



STATE OF ARIZONA



DEPARTMENT OF TRANSPORTATION PROCUREMENT

NOTICE OF REQUEST FOR PROPOSALS

S O L I C I T A T I O N T98-09-00007
NUMBER:

Commodity Code: **9661-99; 9414-99**

Description: **Right of Way Acquisition and Related Services and Relocation Services - Statewide**

A pre-offer conference will be held on October 2, 1997 at 1:30 p.m. MST at the Arizona Department of Transportation, Arizona Room, 205 South 17th Avenue, First Floor, Phoenix, Arizona, 85007 to answer questions related to this Request for Proposals.

OFFER DUE DATE : October 22, 1997 AT 3:00 P.M. MST

In accordance with A.R.S. §41-2534, Request for Proposals for the materials or services specified will be received by the Arizona Department of Transportation Procurement at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read.

Offer Opening and Submittal Location: Arizona Department of Transportation
Procurement
1739 West Jackson, Room 100P
Phoenix, Arizona 85007-3276

Offers must be in the actual possession of the Arizona Department of Transportation Procurement on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed package with the solicitation number and the offeror's name and address clearly indicated on the package. Additional instructions for preparing an offer are provided in the Uniform and Special Instructions to Offerors as contained within this notice.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Responsible Contract Officer:
Mary Rogers
Phone: (602) 255-8500
Date: **September 12, 1997**

**Arizona Department of Transportation
Procurement**

**Mary Rogers
PROCUREMENT OFFICER**

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1739 West Jackson, Room 100P
Phoenix, Arizona 85007-3276
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LEGAL NOTICE

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SOLICITATION NO. T98-09-00007

ARIZONA DEPARTMENT OF TRANSPORTATION

LEGAL NOTICE

REQUEST FOR PROPOSALS NO. T98-09-00007

The Arizona Department of Transportation (ADOT), Intermodal Transportation Division, Right of Way Group is seeking offers from qualified firms and individuals capable of providing right of way acquisition and related services and relocation services, statewide, on an as needed basis. It is anticipated that a maximum of six (6) contracts will be awarded.

Sealed offers will be received until 3:00 P.M. Mountain Standard Time on October 22, 1997, at the Arizona Department of Transportation, Procurement, 1739 West Jackson Street, Room 100P, Phoenix, Arizona 85007-3276. No offers will be accepted after the time specified. Offers will be opened at the time and place indicated above.

A pre-offer conference will be held on October 2, 1997 at 1:30 p.m. at the Arizona Department of Transportation, Arizona Room, 205 South 17th Avenue, First Floor, Phoenix, Arizona 85007 to answer questions related to the Request for Proposals.

The Request for Proposals pamphlet may be obtained from the address stated above, or by telephone at (602) 255-7584.

The right is reserved by the Arizona Department of Transportation to reject any and all offers. Award shall not be made solely on the basis of price.

1.0 STATEMENT OF NEED (OR SCOPE OF WORK)

SECTION 1.0 SPECIFICATIONS

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1.1 The Arizona Department of Transportation (ADOT), Intermodal Transportation Division, Right of Way Group (hereafter referred to as Department) is seeking to establish a “pool” of consultants (hereinafter referred to as Contractor), to provide right of way acquisition and related services and relocation services statewide on an as-needed basis.

1.1.2 It is anticipated that one (1) but not more than six (6) contracts will be awarded to qualified firms and/or individuals to provide these services on an as-needed basis. The selection of Contractor(s) to provide this service will be determined by the Department. The Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the Department may secure similar services from other contracted sources at any time in conjunction with, or in replacement of, the Contractor’s service.

1.1.3 Work will be performed on an “as needed” basis upon request by the Department.

1.1.4 Department makes no guarantee as to the amount of work which will be required during the term of the contract.

1.1.5 Contractors shall provide all services as defined under 1.3 Contractor Responsibilities.

1.2 **MINIMUM QUALIFICATION**

In accordance with Arizona Revised Statutes, Section 32, Chapter 20, the Contractor’s employees performing relocation and acquisition services must be licensed by the Real Estate Commission, State of Arizona. No contact shall be made with property owners by an individual without a valid real estate license.

1.3 **CONTRACTOR RESPONSIBILITIES**

1.3.1 The Contractor shall be responsible for the following activities:

1.3.2 **ACQUISITION**

1.3.2.1 Acquisition services will consist of acquiring property rights as required by various projects. These property rights may include, but are not limited to, rights of entry, temporary or perpetual easements, and fee title free and clear of all liens and encumbrances. All acquisitions must be performed in accordance with Federal and State laws and Department’s procedures as listed in Paragraph 1.4.

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Contractor will be required to provide services in accordance with the following guidelines:

- 1.3.2.1.1 Presentation of written offers with summary statements based on approved appraisal values or settlements, negotiation on behalf of the Department and performance of other acquisition functions necessary to obtain the required property rights.
- 1.3.2.1.2 Prepare and consummate purchase agreements, building reports, deeds, easements, extended occupancy agreements or releases, if applicable, and open and close escrow on all successful acquisitions.
- 1.3.2.1.3 Current and detailed contact reports will be maintained by parcel, documenting all actions relating to the parcel to include dates, places and names. Contact reports will be typed when package is submitted for payment.
- 1.3.2.1.4 Special conditions proposed by the property owner will be submitted to Department for approval. Recommendations and supporting data for administrative settlements or condemnation will be submitted to Department's management for consideration. Condemnation actions will be initiated and pursued by Department in cases where negotiation has proven unsuccessful. Pre-condemnation meetings will be held prior to initiation. Contractor shall be present to deliver history of the file.
- 1.3.2.1.5 Escrows shall be handled by the title company under contract with the Department at the time of acquisition. Title insurance policies will be required in the amount of the purchase cost of land and improvements on all acquisitions. An appropriate amount of the appraised value will be withheld at close of escrow as a security deposit for improved properties. Contractor may be involved in clearing title prior to close of escrow.
- 1.3.2.1.6 The closing acquisition package shall be submitted to Department for review and processing for approval and payment. The transmittal form will be completed to include an explanation of how the title report requirements have been resolved.
- 1.3.3 **RELOCATION**
- 1.3.3.1 The Contractor will provide relocation assistance to eligible displaced individuals and businesses. All relocation services shall be performed in accordance with Federal and State laws and Department procedures as listed in Paragraph 1.4.

