability and income/unemployment based on the most recent demographic data. The CONSULTANT will propose the most effective method for assessing the region's travel needs within the context of this study based on industry standard definition of needs, tools and techniques. The needs assessment will include both a review of passenger transportation needs within the community and in reaching regional activity centers (see Section 3 Agency Overview and Regional Context above and NACOG's 2017 Coordinated Mobility Plan for more information about regional activity centers). Three recent studies may reduce or eliminate the need to study certain connections in the region: 1) the 2014 ["A Coordinated Transit Plan for ECoNA in Northern Arizona"](#) studied connections between Williams, Tusayan and Flagstaff; 2) the [2015 Havasupai Indian Tribe Long Range Transportation Plan](#), which includes discussions on transit and transportation needs; and 3) the forthcoming Winslow Planning Study from the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) will cover the connections between Winslow and Flagstaff.

### Task 3.4 Demographic and Passenger Transportation Needs Forecast

The CONSULTANT will forecast demographic changes and passenger transportation needs for the mid and long term in the planning region. The demographic data will be shown on a map with corridor overlays; electronic images of the maps will be provided to NACOG for use in future documents. As appropriate, the CONSULTANT will also show forecasted passenger transportation needs on the map.

## **Activity Four. Scenario Development and Passenger Transportation Recommendations**

### Task 4.1 Prioritize Corridors and Communities for Future Service or Service Enhancements

The CONSULTANT, using industry standard transit modeling, will prioritize corridors for future service or service enhancements based on their potential to support improved transit. The CONSULTANT will utilize the results of the scenario evaluation to define and prioritize the corridors, modes and routes for future service enhancements to address demand as well as how potential funding changes could impact local, regional, and intercity passenger transportation services. The regional framework should emphasize connectivity to regional activity centers when identifying the service improvements needed to most efficiently deliver an effective regional transit system.

### Task 4.2 Develop Scenario(s) for Meeting Passenger Transportation Needs

The CONSULTANT will develop one or more passenger transportation scenarios that enhance services to high-need areas, based on estimated funding availability, through a combination of public, private and non-profit transportation service improvements. The scenarios will focus on realistic service expansion options and human services coordination efforts that can be pursued by individual providers or through partnerships in order to leverage funding. Each scenario will identify capital and operating costs for the proposed activities and outline funding strategies needed to implement the scenario. The CONSULTANT will propose a recommended scenario that most effectively meets the region's needs given realistic funding availability.

#### Task 4.3 Goals, Objectives and Strategies for Next Steps

The CONSULTANT will provide clear goals, objectives and strategies for how the region can move forward with its Regional Passenger Transportation Vision and the recommended scenario(s). NACOG will use these goals, objectives and strategies to help identify and support strategic passenger transportation investments into the future. The types of strategies should include policy recommendations, creative financing tools (new funding sources and techniques for obtaining local financial support), and identification of opportunities to consolidate efforts among NACOG and Flagstaff MPOs (Yavapai County mobility strategies were identified in the 2017 CYMPO Mobility Implementation Plan). The strategies should encourage and strengthen partnerships where appropriate and clearly outline the roles and responsibilities of the region's passenger transportation partners as needed. As appropriate, the CONSULTANT should specify estimated costs, proposed timeframe, recommended champions/partners, performance measures and potential funding sources.

#### Task 4.4 Proposal for Additional Phase(s) and Future Studies

The CONSULTANT will provide clear guidance on the scope of work for an additional phase or phases of this Passenger Transportation Study which could include a financial plan to forecast revenues, expenses, and funding as well as guide future passenger transportation investments, and provide direction on the implementation of the selected passenger transportation scenario. The next phase(s) could also propose how advancements in existing and future transportation technologies can impact the provision of transportation services and increase awareness of transportation options within and to/from rural communities.

In addition, the CONSULTANT will make recommendations for local-level transit studies based on the conclusions from the Passenger Transportation Study.

