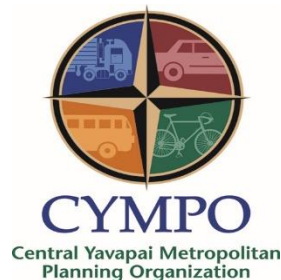


**NOTICE OF REQUEST FOR QUALIFICATIONS  
FOR  
SUNDOG CONNECTOR DESIGN CONCEPT REPORT AND ENVIRONMENTAL  
OVERVIEW**

**Issued: December 17, 2021**

**Statement of Qualifications Due: January 21, 2022**

**ADOT PROJECT #: MPDG218159-200.1B**



**Amended December 29, 2021 pursuant to RFQ Section II. Subsection 1 entitled**

**“Written Questions”**

**Amendments are noted in red font and strikethroughs**

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**PUBLIC NOTICE**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**DESIGN CONCEPT REPORT AND ENVIRONMENTAL OVERVIEW**

The Central Yavapai Metropolitan Planning Organization (**CYMPO**) is seeking a Statement of Qualifications (SOQ) from qualified Consultants capable of providing professional services for the Sundog Connector Design Concept Report and Environmental Overview (“**SCDCR**”).

Detailed SOQ requirements may be obtained by contacting the CYMPO Office at the address indicated below or may be downloaded from <https://www.cympo.org/employment-and-rfps/>. For further information, please submit questions in writing by email to [Daniel.Harmonick@yavapaiaz.gov](mailto:Daniel.Harmonick@yavapaiaz.gov) with a copy to [Allison.Mccarthy@yavapaiaz.gov](mailto:Allison.Mccarthy@yavapaiaz.gov) no later than twelve (12) working days prior to the closing date of January 21, 2022. Responses to questions will be posted on CYMPO’s website at <https://www.cympo.org/employment-and-rfps/> no later than six (6) working days prior to the closing date of January 21, 2022.

**SOQs will be received electronically until 2:00pm MST (Mountain Standard Time) on January 21, 2022.** SOQs must be delivered by email to [Daniel.Harmonick@yavapaiaz.gov](mailto:Daniel.Harmonick@yavapaiaz.gov). **with a copy to [Allison.McCarthy@yavapaiaz.gov](mailto:Allison.McCarthy@yavapaiaz.gov).** Please note on the subject line of the email: **Request for Qualifications: Sundog Connector Design Concept Report.**

## I. SCOPE OF SERVICES

### 1. Introduction

The purpose of this Request for Qualifications (RFQ) is to solicit Statements of Qualifications (SOQ) from Consultants to provide (CYMPO) with specialized services reasonable and necessary to the SCD CR, more specifically, to provide all services described in the scope of work.

### 2. Background

The Central Yavapai Metropolitan Planning Organization (CYMPO) is a Metropolitan Planning Organization (MPO) that serves as the regional agency for the central Yavapai County area. When CYMPO was formed in 2003, the elected officials recognized the need for long-range planning and policy development on a regional scale. They realized that many issues such as transportation and air quality affected residents beyond the borders of their individual jurisdictions.

CYMPO was founded in the spirit of cooperation. CYMPO members believe that by uniting, they can solve common problems, take an active role in long-range regional issues and address concerns that affect all of the surrounding communities.

CYMPO is the designated metropolitan planning organization (MPO) for transportation planning in the central Yavapai County region. CYMPO also has been designated by the Governor to serve as the principal planning agency for the region in a number of other areas, including air quality, water quality management and solid waste management. In addition, through an Executive Order from the Governor, CYMPO develops population estimates and projections for the region.

### 3. Definitions Applicable to RFQ

**ADOT** means Arizona Department of Transportation.

**Applicable Law** means federal and Arizona State statutes, codes, rules, regulations and orders applicable to this RFQ, the Contract and the Work to be performed.

**Consultant** means person, party or firm submitting a Statement of Qualifications in response to this RFQ and who/which may also be referred to as a Contractor.

**Contract** means The Professional Services Contract in the form attached hereto as Attachment "C", but subject to modifications as provided herein.

**CYMPO TAC** means the CYMPO Technical ~~Review~~ **Advisory** Committee, also abbreviated as TAC.

**FHWA** means Federal Highway Administration.

**FTA** means Federal Transit Authority.

**Key Personnel** means individuals who are uniquely and specifically important to the carrying out of work.

**Project** means the Sundog Connector Design Concept Report and Environmental Overview and, in context, the Work to be performed thereunder.