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- 1.3.3.2 Provide Relocation advisory assistance. Determine the number of families and/or businesses displaced per parcel. Determine the needs and eligibility of displacees by conducting a personal interview with each displacee.
- 1.3.3.3 Provide Department with current and continuing information on replacement properties.
- 1.3.3.4 Calculate monetary entitlements. Such calculations shall not be established by the Contractor's field agent working with the displacee. Inform the displacee in writing of the calculated entitlements and of the specific comparable replacement property used in the calculation of replacement housing benefits. Two (2) bids are required for commercial moves. Contractor will solicit bids and accompany bidders on the appointment. Bids/estimates must be guaranteed for at least ninety (90) days. Self moves are to be in accordance with the FHWA Fixed Moving Cost Schedule.
- 1.3.3.5 Issue to displacees Notices to Vacate according to the needs of the project. These Notices should be for a minimum of ninety (90) days and not given before the displacee has received a written statement of benefits and offer of replacement housing.
- 1.3.3.6 Issue other notices as appropriate: i.e., Notice of Intent to Acquire, Notice of Eligibility.
- 1.3.3.7 Inspect replacement housing to assure that it meets applicable decent, safe and sanitary (DS&S) standards.
- 1.3.3.8 Minimize hardship to persons by providing counseling, information as to other sources of assistance, methods of claiming relocation benefits and such other help as may be appropriate.
- 1.3.3.9 Maintain by parcel, current and detailed contact reports. Document all actions relating to the parcel inclusive of dates, places, and names. Contact reports will be typed when package is submitted for payment.
- 1.3.3.10 Submit packages for payment of benefits, along with all supporting documentation, to Department for review and processing.
- 1.3.3.11 Review all appeals for validity before request forms are forwarded to Department. Contractor will make available to Department all information pertaining to the matter under appeal and shall be present at the appeal hearing.

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- 1.3.3.12 Attend and testify at administrative appeal hearing upon Department's request.
- 1.3.3.13 Contractor shall be available locally, upon Department's request, while any eligible claim is pending to provide additional input. Eligibility period is eighteen (18) months from established claim date.
- 1.3.4 **OTHER RELATED SERVICES**
- 1.3.4.1 All Property Management services will be performed by Department with exception of the following.
- 1.3.4.1.1 Prepare and deliver to Department a fully executed extended occupancy agreement (EOA).
- 1.3.4.1.2 Refer to Department requests by a property owner to salvage any items for concurrence.
- 1.3.4.1.3 Payment by the property owner for salvaged items shall be a reduction in the purchase price.
- 1.3.4.1.4 Advise Department as early as possible in the negotiation process as to whether the property or properties to be acquired are occupied.
- 1.3.4.1.5 Advise Department when an occupied property is to be vacated and will, when applicable, supply to Department any keys to buildings acquired as soon as practical along with the vacate notice.
- 1.3.4.1.6 Notify Department immediately regarding closing so that Department can assume responsibility to administer the extended occupancy agreement.
- 1.3.4.1.7 Prepare and deliver to Department a fully consummated occupancy (lease) agreement.
- 1.3.4.1.8 Responsible for a walk-through of property assuring everything is in compliance with purchase agreement for proper release of deposits.
- 1.3.5 Perform miscellaneous services, including but not limited to regulatory research, relocation surveys and real estate functions, as may be required in connection with the Department's acquisition of real property.

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1.3.5 REPORTING REQUIREMENTS

1.3.5.1 Contractor will be required to submit monthly narrative progress reports. This report shall be submitted by the fifth of each month showing project status as of the end of the previous month. This report will include, but not be limited to:

1.3.5.1.1 Summary of activities for the month.

1.3.5.1.2 Status of each parcel.

1.3.5.1.3 Problems encountered and actions needed to resolve these problems.

1.3.5.1.4 Identify progress against project schedule for each work item.

1.3.5.1.5 Projected completion dates based on current progress.

1.3.6 GENERAL REQUIREMENTS

1.3.6.1 Name a project manager who will be available and familiar with project status at all times. Contractor will establish/develop an escalation scale within its structure to address problems before escalation to Department.

1.3.6.2 Maintain (on the job site or other mutually agreed upon location) complete and accurate records which will be available for inspection by Department's officials. A separate file will be maintained for each displaced unit which will include a detailed and timely record of all contact efforts. Copies or originals of all correspondence and documents will be retained in said file.

1.3.6.3 Correct, at no additional fee, any deficiencies noted by Department.

1.4 POLICIES, PROCEDURES, RULES AND REGULATIONS

1.4.1 The Contractor shall abide by the following:

1.4.1.1 Code of Federal Regulations - 49 CFR, part 24.

1.4.1.2 Arizona Revised Statutes §28-1841 through §28-1849.

1.4.1.3 Arizona Department of Transportation: ADOTM-1-Volume 5, Right of Way Group Policy and Procedural Manual, Statewide & Urban Acquisition Section, Chapters 1-14 draft dated July 1, 1996.