#### **Activity Five: Project Closeout**

##### Task 5.1 Summary Plan Materials for Distribution

The CONSULTANT will develop summary media for distribution and presentation suitable for a general audience, focusing on the essential features of the Passenger Transportation Study.

Task 5.2 Study Record. The CONSULTANT will deliver a product that documents the study process, finding, recommendations and implementation strategy.

#### **D. DELIVERABLES**

Required products of this project are listed below; a final list of deliverables will be determined upon contract negotiation and based on the successful proposer's Scope of Services. An administrative draft of each deliverable will be submitted in electronic form and, when requested, hard copy format, to the NACOG project manager for review. Comments from NACOG will be incorporated into the deliverable by the CONSULTANT, before it is distributed for external review. Comments received during the external review process will be incorporated into the final drafts.

##### Activity One. Project Initiation

Deliverable 1. Formalized Scope of Work. Refinement of study goals, objectives and Scope of Work including a detailed work program that identifies the specific tasks, deliverables, and schedule.

Along with a public outreach summary that outlines engagement of key stakeholders and the general public.

Deliverable 2. Summary of Transit Plans. Review of recent and on-going transit planning efforts.

#### Activity Two. Public and Stakeholder Outreach

Deliverable 3. Project Information Content Generation for Website. Periodically develop project status reports to post on the NACOG project website.

Deliverable 4. Project Steering Committee Meetings. Facilitate project steering committee meetings as appropriate through the planning process.

Deliverable 5. Public Outreach and Solicitation of Input. Conduct public meetings and obtain public input through the use of innovative tools to reach rural communities. Submit public outreach support materials (e.g., maps, PowerPoint, etc.).

Deliverable 6. Regional Passenger Transportation Vision. A regional passenger transportation vision, developed by stakeholders under CONSULTANT guidance. Include documentation of visioning process.

#### Activity Three. Existing Conditions and Needs Assessment

Deliverable 7. Working Paper 1: Existing Conditions and Needs Assessment. Content includes:

- A. Inventory and Evaluation of Existing Transit Services. A summary of existing public, private and non-profit transportation services in Northern Arizona.
- B. Regional Transit Map(s). A map or maps of existing services inclusive of the eight public transit providers in the region.
- C. Passenger Needs Assessment and Needs Forecast. An assessment of the size and location of identifiable population groups in the region that are currently likely to be transit-dependent or transit-disadvantaged, followed by forecasted demographic changes and passenger transportation needs.
- D. Demographic and Passenger Transportation Needs Forecast. A forecast of demographic changes and passenger transportation needs for the mid and long term in the planning region, shown on map with corridor overlays where possible.

#### Activity Four. Scenario Development and Passenger Transportation Recommendations

Deliverable 8. Working Paper 2: Corridor/Community Prioritization and Passenger Transportation Scenarios. Content includes:

- A. Prioritization of Corridors and Communities for Future Service or Service Enhancements. A list of key corridors and communities to benefit from new service or service enhancements.
- B. Scenario(s) for Meeting Passenger Transportation Needs. A description of one or more scenarios that provide realistic service expansion options and human services coordination efforts that can meet passenger needs, along with the identification of a recommended scenario.

### Deliverable 9. Working Paper 3: Next Steps and Future Planning

- A. Goals, Objectives and Strategies for Next Steps. Identification of clear goals, objectives and strategies for how the region can move forward with its Regional Passenger Transportation Vision and the recommended passenger transportation scenario.
- B. Future Planning. Guidance on the scope of work for an additional phase(s) of the PTS and recommendations for local-level transit studies based on the conclusions from the PTS.

### Activity Five. Project Closeout

Deliverable 10. Summary Plan Materials for Distribution. Development of summary media suitable for a general audience, focusing on the essential features of the Passenger Transportation Study.

Deliverable 11. Study Record. A product that documents the study process, findings, recommendations and implementation strategy.