**RFQ** means this Request for Qualifications.

**SCDCR** means this Sundog Connector Design Concept Report and Environmental Overview.

**SOQ** means the Statement of Qualifications submitted hereunder by interested Consultants.

**Subconsultant** means a consultant/subcontractor to be utilized by consultant in performing the Work necessary to complete the Project.

#### **4. Design Concept Report and Environmental Overview Scope of Work**

This project is to provide preliminary design concepts, to assess alternatives, provide certain surveys and studies all as more fully set forth as follows:

1. Assessment of Alternatives that can include the alternatives from the previous assessment (2013 PARA Study) or any relevant new alternatives
  - a. Develop roadway alternatives for analysis (confirming previous recommendations)
    - i. Confirm roadway capacity as a four-lane road is adequate for the full build-out
    - ii. Identify intersection locations for the preferred alternative
  - b. Coordinate with CYMPO and other partners/stakeholders to develop evaluation criteria
  - c. Establish the preliminary purpose and need for the project, including potential transportation benefits
  - d. Perform alternatives analysis and select preferred alternative
    - i. Evaluate Bicycle & Pedestrian, and Transit access along this new east-west corridor between Prescott and Prescott Valley
      1. Identify existing bicycle and pedestrian routes using available published data
      2. Identify existing transit routes using available published data
      3. Evaluate opportunities with the preferred alternative to promote better movement of active transportation and transit connections
2. Survey
  - a. Complete topographic orthographic 3D mapping design survey tied to state plane
    - i. Develop topographic basemap with 1' contours

### 3. Traffic

#### a. Traffic Counts

i. Consultant will conduct traffic counts at each tie-in of the Sundog Connector

1. Roundabout at Prescott Lakes Parkway and Sundog Connector Roadway at the Prescott tie-in
2. State Route 69 and Sundog Ranch Rd at the Prescott Valley tie-in

#### b. Traffic Report

i. Purpose for the traffic report will be to perform an existing and 2045 projected operational analysis for alternatives and preferred recommendations

### 4. Geotechnical

a. The following information should be included within the DCR:

- i. Summary of all subsurface exploration data, including subsurface soil profile, exploration logs, laboratory or in situ test results, and ground water information
- ii. Interpretation and analysis of the existing subsurface data
- iii. Conceptual engineering recommendations for design
- iv. Discussion of conditions for solution of anticipated problems
- v. Identify geotechnical field needs for the project

### 5. Drainage

#### a. Drainage Report

- i. The purpose of the drainage report is to identify potential drainage issues and to develop a concept for the on-site and off-site drainage system for the proposed alternative(s) for Sundog Connector
- ii. Consultant shall provide both a Preliminary and a Final Drainage Report for this project (Refer to ADOT drainage report criteria)
- iii. For the preferred alternative, Consultant will identify and evaluate pavement drainage outfall opportunities and preliminary feasibility

b. Develop drainage basemap of proposed horizontal improvements to be shown in 15% plans

### 6. Right-of-Way

- a. Develop an existing right-of-way basefile establishing existing right-of-way/parcels lines from county GIS, recorded subdivision plats, and record drawings
- b. Develop a proposed right-of-way basefile depicting new right-of-way or easements required for the preferred alternative

- c. Coordinate the preferred corridor alignment with Arizona State Land Department (ASLD), existing and future utilities, and adjacent developments that are identified within the study area
- d. Consultant will work with the City of Prescott for Right-of-Way unit costs within the study area

## 7. Utilities

- a. Pull AZ811 (fka Bluestake) ticket
- b. Develop existing utility basefile to QLC
- c. Document potential conflicts with existing utilities
- d. Document anticipated or planned utility improvements within project area
- e. Develop utility contact matrix
- f. Identify need for utility potholes

## 8. Public outreach/engagement

- a. Consultant shall facilitate public meetings in the project vicinity to explain the need and benefit of the proposed alternative(s) for the Sundog Connector
- b. Consultant will prepare 3D visualizations for public outreach activities
- c. Consultant will conduct two or three (2-3) public meetings throughout the project to gather public comments as well as to inform the public on the progress of the project
- d. Public meetings should be planned to be in-person, but virtual options should also be considered with the unknowns of COVID-19 during the duration of the project