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1.5 DEPARTMENT RESPONSIBILITIES

- 1.5.1 Department will provide to the Contractor a Right of Way package for each parcel to be acquired including but not limited to the following:
 - 1.5.1.1 All necessary legal documents.
 - 1.5.1.2 Title reports reflecting title companies to be used for title transfer.
 - 1.5.1.3 An approved appraisal establishing the market value of the property rights to be acquired.
 - 1.5.1.4 A set of Right of Way plans with proper Department parcel numbers, when available.
- 1.5.2 Standard Department Right of Way forms for acquisition and relocation to Contractor plus samples of completed forms with instructions as to use. Provide an IBM-compatible "floppy" disk, formatted for Microsoft 6.0, containing all available letters and forms.
- 1.5.3 Arrange access to existing records maintained in the Right of Way Section if required to support the Contractor's responsibilities.
- 1.5.4 Furnish any special instructions in writing.
- 1.5.5 Appoint Project Coordinator(s) who will have the authority to monitor contract requirements. Project Coordinator(s) duties will include, but not limited to, review and coordination of condemnation actions, administrative settlements, and relocation appeals.
- 1.5.6 Prepare necessary Resolutions for the Transportation Board's approval.
- 1.5.7 Review completed parcel packages and process for approval and payment.
- 1.5.8 Handle all condemnation actions.

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SOLICITATION NO. T98-09-00007

2.1 **DEFINITIONS OF TERMS**

As used in these terms and conditions, the following terms have the following meaning:

- 2.1.1 "Contract" means the combination of the solicitation, including the instructions to offerors, the standard terms and conditions, the special terms and conditions, and specifications or scopes of work; the offer and any best and final offers; and any amendments to the solicitation or to the contract; and any terms implied by law.
- 2.1.2 "Days" means calendar days unless otherwise specified.
- 2.1.3 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 2.1.4 "Offer" means bid, proposal or quotation.
- 2.1.5 "Offeror" means a vendor who responds to any type of solicitation.
- 2.1.6 "Procurement officer" means the person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or his or her designee.
- 2.1.7 "Solicitation" means an invitation for bids, a request for proposals, or a request for quotation.

2.2 **APPLICABLE LAW**

- 2.2.1 Arizona Law. The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 2.2.2 Arizona Procurement Code. The Arizona Procurement Code, Arizona Revised Statutes ("A.R.S.") Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code ("A.A.C.") Title 2, Chapter 7, are a part of this contract as if fully set forth in it.
- 2.2.3 Implied Contract Terms. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.

2.3 **AUTHORITY**

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This contract is issued under the authority of the procurement officer who signed this contract. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized state employee or made unilaterally by the contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments, shall be void and without effect, and the contractor shall not be entitled to any claim under this contract based on those changes.

2.4 CONTRACT INTERPRETATION AND AMENDMENT

2.4.1 No Parole Evidence. This contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this contract.

2.4.2 No Waiver. Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2.4.3 Written Contract Amendments. The contract shall be modified only through a written contract amendment within the scope of the contract signed by the procurement officer on behalf of the State.

2.5 RECORDS

Under A.R.S. §§ 35-214 and 35-215, the contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the contractor shall produce a legible copy of any or all such records.

2.6 SEVERABILITY

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

2.7 RELATIONSHIP OF PARTIES

The contractor under this contract is an independent contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.

2.8 ASSIGNMENT AND DELEGATION

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The contractor shall not assign any right nor delegate any duty under this contract without the prior written approval of the procurement officer. The State shall not unreasonably withhold approval.

2.9 **GENERAL INDEMNIFICATION**

The contractor shall defend, indemnify and hold harmless the State from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or anyone for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the State or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract. The State shall reasonably notify the contractor of any claim for which it may be liable under this paragraph.

2.10 **INDEMNIFICATION - PATENT AND COPYRIGHT**

The contractor shall defend, indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by the State of materials furnished or work performed under this contract. The State shall reasonably notify the contractor of any claim for which it may be liable under this paragraph.

2.11 **SUBCONTRACTS**

The contractor shall not enter into any subcontract under this contract without the advance written approval of the procurement officer. The subcontract shall incorporate by reference the terms and conditions of this contract.

2.12 **COMPLIANCE WITH APPLICABLE LAWS**

The materials and services supplied under this contract shall comply with all applicable federal, state and local laws, and the contractor shall maintain all applicable licenses and permits.

2.13 **PAYMENTS**

The contractor shall be paid as specified in the contract. The payment must comply with requirements of A.R.S. Title 35.

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2.14 ADVERTISING AND PROMOTION OF CONTRACT

The contractor shall not advertise or publish information for commercial benefit concerning this contract without the prior written approval of the procurement officer.

2.15 PROPERTY OF THE STATE

Any materials, including reports, computer programs and other deliverables, created under this contract are the sole property of the State. The contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The contractor shall not use or release these materials without the prior written consent of the State.

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2.16 **THIRD PARTY ANTITRUST VIOLATIONS**

The contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the contractor toward fulfillment of this contract.

2.17 **RIGHT TO ASSURANCE**

If the State in good faith has reason to believe that the contractor does not intend to perform or continue performing this contract, the procurement officer may demand in writing that the contractor give a written assurance of intent to perform. The demand shall be sent to the contractor by certified mail, return receipt required. Failure by the contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the contract under paragraph 2.22 of the Uniform General Terms and Conditions.

2.18 **CANCELLATION FOR CONFLICT OF INTEREST**

The State may cancel this contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is or becomes at any time while the contract or an extension of the contract is in effect an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when the contractor receives written notice of the cancellation unless the notice specifies a later time.

2.19 **GRATUITIES**

The State may, by written notice to the contractor, immediately terminate this contract if the State determines that employment or a gratuity was offered or made by the contractor or a representative of the contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the contractor.

2.20 **SUSPENSION OR DEBARMENT**

The State may, by written notice to the contractor, immediately terminate this contract if the State determines that the contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity.

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2.21 **TERMINATION FOR CONVENIENCE**

The State reserves the right to terminate the contract in whole or in part at anytime for the convenience of the State without penalty or recourse. The procurement officer shall give written notice by certified mail, return receipt requested, to the contractor of the termination at least thirty (30) days before the effective date of the termination. Upon receipt of the written notice, the contractor shall stop all work and immediately notify all subcontractors to do the same. In the event of termination under this paragraph, all documents, data and reports prepared by the contractor under the contract shall become the property of and be delivered to the State. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

2.22 **TERMINATION FOR DEFAULT**

2.22.1 In addition to the rights reserved under Paragraphs 2.17 through 2.21 of these Uniform Terms and Conditions, the State reserves the right to terminate the contract in whole or in part due to the failure of the contractor to comply with any term or condition of the contract or to make satisfactory progress in performing the contract. The procurement officer shall mail written notice of the termination and the reasons for it to the contractor by certified mail, return receipt requested.