Study administrative activities, including meeting summaries and related documentation, are not defined but assumed as part of delivered products.

In addition:

- The CONSULTANT will prepare an electronic copy of the Plan.
- Upon Regional Council approval, the CONSULTANT will provide up to 25 print copies.
- Electronic copies of all supporting meeting materials for the public involvement process including any power point presentations, hand-outs, comments, surveys, etc. will be made available to NACOG.
- Data tables, GIS files, print & web graphics, and document production files will be made available as requested by NACOG.

### PROJECT MANAGEMENT AND REPORTING

The CONSULTANT will name a single point of contact for the project, and all communications between NACOG and the CONSULTANT will be through that individual. NACOG's Transit Planning Analyst will be the CONSULTANT'S primary contact. Although from time-to-time the CONSULTANT may be directed to talk to others, the CONSULTANT will keep the NACOG Transit Planner advised of all communications with other NACOG staff. The CONSULTANT will submit regular progress reports to the NACOG Transit Planning Analyst indicating the status of the project relative to the original budget and timeline. The progress reports will note any instances of expected deviations from the original project budget and timeline, and will either describe corrective actions, or offer a revised budget and timeline to meet the new circumstances. Adjustments to the total budget will be strongly discouraged, but re-allocation of existing budget among tasks will be considered.

### E. CHANGES TO PROJECT REQUIREMENTS

During the term of this project, including any extension thereof, NACOG may choose to make changes to the scope of this project. In such event, NACOG will provide the consultant with a description of the changes to be implemented, including any modification to the consultant's requirements and responsibilities related to such change and timing thereof.

## SECTION VI SUBMITTAL GUIDELINES

Interested parties responding to this RFP are expected to submit proposals that respond to the specific activities described in this section. All proposals should be clear, concise and provide sufficient information to minimize questions and assumptions. Proposals should be limited to 25 pages (no smaller than 11-point font on 8.5" x 11" paper) including the cover letter, table of contents, cost proposal, resumes, and narrative. Assurances, certifications and other exhibits are not included in the pagination limit. NACOG accepts no financial responsibility for costs incurred in the preparation of proposals. All accepted proposals submitted in this RFP will become property of NACOG. The process, terms and conditions will be in strict accordance with the requirements and guidance contained herein.

### A. COVER LETTER

One-page summary of proposal.

### B. CONTENT

Respondent must provide discussion that demonstrates understanding of services to be provided, challenges for each task, and significance for NACOG.

### C. TECHNICAL APPROACH

Respondent describes approach to delivery of services by demonstrating understanding of NACOG including the agency's purpose and structure, regional cultural dynamics, operators, and planning partners; types of issues that may arise during delivery of professional services; and clear method or approach to prioritize and address task items.

### D. MANAGEMENT APPROACH

Include names of all project personnel including subcontractors along with duties, responsibilities, and capacities. Project Management should be identified along with specialty sub-contractors available on as-needed basis.

### E. EXPERIENCE & REFERENCES

Provide description of at least one but not more than three previous projects applicable to the Scope of Work; experience should include work in rural areas where long distances of travel are required and work with tribes and tribal governments. Provide title, timing, budget, sponsoring agency, project manager and roles of individuals involved with the project. Include contact name of project sponsor for whom work was performed. Also include existing and expected job commitments indicating availability to execute Scope of Work.

### F. PROJECT SCHEDULE

Provide timetable for accomplishing Scope of Work.

### G. PROJECT BUDGET

Provide standard line item budget reflecting Scope of Work, including at minimum all direct expenses (personnel, forecasted hours, wages, operating costs) and indirect costs.