## 9. Environmental Overview

- a. The purpose of the Environmental Overview (EO) is to describe the existing environmental conditions within the project area, to identify any documented potential problem areas (fatal flaws), issues, and opportunities that influence candidate alternative alignment development or selection.
- b. In this analysis, the Consultant will address all of the major environmental disciplines and a review of all appropriate resources
- c. Identify and incorporate elements of the Planning and Environmental Linkages (PEL) process into the alternatives analysis, specifically around narrowing the range of alternative alignments

## 10. Wildlife

- a. Consultant will evaluate wildlife impacts and provide potential solutions
- b. Review and incorporate past wildlife studies
- c. Evaluate and determine if new data collection is required relative to wildlife corridors

## 11. 15% engineering scoping design for preferred alternative, including vertical

- a. Fact sheet
- b. Typical section
- c. Plan and profile

- i. Roadway would show conceptual drainage plan and striping

## 12. Estimated Costs

- a. Itemized estimate with costs broken down into the following categories:

- i. Construction
- ii. Right-of-Way
- iii. Utilities
- iv. Engineering Design
- v. Total Cost

## 13. Deliverables:

- a. DCR

- i. Document potential design and construction funding sources
- ii. Preliminary design schedule with durations
- iii. Seasonal/miscellaneous considerations
- iv. Environmental Overview

- b. Standalone reports:

- i. Traffic Report
- ii. Drainage Report

- c. 15% plans

- d. Project estimate

- i. All alternatives identified in the DCR

## II. SOQ: GENERAL PROVISIONS, REQUIREMENTS AND CONTENTS

### 1. Written Questions

Any questions regarding this RFQ should be submitted in writing to Daniel Harmonick by email at [Daniel.harmonick@yavapaiaz.gov](mailto:Daniel.harmonick@yavapaiaz.gov) with a copy to [Allison.mccarthy@yavapaiaz.gov](mailto:Allison.mccarthy@yavapaiaz.gov) not later than twelve (12) working days prior to the closing date of January 12~~21~~, 2022. Responses to questions of significance to all respondents will be posted on the CYMPO Web site at <https://www.cympo.org> under "RFPs and RFQs" not later than six (6) working days prior to the closing date of January 21, 2022. Questions of significance to all respondents may require an amendment to this RFQ which may require adjustments to the schedules.

### 2. General

The Central Yavapai Metropolitan Planning Organization invites interested firms to submit written SOQs relating to this solicitation. The CYMPO TAC will evaluate each SOQ based upon the enclosed scoring process and recommend approval from the CYMPO Board. The SOQs will be



ranked based on the merits of the submitted SOQs, and then the top ranked firm (not less than 3) will be selected.

The Central Yavapai Metropolitan Planning Organization reserves the right to reject any SOQ not in compliance herewith or all SOQs. This request is not a commitment to initiate a contract for services but only to seek qualifications precedent to negotiations for a contract.

Specific state and federal language is required to be in all CYMPO contracts/professional services agreements and is provided in the Contract attached hereto, which is a part hereof and subject to amendment and adjustment as provided in this RFQ.

### **3. Submittal**

One (1) **electronic copy** of the SOQ to be received no later than **2:00 pm, Friday, January 21, 2022**. Submittals should be sent to [Daniel.Harmonick@yavapaiaz.gov](mailto:Daniel.Harmonick@yavapaiaz.gov) with a copy to [Allison.McCarthy@yavapaiaz.gov](mailto:Allison.McCarthy@yavapaiaz.gov).

Submitted proposals become the property of Central Yavapai Metropolitan Planning Organization and will not be returned.

### **4. Late Submittals**

Any SOQs received after the exact time specified above will not be considered.

### **5. Preparation**

~~Proposal~~ **The SOQ** submittal of no more than fifteen (15) printed 8 ½ x 11 **single sided** pages with font being no smaller than twelve (12) point, **not** including a cover letter, front and/or back cover, **or resumes for key personnel and subconsultants**, should be prepared providing a straightforward concise description of the Contractor's qualifications, as further described below.

### **6. Signature and References**

The ~~proposals~~ **SOQs** should be signed by the person in the Contractor's firm responsible for the decision as to the qualifications stated in the proposal. Proposals should also include references and contact information of the key staff and firm submitting the proposal.

### **7. Preparation Costs**

All costs incurred for the proposal preparation, presentation, or contract negotiations are the responsibility of the firm. CYMPO will not pay for any information solicited or received.