2.22.2 Upon termination under this paragraph, all documents, data and reports prepared by the contractor under the contract shall become the property of and be delivered to the State on demand.

2.22.3 The State may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The contractor shall be liable to the State for any excess costs incurred by the State in reprocurring the materials or services.

2.23 **RIGHT OF OFFSET**

The State shall be entitled to offset against any sums due the contractor any expenses or costs incurred by the State or penalties assessed by the State concerning the contractor's nonconforming performance or failure to perform the contract, including expenses, costs and penalties described in Paragraph 2.17 through 2.22 of these Uniform Terms and Conditions.

2.24 **AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

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Funds may not presently be available for performance under this contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this contract beyond the current fiscal year until funds are made available for performance of this contract. The State will make reasonable efforts to secure such funds.

2.25

CONTRACT CLAIMS

All contract claims and controversies under this contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and A.A.C. R2-7-901 through R2-7-937.

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2.26 NONEXCLUSIVE REMEDIES

The rights and the remedies of the State under this contract are not exclusive.

2.27 AUDIT

At any time during the term of this contract, the contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the contract or subcontract.

2.28 NON-DISCRIMINATION

The contractor shall comply with State Executive Order No. 75-5 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act. The contractor shall take affirmative action to ensure that applicants for employment, employees and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

2.29 EFFECTIVE DATE

The effective date of this contract shall be the date that the procurement officer signs the offer and acceptance form or other official contract form, unless another date is specifically stated in the contract.

SECTION 3.0 SPECIAL TERMS AND CONDITIONS

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3.1 CONTRACT TERM

The term of any resultant contract(s) for the Department shall commence on the date of contract execution and continue for twelve (12) months, unless terminated, canceled, or extended as otherwise provided herein. Total compensation for work performed under the Contractor's contract shall not exceed \$500,000.00 per year plus approved adjustments.

3.2 CONTRACT EXTENSION

The State reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods up to a maximum of forty-eight (48) months.

3.3 PROJECT ADMINISTRATION

The Project Manager is David Edwards, Right of Way Group, who will provide general direction, as necessary and be responsible for decisions pertaining to work under this contract.

3.4 CONTRACTOR SELECTION FROM MULTIPLE CONTRACTS

3.4.1 The Department makes no guarantee as to the amount of work to be assigned to any Contractor and may exercise its option not to utilize the services requested herein. The Department is under no financial obligation to any awarded Contractor unless authorized by a Department Purchase Order. Formal contract amendments will be required for all changes in the contractual requirements (renewal of contract, Contractor name change, etc.).

3.4.2 The selection of a Contractor for a project will be based on the following:

3.4.2.1 Department shall advise Contractor(s) in writing when services are required and request the Contractor(s) submit a written firm cost for the work which must include a flat fee associated with each parcel for acquisition and related services and relocation. The Contractor(s) shall include in the cost the number of displacees in the relocation of each parcel. The flat fee per parcel rate shall include all costs, including travel and per diem expenses, and, if applicable, all related operating expenses necessary to maintain a local office in the project area. Other costs associated with an appeal hearing shall be included in this flat fee per parcel rate. Contractor(s) will be advised of the due date for submission.

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3.4.2.2 Department shall notify one or more of the Contractor(s) via a Purchase Order of authorization to proceed with specified work. Work awarded under this Contract may not be based solely on price.

3.5 SUBCONTRACTING

Contractor may subcontract any of the services. However, this must be stated in the Contractor's offer. Qualifications of all subcontractors must be submitted in the offer.

3.6 VENDOR REGISTRATION

Prior to a purchase order and subsequent payment, the Contractor shall have a completed Request for Taxpayer Identification Number and Certification, Federal Form W-9, and AFIS II Vendor Setup form on file with ADOT Procurement (See Exhibit 6.2). No payments shall be made until the forms are on file.

3.7 METHOD OF PAYMENT

3.7.1 Contractor will be compensated based on the flat fee per parcel of work as specified in their offer.

3.7.2 Contractor shall submit monthly invoices for work accomplished to date in accordance with the conditions in paragraph 3.8. Each phase shall become eligible for payment by Department in accordance with the following:

3.7.2.1 For Acquisition Fees, the fee per parcel for each project shall be broken out into four (4) categories for payment based on actual work completed. The breakout for the invoice will be as follows:

	<u>Paid Per Parcel</u>
3.7.2.1.1 Offer prepared/approved by Department and presented to owners.	30% of flat fee
3.7.2.1.2 Negotiations completed and escrow opened.	20% of flat fee
3.7.2.1.3 Payment approved and escrow closed.	20% of flat fee
3.7.2.1.4 Acquisition completed, file delivered to Department.	30% of flat fee
3.7.2.1.4.1 Final 30% of the flat fee per parcel shall be invoiced based on approval of acquisition package or acceptance of	

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condemnation.

- 3.7.2.2 For Relocation Fees the fee per parcel for each project shall be broken out into four (4) categories for payment based on actual work completed. The breakout for the invoice will be as follows:

	<u>Paid Per Parcel</u>
3.7.2.2.1 Ninety (90) Day Notice Letter & comparable replacement housing entitlement presented to Relocatee.	30% of flat fee
3.7.2.2.2 Replacement housing selected or move completed.	20% of flat fee
3.7.2.2.3 Relocation completed.	20% of flat fee
3.7.2.2.4 File completed and approved by Department.	30% of flat fee

3.8 LIQUIDATED DAMAGES

If the Contractor fails to deliver the supplies or perform the service within the time specified in this Contract, or any extension thereof, the actual damages to the State for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the State as fixed, agreed and liquidated damages for each business day of delay, the amount of one hundred dollars (\$100.00) per parcel per day beyond completion date. The State may terminate the Contract in whole or in part, as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the State may reasonably obtain the delivery or performance of similar supplies or services, respectively. The State's right to liquidated damages for delay shall be in addition to any other remedies available to the State arising from Contractor's breach. The State shall have the right to offset any amounts owed to the Contractor by the liquidated damage amount.