### H. SIGNED CERTIFICATIONS, ASSURANCES, INSURANCE AND FEDERALLY REQUIRED FORMS

## I. SUBMITTAL

Ten (10) bound copies of the proposal will be submitted by the deadline to NACOG Planning (address below) as well one electronic copy to Jennifer O'Connor, NACOG Transit Planner, at [joconnor@nacog.org](mailto:joconnor@nacog.org). The mailing address is:

NACOG Planning  
43 S. San Francisco Street  
Flagstaff, AZ 86001

The submittal envelope shall indicate the name and address of respondent, and be addressed to NACOG Planning, 43 S. San Francisco Street, Flagstaff, AZ, 86001. Please note on the outside of the envelope: **NACOG Passenger Transportation Study RFP.**

Questions regarding this RFP must be received by the due date listed in Section 2: SCHEDULE. Questions must be submitted in writing. NACOG will respond to questions in writing by making them available on the agency's website. Verbal statements or instructions from NACOG shall not constitute an amendment to the RFP. Written or emailed questions should be submitted to:

Jennifer O'Connor, Transit Planner  
NACOG  
(816) 730-7070  
[joconnor@nacog.org](mailto:joconnor@nacog.org)

Proposal may be withdrawn by written notice received any time prior to the award.

Proposals will be reviewed by a selection committee comprised of NACOG staff and regional stakeholders. The proposals will be ranked in accordance with the criteria described in Section VII Evaluation Criteria and Selection Process. NACOG reserves the right to amend the evaluation criteria, and reject any or all proposals if deemed nonresponsive.

## SECTION VII EVALUATION CRITERIA AND SELECTION PROCESS

A panel comprised of staff and regional stakeholders will review proposals to score proposals under the following criteria. The results will be sorted according to highest-to-lowest scores.

Selected proposers may be required to participate in an interview. Each proposal is required to be presented by key personnel with whom NACOG will be directly conducting the day-to-day business of the project. A formal presentation will be part of the interview and the presentation will be limited to 30 minutes in duration. The remainder of the interview period will be dedicated to discussion of project specific criteria and responses to questions from the review panel members.

CRITERIA FOR WRITTEN SUBMITTALS	VALUE
<i>Project understanding, knowledge of region</i>	20
<i>Clarity of proposal, realistic approach, soundness</i>	30
<i>Experience, capabilities, qualifications of assigned staff</i>	20
<i>Innovation</i>	10
<i>Cost Proposal</i>	<u>20</u>
Total	100

The panel may elect to interview the top two or more candidates. A list of questions will be submitted to candidates in advance.

A contract/professional service agreement will be negotiated, and is required to be approved by the NACOG Executive Director and/or Regional Council. If negotiations are unsuccessful, NACOG staff will terminate negotiation efforts and open negotiations with the 2<sup>nd</sup> ranked firm. The process will continue until negotiations are successful.

## SECTION VIII            RESPONSE TO PROPOSALS

### A. NOTICE OF AWARD

A Notice to Proceed (NTP) will be provided to the CONSULTANT stating the date the CONSULTANT can begin work subject to the conditions of the contract. The performance of the contract begins with the NTP date. The contract will be deemed to include all provisions of this RFP, and all provisions required in public contracts by local, state and federal law.

### B. ACCEPTANCE/REJECTION OF PROPOSALS

NACOG reserves the right to reject any and all responses and proposals received as a result of this request for sound, documentable business reasons. Late submittals will not be accepted and will be returned to responder. Faxed or email proposals will not be accepted.

NACOG may reject a proposal that includes unacceptable deviations.

### C. CANCELLATION OF PROCUREMENT

NACOG reserves the right to cancel the procurement, for sound business reasons, at any time before the Contract is fully approved and executed on behalf of NACOG. NACOG will not pay CONSULTANTS any costs incurred in the preparation of a proposal responding to this RFP.