**8. Estimated RFQ Schedule**

Friday December 17, 2021	Request for Proposals Advertised
Friday January 21, 2022	Request for Proposals due to CYMPO by 2pm
Thursday, February 3, 2022	CYMPO TAC Working Group review of submittals & selection of top three candidates
February 2022	Begin cost negotiations with selected firm(s)
Thursday, March 3, 2022	TAC recommended approval of selected firm
Wednesday, March 16, 2022	CYMPO Board approval
Wednesday, April 6, 2022	Yavapai County Board of Supervisors approval (CYMPO Fiscal Agent)
April 2022	Contract Fully Executed and Notice to Proceed

The foregoing scheduling is subject to adjustment.

**9. Specific SOQ Requirements**

- a. **Identification.** A cover letter or equivalent which includes:
  - i. The title of this solicitation.
  - ii. Consultant's name and business address.
  - iii. The name, title, mailing address, and telephone, fax numbers and email of the Consultant's contact.
  - iv. Signature from a representative or officer authorized to bind the Consultant.
- b. **Table of Contents.**
- c. **Organization and Approach.** A brief statement describing the Consultant's organization and outlining its approach to completing the work required for the **Sundog Connector Design Concept Report and Environmental Overview** range of projects included in this solicitation. This statement should briefly illustrate the Consultant's overall understanding of the **items identified in the scope of**

~~work specific areas of expertise and related experience. regarding the anticipated projects listed above and services offered under item 5 below.~~

- d. **Background of Firm.** Background information regarding Consultant, including:
- i. Number of employees (by type of professional expertise and managerial role in the consultation).
  - ii. Length of time the Consultant has been in business.
  - iii. Number of affiliated offices (if applicable).
- e. **Recent Examples and References.** Consultant's recent experience in performing work similar to that anticipated herein. This description shall include the following:
- i. Date of the project.
  - ii. Name and address of client organization.
  - iii. Name and telephone number of the individual in the client organization that had management responsibility for the project.
  - iv. Brief description of the project.
  - v. Consultant team members involved and their roles.
- f. **Individuals and Expertise.** A complete listing of all **key personnel's** ~~individuals and the individual's~~ qualifications and education to be included under each **item of the scope of work** ~~area of expertise~~, specifying their area of participation and level of participation in each of the **items identified in the scope of work** ~~areas of expertise identified in Section 4 above~~. This information must be provided in a spreadsheet or tabular format with Subconsultants listed separately. Project managers on assignments that involve engineering elements or otherwise require professional licensure/registration must have current registration in Arizona.
- g. **Résumés.** Résumés of **all key personnel, and additional personnel as firm determines appropriate** ~~each person listed in item seven (7) above~~, indicating education and experience relevant to the **items in the scope of work** ~~areas of expertise~~. Include abstracts of previously completed similar projects.
- h. **Subconsultants.** The name, address, telephone number, and primary contact for Subconsultants Consultant would expect to utilize to provide the services under **the scope of work** ~~Section 4 above~~, including specifying the area of participation and level of participation. For each Subconsultant, include résumés of the individuals to be assigned to the project and at least two (2) references which include:

- i. Date of the project.
  - ii. Name and address of client.
  - iii. Name and telephone number of the individual in the client organization that had management responsibility for the project.
  - iv. Relevance to this SOQ.
  - v. Brief description of the project.
- i. **Additional Information.** Any additional information that the Consultant believes would be useful to CYMPO in evaluating the Consultant's SOQ.
  - j. **Rules of Professional Conduct.** Consultant certifies by its submission of an SOQ that Consultant will comply and cause each Subconsultant to comply, in all respects, with the rules of professional conduct set forth in A.A.C. R4-30-301 and any other statute or Rule regulating Consultant's professional conduct.
  - k. **Information Form.** A completed Consultant's/Proposer's Information Form (Appendix B) and, if applicable, one for each for each Subconsultant proposed for this project.

By signature on the Proposers Information Form, the Consultant certifies that:

- i. The submission of the offer did not involve collusion or other anti-competitive practices.
  - ii. The CONSULTANT will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
  - iii. The CONSULTANT has not given or offered to give and does not intend to give at any time hereafter State or Federal law including any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
  - iv. Failure to sign the offer, or the falsity of a material statement in a signed offer, shall void the submitted offer or any resulting contracts, and the CONSULTANT may be debarred.
- l. **Debarment and Suspension Certification.** As required by 49 CFR 29 (Debarment and Suspension), certification of Consultant's eligibility to receive Federal funds. A certification to this effect is included in the Request for Qualification Certification form ("RFQ Certification Form") attached hereto and Consultant will have to comply with further submission in event Consultant is to contract for the Work.
  - m. **Conflict of Interests.** Each Consultant shall document within its proposal any potential conflicts of interests. A conflict of interest shall be cause for

disqualifying a Consultant from consideration. A potential conflict of interest includes, but is not limited to:

- i. Accepting an assignment where duty to the client would conflict with the Consultant's personal interest, or interest of another client.
  - ii. Performing work for a client or having an interest which conflicts with this contract.
  - iii. Employing personnel who worked for CYMPO or one of its member agencies within the past three years.
  - iv. All relationships with CYMPO and/or any employees of CYMPO.
  - v. **No member, officer, or employee of the CYMPO either during his or her tenure or for one (1) year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.**
- n. **Confidential Portions Identification.** In accordance with Arizona Administrative Code R2-7-103, Consultant may designate as confidential portions of a SOQ. A summary index of any such designation must be included in the Table of Contents or cover letter in the SOQ documents. If CYMPO determines to disclose the information provided, CYMPO shall inform the Consultant in writing of such determination prior to such disclosure.
- o. **Anti-Lobbying:** Compliance with Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11 and 23 CFR 630.112(c)(5) is required and Consultant certifies compliance by execution of the RFQ Certification Form and will have to provide a further certification to receive a contract for the Work.
- p. **DBE Requirements.** Commitment Form ~~3204PS~~ **3212PS** must be completed and returned with this SOQ. The form can be found at the following link:

<https://azdot.gov/business/business-engagement-and-compliance/lpasubrecipient/contract-forms-specs>

Consultant will be required to comply with all applicable DBE requirements, including those set forth in the Contract at Section 21, the terms of which apply to this RFQ and the Contract.

A DBE goal of 1.73% has been established for the Project and Work thereunder. The applicable DBE terms are found in Contract Section 21 Disadvantaged Business Enterprise (DBE) and Appendixes thereto. The Consultant is encouraged to obtain DBE participation above and beyond the goal in that contract. The Consultant is required to adhere to the goal/commitment made to utilize certified DBEs as indicated in the firm's Statement of Qualifications (SOQ).

- q. **Consultant Contract Information.** Consultant shall provide full contact information, including email address, street address and telephone number.

## PROPOSER'S CHECKLIST

Before submitting an SOQ, please make sure all required information as specified in "Statement of Qualifications (SOQ) Requirements and Content" have been included. The requirements include the following:

1. One (1) electronic PDF format submission **via email** ~~on a compact portable drive~~ of the SOQ with a maximum of **fifteen (15) single-sided** pages, **not including a cover letter, front and/or back cover, or resumes for key personnel and subconsultants.**
2. Cover letter signed by a party authorized to bind the entity submitting the SOQ.
3. Description of the Consultant's organization and approach to work required by the solicitation.
4. Range of services offered including recent examples with references for each **item within the scope of work** ~~area of expertise~~ the Proposer is qualified in.
5. Complete list of all ~~individuals~~ **key personnel** to be included under each **item within the scope of work** ~~area of expertise~~ with résumés.
6. Proposer's Information Form for Consultant must be signed by a party authorized to execute documents for Consultant.
7. Documentation of any potential conflicts of interest.
8. Execution of the SOQ Certifications Form properly signed and dated.
9. Proposers List completed in AZ UTRACS. Email confirmation of completed Proposers must be included in SOQ.
10. SOQ submitted not later than January 21, 2022 at 2:00 p.m. (MST).

### III. SOQ EVALUATION AND SELECTION PROCESS

1. **Selection.** A portion of the funding for this project is provided by the FTA and the FHWA and administered via ADOT. Applicable federal law requires that CYMPO select three (3) or more submitting consultants ("Candidates") based upon their rating. Selection will be made based on the SOQ and criteria provided and herein and all qualifying submittals will be scored based upon each of the following categories, with the points noted being the maximum possible point allowed in a given category. **The requirements of Section 9, titled "Specific SOQ Requirements" commencing on page 10, are to be met and aid in the scoring items listed below:**
  - a. Education and relevant experience of personnel in providing similar services. Only those personnel that will be assigned to work directly on each area should be cited. (5 points)