3.9 INVOICING REQUIREMENTS

- 3.9.1 All invoices for this contract shall be delivered in person or sent by mail addressed as follows:

- 3.9.1.1 Arizona Department of Transportation
Right of Way Operation Section
Attn: Consultant Contracts
205 S. 17th Ave., Rm. 309, (Mail Drop 612E)

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3.10 **ESCALATION**

The Department may allow for an escalation of the contract price, limited to labor and direct cost increases, provided that the increases can be verified by audit. The Contractor must provide the Department with a 30-day written notification requesting an increase. No escalation will be allowed prior to one year from starting date of contract.

3.11 **PERFORMANCE STANDARDS**

The State relies upon the provision of services in accordance with the contract, therefore, the Contractor agrees that time is of the essence, and that contractual commitments shall be met.

3.12 **CHANGES IN WORK**

Significant changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary. Contract changes defining and limiting the work and compensation must be mutually agreed upon in writing by formal Contract Amendment and authorized by the Procurement Officer.

3.13 **REMOVAL OF CONTRACTOR'S EMPLOYEES**

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Department may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the Department.

3.14 **INSURANCE**

3.14.1 The Contractor shall furnish certificate(s) of insurance to ADOT Procurement, 1739 West Jackson Street Room 100P, Phoenix, Arizona 85007-3276, within ten (10) calendar days after notification of tentative award of work and prior to a purchase order issuance. These certificates shall indicate insurance in force for the following coverages and minimum amounts:

3.14.1.1 Commercial General Liability insurance in an amount of not less than one million dollars (\$1,000,000.00) each occurrence. In addition to bodily injury and property damage, the coverage is to include broad form property damage, personal and advertising injury and contractual liability. **The State of Arizona**

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and Arizona Department of Transportation shall be named as additional insureds on the policy.

- 3.14.1.2 Automobile Liability insurance coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) for all owned, leased, hired and non-owned vehicles. **The State of Arizona and Arizona Department of Transportation shall be named as additional insureds on the policy.**
- 3.14.1.3 Valuable Papers insurance coverage in an amount sufficient to assure the restoration of any plans, notes, computations, memoranda, reports or other similar data relating to the work of the Contract used in the performance of this Contract. **The State of Arizona and the Arizona Department of Transportation must be named as Loss Payees on the policy.**
- 3.14.1.3.1 The insurance of the contractor or subcontractor who last possessed the valuable papers is primary, the insurance of other contractors or subcontractors is excess and any insurance carried by the State is tertiary.
- 3.14.1.4 Professional Liability coverage in an amount of not less than one hundred thousand dollars (\$100,000.00) per claim.
- 3.14.1.5 Worker's Compensation and Employer's Liability insurance meeting all federal and state statutory requirements with a minimum limit of one hundred thousand dollars (\$100,000.00). Sole proprietors, who do not have this coverage, will be required to sign a Sole Proprietor Waiver form prior to contract execution. The Offeror shall inform the Procurement Officer this form is needed when notified of tentative contract award.
- 3.14.2 Upon expiration of the original certificate of insurance, the Contractor shall furnish to the Department, a renewal certificate which complies with the contractual requirements for the term of the project.
- 3.14.3 A.R.S. 41-621 provides that the Contractor's insurance is primary and any insurance carried by the State or the Arizona Department of Transportation is in excess and not contributory to that provided by the offeror. Contractors are advised to assure that their insurance agents are aware of this. (A sample certificate is included as Exhibit 6.1).

3.15 ORGANIZATION - EMPLOYMENT DISCLAIMER

- 3.15.1 The contract is not intended to constitute, create, give to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business

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organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in the contract.

- 3.15.2 The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the contract are considered to be State employees, and that no right of State civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the State harmless with respect thereto.

3.16 RELATIONSHIP WITH OTHERS

The Contractor shall cooperate fully with the Department, the Arizona counties, municipalities and local government officials, and all such others as may be required in the performance of this Contract. This shall include attendance at meetings, discussions, and hearings, as may be required; presentation of data, as may be required from time to time by the Department to effect such cooperation; and compliance with all directives issued by the Department.

3.17 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability, or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

3.18 KEY PERSONNEL

Changes in key personnel, as detailed in Contractor's offer attached hereto, cannot be made without prior written approval of the Department.

3.19 DELAYS AND EXTENSIONS

During the course of this Contract, if deemed in the best interest of the State, an extension of time may be granted by written mutual agreement. However, any

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time extension so granted shall not constitute or operate as a waiver by the State of any of its rights herein.

3.20 ACCURACY OF WORK

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

3.21 REVIEW OF CONTRACTOR'S WORK

Work performed by the Contractor shall be subject to the periodic reviews and partial acceptance at various stages. The Department reserves the right to make such reviews and pass upon the acceptability of Contractor's work. No partial acceptance shall relieve the Contractor's obligation to correct, without charge, any errors in the work on this project.

3.22 EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor employed in performance of work under this Contract shall be employees of the Contractor at all times and not of the Department. The Contractor shall comply with the Social Security Act, Worker's Compensation laws and unemployment laws of the State of Arizona as well as all federal, state and local legislation relevant to the Contractor's business.

3.23 CONFLICT OF INTEREST

The Contractor covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of Contractor's contract.

3.24 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT

3.24.1 DBE participation is a requirement in this project. The selected Contractor must satisfy one or more of the following criteria listed below. Evidence of all DBE certifications must be included in the offer.

3.24.2 Is currently a Department-certified DBE firm.

3.24.3 Has Department-certified DBE firm(s) performing a minimum of 10% of the total value of the contract. Name of firm(s) are to be identified.