## SECTION IX    ADDITIONAL TERMS AND CONDITIONS

1. Note all costs incurred for the proposal preparation, presentation, or contract negotiations are the responsibility of the consulting firm.
2. This solicitation does not commit NACOG to award an Agreement or to pay for costs associated with the preparation of the RFP or pre-agreement expenses.
3. NACOG reserves the right to make an award considered to be in the best interest of the region.
4. NACOG reserves the right to accept or reject any or all RFP responses received, to cancel all or part of the RFP, or to negotiate with all qualified firms.
5. NACOG may at its discretion, require additional terms and conditions at the time the final Agreement is negotiated. The additional terms and conditions would be for clarification of particular language or correcting errors in the RFP including for example omissions or misstatements that are discovered.
6. No prior, current or post-award verbal agreement(s) with any officer or employee of NACOG shall affect, modify or supersede any terms or modifications of this RFP.

7. The Firm chosen may be required to submit revisions of their responses as a result of negotiations.
8. The selected Firm will be required to furnish evidence of insurance coverage to include, but not limited to Professional Liability, Workers Compensation and automobile. Set limits will be provided at contract negotiations.
9. The selected consultant and sub-consultants shall possess any necessary Arizona licenses and permits necessary to operate in the State and shall provide evidence of such to NACOG.
10. The selected consultant and sub-consultants shall not assign or subcontract services or responsibilities without prior written approval from the NACOG.
11. Any changes to the response requirements will be made by written addendum.
12. NACOG reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding responses that does not materially affect or alter the intent and purpose of the RFP, that is not in violation of Arizona or Federal Government rules, laws and regulations.
13. All materials and data used for this study are the property of NACOG.
14. The selected consultant shall at all times comply with all applicable Federal Funding Agency regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **SECTION X DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

A vendor, contractor, consultant, or subcontractor (*herein after referred to as "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 USDOT-assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department's concurrence, deems appropriate, which may include, but is not limited to:*

- (1) Withholding payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)

*The contractor shall ensure that all subcontract agreements at all tiers contain this clause.*

### **DBE GOAL/COMMITMENT AND DOCUMENTATION:**

This project is race-neutral. No DBE goal has been set on this contract. The CONSULTANT is ENCOURAGED to voluntarily obtain DBE participation on this Contract to help ADOT meet its overall DBE goal.

## SECTION XI TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND EQUAL OPPORTUNITY

NACOG is an Equal Opportunity Employer. As such, NACOG agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, NACOG agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

The selected Consultant will be expected to comply with Title VI of the Civil Rights Act of 1964, as amended and the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41-CFR Part 60).

NACOG, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## SECTION XII CERTIFICATIONS, ASSURANCES, AND CONDITIONS

### GENERAL

Please read the statements below. By signing below Proposers are aware and in agreement with Federal, and State guidelines related to the award of a contract. Consultants shall submit the specific Certification form, as revisions to the form may occur from time to time. Failure to sign and submit the certification form specified in this RFP with the RFP will result in the RFP being rejected. Submission of the RFP by the Consultant certifies that to the best of its knowledge:

1.	The Consultant and its sub-consultants have not engaged in collusion with respect to the contract under consideration.
2.	The Consultant, its principals and sub-consultants have not been suspended or debarred from doing business with any government entity.
3.	The Consultant shall have the proper Arizona license(s) and registration(s) for services to be performed under this contract. Furthermore, the Consultant shall ensure that all Sub-consultants have the proper Arizona license(s) and registration(s) for services to be performed under this contract. Key members of the Project Team, including sub-consultants, are currently licensed to provide the required services as requested in the RFP package.
4.	The Consultant's signature on any RFP or contract constitutes an authorization to NACOG to ascertain the eligibility of the Consultant, its principals and subconsultants to enter into contract with NACOG and with any other governmental agency.
5.	The Consultant's Project Team members are employed or sub-contracted by the Consultant on the date of submittal.
6.	All information and statements written in the proposal are true and accurate and that NACOG reserves the right to investigate, as deemed appropriate, to verify information contained in proposals.
7.	Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction

	with, the performance of the work hereunder by the Consultant, its agents representatives or employees.
8.	No Federally appropriated funds have been paid or shall be paid, by or on behalf of the Consultant for the purpose of lobbying.
9.	If project is funded with Federal Aid funds, the Consultant affirmatively ensures that in any subcontract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals/bids in response to this invitation and shall not be discriminated against on the grounds of race, color, or national origin, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation.
10.	The Consultant will utilize all Project Team members, sub-consultants and DBE firms, if applicable, submitted in the RFP, and will not add other Project Team members or sub-consultants, unless the Consultant has received prior written approval from NACOG.
11.	The Consultant shall meet its DBE goal commitment and any other DBE commitments as stated in its RFP proposal or Cost Proposal; and shall report on a timely basis its DBE utilization as detailed in the contract.
12.	If selected, the Consultant is committed to satisfactorily carry out the Consultant’s commitments as detailed in the contract and its RFP proposal.
13.	The Consultant is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368).
14.	The Consultant is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency.
15.	The Consultant agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, subtitle D; U.S.C. § 701 et seq.) and maintain a drug-free work place.
16.	The Northern Arizona Council of Governments, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**SECTION XIII TITLE VI / NON-DISCRIMINATION**

During the performance of this Agreement, the SUBRECIPIENT, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations. The SUBRECIPIENT shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (USDOT), 49 CFR 21 and Executive Order 99-4, as they may be amended from time to time, which is herein incorporated by reference and made a part of the Agreement.

(2) Nondiscrimination. The SUBRECIPIENT, with regard to the work performed by it during the Agreement will not discriminate on the grounds of race, color, disability, sex, or national origin in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in discrimination prohibited by 49 CFR 21.5, including employment practices when the Agreement covers a program set forth in Appendix A of 49 CFR part 21.

(3) Solicitations for contractors, including procurement of real property, materials, and equipment. In all solicitations made by competitive bidding or negotiation by the SUBRECIPIENT for work to be performed under a contract or subcontract, including procurement of real property, materials, and purchase or lease of equipment, each potential contractor, subcontractor, supplier, or lessor shall be notified by the SUBRECIPIENT of the SUBRECIPIENT's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, disability, sex, or national origin. Any contract or agreement established shall contain the language from this Agreement's Appendix A and B, and where appropriate, Appendix C.

(4) Information and Reports. The SUBRECIPIENT shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by ADOT, FHWA, and FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to ADOT, FHWA, and FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Non-Compliance. In the event of the SUBRECIPIENT's non-compliance with the non-discrimination provisions of this Agreement, ADOT shall impose such sanctions as it, FHWA and FTA determine to be appropriate, including, but not limited to: withholding of payments to the SUBRECIPIENT under the Agreement until the SUBRECIPIENT complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient, ADOT, or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of a contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq.).

## SECTION XIV ON-LINE BIDDERS LIST (AZUTRACS)

All bidders/proposers must complete the On-Line Bidders List at [www.azutracs.com](http://www.azutracs.com). Proposers will receive an email confirmation of submitted On-Line Bidders List. Proposer will submit a copy of the email confirmation to NACOG no later than 4:00 pm on the 5<sup>th</sup> calendar day following bid opening.

## SECTION XV ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## SECTION XVI DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**SECTION XVII      LOBBYING RESTRICTIONS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.
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 subrecipients shall certify and disclose accordingly.

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, U.S. 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.

\_\_\_\_\_ Signature of Contractor's Authorized Official  
\_\_\_\_\_ Name and Title of Contractor's Authorized Official  
\_\_\_\_\_ Date

## SECTION XVIII NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

## SECTION XIX PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 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 underlying 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 the underlying contract or the FTA assisted project for which this contract work 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.

The Contractor also acknowledges that if it 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## SECTION XX ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**CERTIFICATIONS & ASSURANCES SIGNATURE PAGE (SUBMIT WITH RFP)**

Proposing professional services agency acknowledges and agrees to the general assurances contained herein and the attached FTA Fiscal Year 2017 Certifications and Assurances.

Print Name and Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_ Date: \_\_\_\_\_