- b. Demonstrated DBE Compliance. (5 points)
  - c. Availability of key personnel throughout the project effort. (10 points)
  - d. Recognition of work priorities and flexibility to deal with change and contingencies. (10 points)
  - e. Proven track record in the **items listed in the scope of work** ~~areas of expertise~~ sought. Consultant should clearly identify the principal people who worked on past projects and the amount of time they devoted to the work effort. (15 points)
  - f. Ability and commitment to deliver required products and services, meet all deadlines for submitting associated work products, and ensure quality control. (15 points)
  - g. Demonstration of the overall understanding of the goals and objectives of this solicitation. (20 points)
  - h. Clarity of SOQ, realistic approach, technical soundness, and enhancements to elements outlined in this RFQ. (20 points)
2. **References.** As part of its final selection, CYMPO reserves the right to contact a reasonable number of references from among those provided by the Consultant.
3. **Contact.** CYMPO may conduct discussions with Consultants who submit SOQs.
4. **Reservations.** CYMPO reserves the right to:
- a. Cancel this solicitation.
  - b. Reject any and all SOQs and re-advertise.
  - c. Select any and all SOQs that will, in its judgment, best meet CYMPO's needs.
  - d. Negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period, or canceled, for lack of funds.
5. **Consultations/Contact with CYMPO or CYMPO Member Agency Employees.** Except for submissions and discussions provided herein, all firms interested in this RFQ (including the firm's employees, representatives, agents, lobbyists, attorneys, and Subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, and to protect the integrity of the selection process. All questions on this selection process should be addressed to the authorized representative at CYMPO.

#### IV. NEGOTIATIONS AND CONTRACT

1. **Notifications.** Once CYMPO has completed its rating of submitting consultants (“Candidates”), and unless the RFQ process is discontinued, it will inform at least the top three (3) rated consultants of their rating. These consultants may be so informed by telephone, email and/or formal notice. Because all SOQs will be rated, the withdrawal of one candidate may change the rating of other Candidates.
2. **Negotiations.** The Budget for any project is not publicized, allowing for maximum competition. It is the responsibility of the Contractor to propose the most competitive pricing possible, and then after award, to work within the constraints of the awarded budget. CYMPO will negotiate with Candidates in order of their rating/score, highest to lowest, in an attempt to reach contract terms acceptable to CYMPO. Negotiations will regard price and terms applicable under the Contract and, if the price and terms are acceptable to CYMPO in its sole discretion, it will offer a contract to such consultant, which Contract will be subject to the approval process set forth below. Terms subject to negotiation include total price of the project/work, pricing of relevant portions of the Project/Work, unit pricing – where applicable, scheduling of work and avoidance of front end/early allocation of billing or pricing inconsistent with total project goals/Work, as well as compliance with the Contract and legal requirements and Consultant’s ability to perform consistent with the same. In the event negotiations do not result in an offer of a contract or the offer is rescinded or rejected, then CYMPO will negotiate under the same process with the next highest rated Candidate and if a contract is not reached or is rescinded or rejected, with the next highest rated Candidate. CYMPO may cease attempts if negotiations are not successful with the top 3 Candidates or may, in its sole discretion, extend negotiations under the same terms to other Candidates in order of their scoring, highest to lowest.
  - a. CYMPO may cease the process of negotiating with a Candidate at any time CYMPO believes it is not able to reach a contract with consultant for a price and terms acceptable to CYMPO or where CYMPO has information indicating there is or will be a change in consultant personnel or other facts detrimental to consultant’s being able to perform under and comply with the Contract.
  - b. CYMPO may withdraw an offer of contract for any of the reasons set forth in the foregoing paragraphs. CYMPO may withdraw an offer should TAC not support approval on technical grounds regarding a candidate’s qualifications or issues with the scope of or plans for proceeding with the Work as presented by a candidate. CYMPO will make a reasonable attempt to clarify such issues with consultant prior to withdrawal but may withdraw the contract offer if not resolved to CYMPO’s satisfaction, as determined in CYMPO’s sole discretion, as constrained only by Applicable Law.
3. **Contract.** The Contract to be offered will be in substantial conformity to the Professional Services Contract attached hereto, subject to change as necessary or desirable to: a) to conform to Applicable Law (including in interpretation) of the same; b) to accommodate clarifications or descriptions in the scope of work; and c) to accommodate negotiated terms regarding pricing and scheduling. **BY SUBMITTING ITS SOQ CONSULTANT AGREES IT HAS READ THE CONTRACT AND THAT IS ABLE TO AND WILL COMPLY WITH THE TERMS OF THE CONTRACT.**