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3.24.4 Has demonstrated a good faith effort to employ a Department-certified DBE firm as a subcontractor, supplier or vendor.

3.25 FEDERALLY REQUIRED TERMS

3.25.1 The following terms are required for federally funded project requirements. The Federal Highway Administration shall have the authority to review and monitor all aspects of Contractor's work. These terms may be waived for non-federally funded project requirements upon written request from the Contractor.

3.25.1.1 Employment of Federal Highway Administration and State's Personnel

The Contractor shall not employ any person or persons in the employ of the Federal Highway Administration or of the State of Arizona or any of its boards, agencies, or commissions, for any work required by the terms of this Contract, without prior written permission of the Federal Highway Administration of the State.

3.25.1.2 Civil Rights

3.25.1.2.1 The Contractor is required to comply with Executive Order 75-5 "Non Discrimination in Employment in Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

3.25.1.2.2 The Contractor is required to comply with Title VI of the Civil Right Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23, CFR 710.405(b) are made applicable by reference and are hereinafter considered part of this Contract.

3.25.1.2.3 The Contractor is required to comply with the provision of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (441 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

3.25.1.3 Affirmative Action

3.25.1.3.1 Contractor shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this Contract.

3.25.1.3.2 Include qualified small and minority businesses on solicitation lists.

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- 3.25.1.3.3 Assure that small and minority businesses are solicited whenever they are potential sources.
- 3.25.1.3.4 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
- 3.25.1.3.5 Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
- 3.25.1.3.6 Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
- 3.25.1.3.7 Contractor shall take similar appropriate affirmative action in support of women's business enterprises.
- 3.25.1.4 Energy Conservation
- Contractor is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).
- 3.25.1.5 Environmental Protection
- 3.25.1.5.1 (This clause is applicable if this Contract exceeds \$100,000.00)
- 3.25.1.5.2 Contractor 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), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the U.S.E.P.A. Assistant Administration Enforcement (EN-329).
- 3.25.1.6 Subcontracts
- The Contractor agrees to insert in all subcontracts the clauses hereof entitled "Civil Rights", "Affirmative Action", and "Anti-Lobbying". Contractor further agrees to insert in any subcontract exceeding \$100,000.00 the clause hereof entitled "Environmental Protection".
- 3.25.1.7 Anti-Lobbying

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- 3.25.1.7.1 The Contractor agrees to comply with the provisions of 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 52.2036-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier subrecipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.
- 3.25.1.7.2 The Contractor agrees to require all lower tier subcontractors who have agreements exceeding \$100,000.00 to complete the Certification for Federal-aid Contracts (ECS Form 90-1) and when appropriate, the Disclosure of Lobbying Activities (ES Form 90-3) prior to the execution of the prime Contractor's agreement with the Department. Lower tier certifications are to be maintained by the Contractor.

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4.1 DEFINITION OF TERMS USED IN THESE INSTRUCTIONS

As used in these instructions, the following terms have the following meaning:

- 4.1.1 "Days" means calendar days unless otherwise specified.
- 4.1.2 "Offer" means bid or proposal.
- 4.1.3 "Offeror" means a vendor or provider who responds to a solicitation as defined in subparagraph 4.1.5 of this paragraph.
- 4.1.4 "Procurement Officer" means the person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or his or her designee.
- 4.1.5 "Solicitation" means an invitation for bids ("IFB") or a request for proposals ("RFP").

4.2 PREPARATION OF OFFER

- 4.2.1 Forms; No Facsimile or Telegraphic Offers. An offer shall be submitted either on the forms provided in this solicitation or their substantial equivalent. Any substitute document for the forms provided in this solicitation shall be legible and contain the same information requested on the forms. A facsimile, telegraphic or mailgram offer shall be rejected.
- 4.2.2 Typed or Ink; Corrections. The offer must be typed or in ink. Erasures, interlineations or other modifications in the offer must be initialed in ink by the person signing the offer. Modifications shall not be permitted after offers have been opened except as otherwise provided in applicable law.
- 4.2.3 Offer and Acceptance Form; Original Signature. The offer and acceptance form within the solicitation must be submitted with the offer and must include an original signature by a person authorized to sign the offer. The signature shall signify the offeror's intent to be bound by the offer and the terms of the solicitation. Failure to submit an original signature with the offer shall result in rejection of the offer.
- 4.2.4 Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 4.2.5 Duty to Examine. It is the responsibility of each offeror to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be a grounds for withdrawing the offer after the offer due date and time nor shall it give rise to any contract claim.

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- 4.2.6 Exceptions to Terms and Conditions. An offer that takes exception to a material requirement of any part of the solicitation, including a material term and condition, shall be rejected.

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4.3 PRE-OFFER CONFERENCE

If a pre-offer conference has been scheduled under this solicitation, the date, time and location appear on the solicitation's cover sheet or elsewhere in the solicitation. An offeror should raise any question it may have about the solicitation or the procurement at that time. An offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the solicitation shall be answered solely through a written solicitation amendment.

4.4 INQUIRIES

4.4.1 Procurement Officer. Any inquiry related to a solicitation shall be directed solely to the procurement officer. The offeror shall not contact or direct inquiries concerning this solicitation to any other State employee unless the solicitation specifically identifies a person other than the procurement officer as a contact.

4.4.2 Submission of Inquiries. The procurement officer or the person identified in the solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page and paragraph. Do not place the solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an offer and not be opened until after the offer due date and time.

4.4.3 Timeliness. Any inquiry shall be submitted at least seven days before the offer due date and time. Failure to do so may result in the inquiry not being answered.

4.4.4 No Right to Rely on Verbal Responses. Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation amendment. An offeror may not rely on verbal responses to its inquiries.

4.5 SUBMISSION OF OFFER

4.5.1 Sealed Envelope or Package. Each offer shall be submitted in a sealed envelope or package that identifies its contents as an offer and the solicitation number to which it responds. The appropriate solicitation number shall be plainly marked on the outside of the envelope.

4.5.2 Amendments. Each solicitation amendment shall be signed with an original signature by the person signing the offer, and shall be submitted no later than the offer due date and time. Failure to return a signed copy of a material solicitation amendment shall result in rejection of the offer.

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4.5.3 Late Offers. An offer submitted after the exact offer due date and time shall be rejected.

4.5.4 Offer Amendment or Withdrawal. An offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.

4.5.5 Public Record. Under applicable law, all offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after contract award. If an offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its offer detailing the reasons that information should not be disclosed. The State shall make a final determination whether or not the information is confidential under Arizona Administrative Code R2-7-104. If the Director determines to disclose the information, the Director shall inform the offeror in writing of such determination.

4.6 OFFER ACCEPTANCE PERIOD

An offeror submitting an offer under this solicitation shall hold its offer open for the number of days from the offer due date that is stated in the solicitation. If the solicitation does not specifically state a number of days, the number of days shall be 90.

4.7 TAXES

The State is exempt from federal excise tax on manufactured goods but is subject to all applicable State and local taxes.

4.8 COST OF OFFER PREPARATION

The State shall not reimburse any offeror the cost of responding to a solicitation.

4.9 CERTIFICATIONS, DISCLOSURE AND DISQUALIFICATION

4.9.1 Non-collusion, Employment and Services By signing the offer and acceptance form or other official contract form, the offeror certifies that:

It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and

It does not discriminate against any employee, applicant for employment or person to whom it provides service because of race, color, religion, sex, national origin or disability, and that it complies with all applicable federal, state and local laws and executive orders.

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4.9.2 Disclosure. If an offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the offeror shall disclose that information in its offer. Failure to do so shall result in rejection of its offer.

4.9.3 Disqualification. The offer of an offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

4.10 INCORPORATION BY REFERENCE

The Uniform General Terms and Conditions (Section 2.0) are incorporated by reference into this solicitation.

4.11 AWARD OF CONTRACT

4.11.1 Number or Types of Awards. Where applicable, the State reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the State. If the procurement officer determines that an aggregate award to one offeror is not in the State's best interest, "all or none" offers shall be rejected.

4.11.2 Prompt Payment Discounts. Prompt payment discounts of thirty (30) days or more set forth in an offer shall be deducted from the offer price for purposes of evaluation that price.

4.11.3 Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the State reserves the right to:

4.11.3.1 Waive any immaterial defect or informality;

4.11.3.2 Reject any and all offers or portions thereof; or

4.11.3.3 Cancel a solicitation.

The procurement officer shall file a written determination specifying the reasons for the decision.

4.11.4 Contract Inception. An offer does not constitute a contract nor does it confer any rights on the offeror to the award of a contract. A contract is not created until the offer is accepted in writing by the procurement officer's signature on the offer and acceptance form or other official contract form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the offer.

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4.12 PROTESTS

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and the Arizona Administrative Code Title 2, Chapter 7, Article 9, Rules R2-7-901 through R2-7-937. It shall be in writing and be filed with the procurement officer of the purchasing agency and with the State Procurement Administrator. A protest of a solicitation shall be received by the procurement officer before the offer due date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:

- 4.12.1 The name, address and telephone number of the protestor;
- 4.12.2 The signature of the protestor or its representative;
- 4.12.3 Identification of the purchasing agency and the solicitation or contract number;
- 4.12.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 4.12.5 The form of relief requested.

4.13 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this solicitation, the following shall prevail in the order set forth below:

- 4.13.1 Special terms and conditions;
- 4.13.2 Uniform general terms and conditions;
- 4.13.3 Specifications or scopes of work or services;
- 4.13.4 Drawings;
- 4.13.5 Documents referenced in the solicitation;
- 4.13.6 Special instructions to offerors; and
- 4.13.7 Uniform instructions to offerors.

SECTION 5.0
SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 255-7211

SOLICITATION NO. T98-09-00007

5.1 **SCOPE**

5.1.1 The Arizona Department of Transportation (ADOT), Intermodal Transportation Division, Right of Way Group is seeking to establish a “pool” of qualified consultants to provide right of way acquisition and related services and relocation services statewide on an as-needed basis

5.2 **QUESTIONS**

5.2.1 Technical questions relating to the Specifications should be directed to the attention of David Edwards, telephone (602) 255-8803.

5.2.2 General questions relating to the solicitation process should be directed to the attention of Mary Rogers, Procurement, telephone (602) 255-8500.

5.3 **PRE-OFFER CONFERENCE**

5.3.1 A pre-offer conference will be held on October 2, 1997 at 1:30 p.m. MST, at the Arizona Department of Transportation, Arizona Room, 205 South 17th Avenue, First Floor, Phoenix, Arizona, 85007 to answer questions related to this solicitation.

5.3.2 Pursuant to Title II of the Americans with Disabilities Act (ADA), the Department does not discriminate on the basis of disability in admissions to or participation in its public meetings.

5.3.2.1 Individuals with disabilities who require accommodations, including auxiliary aids or services, for effective participation and communication in the meetings, may contact Mary Rogers, telephone (602) 255-8500, to make known their needs and preferences. Requests for accommodations must be made 72 hours in advance of the event.

5.3.2.2 This notice may be made available in large print, Braille and on audio tape from the above person.

5.4 **EXCEPTIONS**

Any desired exceptions to the Terms and Conditions or Specifications of this RFP must be addressed to the specific RFP paragraph where a conflict exists. The offeror's preprinted terms and conditions WILL NOT be considered by the State.

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5.5 **OFFER OPENING**

Offers shall be publicly opened on the date and time, and at the place designated on the Notice of Request for Proposals, (page i) of this document, unless amended in writing by the Department. The name of each offeror and the identity of the solicitation for which the offer was submitted shall be publicly read and recorded in the presence of witnesses at this time. **PRICES SHALL NOT BE READ.** All offers and any modifications and other information received in response to the solicitation shall be shown only to authorized State personnel having a legitimate interest in them or persons assisting the State in the evaluation. After contract award, the successful offer and evaluation document shall be open for public inspection in accordance with Paragraph 5.6, Offeror's Rights.

5.6 **OFFEROR'S RIGHTS**

- 5.6.1 All material submitted in response to this solicitation become the property of the State upon delivery to the State and are to be appended to any formal documentation which would further define or expand the contractual relationship between the State and the offeror.
- 5.6.2 Any data included in the submission that is regarded as confidential by the offeror should be so indicated and will be treated as such by the State during evaluation.
- 5.6.3 **HOWEVER**, the offer of the offeror to whom an award is made or recommended, and the offers of any offeror in connection with the contest, protest or other challenge of an award or recommendation are subject for review in accordance with the Arizona Procurement Code. The Code provides that if an offeror believes that the offer contains information that should be withheld, a statement shall be included advising of this fact, and the information shall be so identified wherever it appears. A summary index of any such designations must be included in a Table of Contents or cover letter in the offer documents. The information identified as confidential shall not be disclosed until the State reviews the statement and the information, and makes a written determination whether the information shall be withheld. The offeror will be informed in writing of such determination.

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5.7 REQUIRED INFORMATION

The offer shall include the following and should be presented in the order in which they appear. FAILURE TO PROVIDE ALL OF THE REQUIRED INFORMATION MAY RESULT IN REJECTION OF THE OFFER.

5.7.1 Offer and Contract Award

Complete the top half of Attachment 7.1

5.7.2 Solicitation Amendments

Sign and return all Solicitation Amendments issued.

5.7.3 Table of Contents

5.7.4 Brief statement of offeror's understanding of the work.

5.7.5 Resumes and copy of real estate license for proposed staff (including any subcontractors anticipated for this project) showing education and experience relevant to the services required by this Request for Proposal. Specify level of participation, if any, in the projects identified in Paragraph 5.7.6.

5.7.6 Previous experience in performing work similar to that anticipated herein. Include the following information concerning the offeror's three (3) most recent similar projects:

5.7.6.1 Date of project.

5.7.6.2 Name and address of client organization.

5.7.6.3 Name and telephone number of individual in the client organization who is familiar with project.

5.7.6.4 Short description of project.

5.7.7 Describe problem solving procedure to be utilized prior to problem escalation to Department.

5.7.8 Fixed hourly rate for miscellaneous services i.e. regulatory research, relocation survey, real estate functions, etc.

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- 5.7.9 Statement of Department-certified DBE participation in the project that identifies a commitment to comply with the criteria; minimum of 10% participation. (Refer to Paragraph 3.24, Disadvantaged Business Enterprise (DBE) Requirement.) Evidence of all DBE certifications must be included.
- 5.7.10 **Furnish a completed ADOT Consultants Annual Manpower Utilization EEO Report. (Attachment 7.2)**
- 5.7.11 **Furnish a completed ADOT Lobbying Certification (Attachment 7.3)**
- 5.7.12 Any additional data which may be useful to the Department in evaluating the offeror's offer.
- 5.7.13 Copies
- 5.7.13.1 Six (6) offers [**original** and five (5) copies] are required. They should be packaged in such a manner that the outer wrapping clearly indicates the offeror's name and address, and the following information:
- 5.7.13.2 Request for Proposals No. T98-09-00007
Right of Way Acquisition and Relocation Services - Statewide
To be opened - **October 22, 1997 - 3:00 P.M.**
- 5.8 OFFER EVALUATION**
- 5.8.1 A selection committee will evaluate and rank the offers, based on the following criteria:
- 5.8.1.1 Mandatory Criterion
- Offeror's employees performing acquisition and relocation services must be licensed by the Real Estate Commission, State of Arizona.
- 5.8.1.2 Technical Criteria
- 5.8.1.2.1 Experience with similar right of way work. Preference will be given for experience in governmental right of way activities and for an offeror that has performed this type of service for at least one year. 40
- 5.8.1.2.2 Qualifications of offeror and staff to be assigned to the project. 30
- 5.8.1.2.5 References 15

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- | | | |
|-----------|--|-----|
| 5.8.1.2.4 | Overall responsiveness to RFP requirements. | 10 |
| 5.8.1.2.3 | Offeror's fees. (Refer to 5.7.8) | 5 |
| | Total Possible Points | 100 |
| 5.8.2 | As part of its final selection from among the highest ranked firms, the Department reserves the right to: | |
| 5.8.2.1 | Contact a reasonable number of references from among those provided by the offerors as requested in 5.7.6. | |
| 5.8.2.2 | Request oral presentations with no less than 72 hours notice. Presenters from the offerors must include key members who will serve as the contact person(s). | |
| 5.8.3 | <u>Discussions</u>

As provided by A.A.C. R2-7-331, discussions may be conducted with offerors who submit offers determined to be reasonably susceptible of being selected for award. If discussions are conducted pursuant to R2-7-331, the Department shall issue a written request for best and final offers. Award may be made with discussions, therefore, offers shall be submitted complete and on most favorable terms. | |
| 5.8.4 | <u>Decision</u>

A recommendation for award will be made by the selection committee to the State Engineer, Intermodal Transportation Division, whose decision will be final. If circumstances prevent full execution of the contract, the offeror submitting the next ranked offer will be called. Awards will be made to one but not more than six responsible offerors whose offers are determined to be the most advantageous to the State. | |

**ATTACHMENT 7.1
OFFER AND CONTRACT AWARD**

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement

1739 West Jackson, Room 100P

Phoenix, Arizona 85007-3276

Phone: (602) 255-7211



SOLICITATION NO. T97-09-00007

Submit this form with an original signature to the State.

OFFER

TO THE STATE OF ARIZONA:

The offeror hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Federal Employer Identification

For clarification of this offer, contact:

No.: _____

Printed Name

Phone

Fascimile

Offeror's (Company) Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your offer is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by the state.

This contract shall henceforth be referred to as Contract No. _____.

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order or contract release document.

State of Arizona

Awarded this _____ day of _____ 1997

Mary Rogers

As Procurement Officer and not personally