4. **Contract Approval.** The Contract is subject to an approval process and consultant shall have no right to a contract unless and until the contract has been finally approved by the Yavapai County Board of Supervisors and is executed by a CYMPO Board Member. A Contract will be subject to review and recommendation by TAC, review and approval by the CYMPO Board prior to submission to the Yavapai County Board of Supervisors. The scheduling in Phase 3 above is subject to change based upon issues referenced in Section 3 and other cause beyond CYMPO's control.
5. **Nondiscrimination.** The Contract is specifically subject to the following:

***“The Central Yavapai Metropolitan Planning Organization (CYMPO), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 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.”***
6. **Vendor Information.** Consultant shall have a completed Federal Form W-9 and Proof of Insurance on file with CYMPO as well as all other certifications required by the Contract. No payments shall be made until the forms are on file.
7. **Performance Standards.** CYMPO will rely on and Consultant shall perform in accordance with the Contract attached hereto as completed and modified.
8. **Release of Information.** The Consultant agrees that Consultant's employees shall not divulge or release data or information developed or obtained in connection with the performance of the resulting contract, except as the same is protected to Consultant by the provisions herein or are made public by CYMPO, ADOT, FTA or FHWA.
9. **Project Administration and Project Management.** The CYMPO Project Manager is Daniel Harmonick, or such other person as CYMPO may hereafter designate. The CYMPO Project Manager will provide general direction as necessary and will be responsible for decisions pertaining to work under the contract.
10. **Payment.** The Consultant will be paid based on the negotiated scope of services, budget, schedule, and fee as provided in the Contract but will be subject to prompt payment and objection as provided in the Contract and in the Prompt Payment Attachment to the Contract.

Progress reports and invoices shall be submitted monthly for reimbursement of costs incurred in conformance with the project budget. The progress reports shall document services by each work task, the hours worked, and where applicable, the hourly rate of each person, and other direct expenses. All costs incurred in preparing invoices shall be

included in the overhead rate. CYMPO will provide to the Consultant the format to be used for invoices and progress reports.

11. **Travel.** Travel will be subject to State policies for Travel and only actual expenses are reimbursable, within maximum reimbursement limits as described and established by the rates for travel: A.R.S. 38-621 through 38-627, Reimbursement for Expenses; State of Arizona Accounting Manual (SAAM), Section 50.65, Vendor Travel, Section 50.95 Reimbursement Rates available at <https://gao.az.gov/publications/saam>.

12. **Invoicing Requirements.** Invoices shall be submitted electronically to:  
[Allison.mccarthy@yavapai.gov](mailto:Allison.mccarthy@yavapai.gov) or such other person as CYMPO may designate

Or delivered in person or sent by mail addressed as follows:

Central Yavapai Metropolitan Planning Organization  
Attention: Accounts Payable  
1971 Commerce Center Circle, Suite E  
Prescott, AZ 86301

All invoices submitted must be signed. This RFQ and any SOQ are subject to the terms of the Administrative Requirements set forth in this RFQ.

13. **Audit.** An audit examination of the Consultant's records may be required as more fully set forth in the Contract.

14. **Reporting.** During the course of the project, a progress report is required with each invoice on a monthly basis. Each report shall include a comprehensive narrative of the activities performed during the month, an estimated percent complete for each project task, monthly and cumulative costs by task, activities of any Subconsultants, payments to any Subconsultants, a discussion of any notable issues or problems being addressed, and a discussion of anticipated activities for the next month.

15. **Conflict Reporting.** Consultant selected must document any potential conflicts of interest during the RFQ process and the contract period. A conflict of interest shall be cause for rejecting SOQ and/or terminating a contract. A potential conflict of interest includes, but is not limited to, the following:

- a. Accepting an assignment where duty to the client would conflict with the Consultant's personal interest or the interest of another client.
- b. Performing work for a client or having an interest which conflicts with this contract.
- c. Employing personnel who worked for CYMPO or one of its member agencies within the past three (3) years.

CYMPO shall be the final determining body as to whether a conflict of interest exists.

16. The Consultant selected shall be required to comply with CYMPO insurance requirements described in Addendum A to the Contract.

17. **Non-Discrimination.** From the publication of this RFQ forward, CYMPO, and the Consultants providing an SOQ until a Contract is finalized and then Contractor has fully performed, Consultant and its Subconsultants, assignees and successors shall be subject to compliance with non-discrimination statutes, rules and codes as provided in the Contract and thereto attachments, including Addendum B.
  
18. **Prompt Payment.** Consultant will abide by and comply with the prompt payment provisions applicable under Arizona Law in payment of their Subconsultants/subcontractors, applicable DBE reporting provisions and with the prompt payment provisions set forth in the Contract and attachments thereto.
  
19. **List of Attachments.**
  - A. Appendix A-Consultant's Information Form
  - B. Appendix B- Request for Qualifications Certifications Form
  - C. PSA, including all Addendums thereto

**APPENDIX A – CONSULTANT PROPOSER’S INFORMATION FORM**

Consultants proposing as prime Consultants or Subconsultants on CYMPO projects are required to complete this form and return it with your SOQ.

If you have any questions about this information form, please call the [CYMPO Fiscal Services Manager, (602) 254-6300.]

**1. GENERAL INFORMATION:**

Name of Firm: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Web address: \_\_\_\_\_ Year firm was established: \_\_\_\_\_  
 Is this firm a prime Consultant? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Is this firm a Subconsultant? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If so, identify specialty: \_\_\_\_\_  
 Is this firm a certified DBE? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If so, by whom? \_\_\_\_\_  
 Is this firm currently debarred? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Is this firm currently the subject of debarment proceeding? Yes \_\_\_\_\_ No \_\_\_\_\_

**2. FINANCIAL INFORMATION**

Firm’s annual gross receipts (average of last three years)

\_\_\_\_\_ <\$300,000  
 \_\_\_\_\_ \$300,000 - \$599,999  
 \_\_\_\_\_ \$600,000 - \$999,999  
 \_\_\_\_\_ \$1,000,000 - \$4,999,999  
 \_\_\_\_\_ >\$5,000,000

Information will be maintained as confidential to the extent allowed by Federal and State law. The undersigned swears that the above information is correct. Any material misrepresentation may be grounds for terminating any contract which may be awarded and initiating action under Federal and State laws concerning false statements.

\_\_\_\_\_  
 [NAME, TITLE]

\_\_\_\_\_  
 Date

## APPENDIX B – REQUEST FOR QUALIFICATIONS CERTIFICATIONS FORM

Contract name : **Sundog Connector Design Concept Report & Environmental Overview**

Consultant Name: \_\_\_\_\_

Please read the sixteen statements below. The statements are to ensure consultants are aware and in agreement with Federal, and State guidelines related to the award of this contract. Consultants shall submit this Certification Form attached to each SOQ for each RFQ advertised, as revisions to the form may occur from time to time. **FAILURE TO SIGN AND SUBMIT THE CERTIFICATION FORM SPECIFIED IN THIS RFQ WITH THE SOQ WILL RESULT IN THE SOQ BEING REJECTED.**

**Submission of the Proposal SOQ 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 their 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 RFQ package.
4. The consultant's signature on any RFQ or contract constitutes an authorization to CYMPO to ascertain the eligibility of the consultant, its principals and sub-consultants, to enter into contract with CYMPO and with any other governmental agency.
5. The consultant's Key Personnel are employed by the consultant, or where applicable by Sub-consultant on the date of submittal and are expected to remain employed during the project.
6. All information and statements written in the proposal are true and accurate and that the CYMPO MPO reserves the right to investigate, as deemed appropriate, to verify the information contained in proposals.
7. The consultant is aware of the insurance requirements applicable to the RFQ and Contract and 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 the project is funded in whole or in part 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, national origin, or sex, 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 RFQ, and will not add or replace them, unless the consultant has received prior written approval from CYMPO's Executive Director.
11. The consultant shall meet its DBE goal commitment and any other DBE commitments as stated in its RFQ 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 RFQ 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. In Compliance with 49 CFR Part 26.11, The consultant is required to register with the AZ UTRACS web portal and complete the Online Bidder's List. Please note: any firm being awarded work as a prime or sub-consultant on a federally funded project must be AZ UTRACS registered. Failure to submit the corresponding Bidder's List email confirmation as part of the Proposal will result in rejection of the proposal. Please use ADOT Project #\_\_\_\_\_.

*I hereby certify that I have read and agree to adhere to the sixteen statements above and that the statements are true to the best of my knowledge as a condition of award of this contract.*

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

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

Proposing Firm Name: \_\_\_\_\_

## Acknowledgement of Amendment Issued January 4, 2021

We, \_\_\_\_\_, hereby acknowledge receipt and review of the  
*(submitting firm)*  
amendment to the Sundog Connector Design Concept Report and Environmental Overview  
Request for Qualifications issued on January 3, 2021.

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Name

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Date

Organization: