



Request for Proposals (RFP) Comprehensive Economic Development Strategy

Date Offered: May 12, 2026

Closing Date & Time: June 9, 2026 at 4:00 p.m.

Contact Person: Andrea Robles, Executive Director, arobles@cagaz.org

**Central Arizona Governments
2540 W. Apache Trail, Suite 108
Apache Junction, AZ 85120**



Central Arizona Governments
REQUEST FOR PROPOSALS
Comprehensive Economic Development Strategy



NOTIFICATION OF REQUEST FOR PROPOSALS
CENTRAL ARIZONA GOVERNMENTS (“CAG”)
REQUEST FOR PROPOSALS
COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY
THIS PROJECT IS FEDERALLY FUNDED THROUGH
THE ECONOMIC DEVELOPMENT ADMINISTRATION

Notice is hereby given that the Central Arizona Governments (“CAG”) is soliciting request for proposals for a Comprehensive Economic Development Strategy.

The selected Consultant will provide a 5-year Comprehensive Economic Development Strategy (CEDS) Plan for CAG’s two-county region. Proposals will be accepted through Tuesday, June 9, 2026. Contract award and project start date are anticipated to begin in late June 2026.

WHERE TO OBTAIN RFQ PACKET:

You may obtain an RFQ packet at the following website: www.cagaz.org, or by emailing Andrea Robles at arboles@cagaz.org.

WHERE TO SUBMIT:

Proposals must be received by **4:00 PM** on **Tuesday June 9, 2026**, electronically, via email at arboles@cagaz.org. Proposals will also be accepted in person by appointment only. All qualified firms or individuals will be notified of the anticipated date of final selection.

Any proposals received after 4:00 PM on the above date will not be considered. CAG reserves the right to reject any and all proposals and assumes no liability for the costs of preparing a response for this proposal.

Please note in the SUBJECT LINE within the email:

Request for Proposals: Comprehensive Economic Development Strategy

The message within the email of the proposal shall also indicate the name and address of the respondent.

DEADLINE TO SUBMIT:

Proposals must be submitted on or before **Tuesday June 9, 2026 at 4:00 P.M. (ARIZONA TIME)**.



Central Arizona Governments
REQUEST FOR PROPOSALS
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It is the sole responsibility of the proposer to comply with any and all addenda issued and posted at the above websites during this action. Small business enterprises and disadvantaged business firms are encouraged to participate.



SECTION 1: GENERAL INFORMATION

This Request for Proposals (RFP) provides prospective bidders with sufficient information to enable them to prepare and submit proposals to satisfy a need for a 5-Year Comprehensive Economic Development Strategy (CEDS) for the CAG Region. The CEDS allows CAG to align the needs and opportunities of the region with the human and financial resources to implement the plan in a coordinated way. The hope is that it will create a more effective, efficient, and sustainable roadmap for the region's development, ensuring that all efforts are aligned towards common goals.

It is expected that this planning effort will achieve the following:

- Create alignment between the future state of the regional organization and the goals of the region.
- An integrated Plan that aligns messaging to ensure that the strategy is presented as complimentary components of a unified vision for regional advancement.
- Educational outreach that will inform stakeholders about the purpose, benefits, and interconnections of the CEDS.
- Resource optimization by coordinating efforts as opposed to duplicating them.
- Enhanced collaboration and resource leveraging by maximizing stakeholder time and effort and further developing relationships in a meaningful way for the region.
- Setting a sustainable long-term vision and roadmap for the organization that focuses on what is most important and relevant to the region and its stakeholders.

The next CEDS document should introduce a new generation of approaches, incorporating comprehensive demographic data, addressing resilience, and tackling critical issues such as workforce shortages and insufficient housing. Additionally, it should be aligned with and complement the region's county comprehensive plans. The CAG CEDS will address issues and opportunities expected to arise within the next five (5) years, as well as current issues.

CAG is designated as an Economic Development District (EDD) by the United States Department of Commerce, Economic Development Administration.

The CAG organization has decades of experience working with the counties and local governments in the region; and on a regular basis, helps to identify economic and community needs and opportunities. The Central Arizona Governments was established in 1975 and is one of six regional planning districts, or Councils of Government (COGs), to provide effective regional planning services to Gila and Pinal Counties.

The CEDS contributes to effective economic and community development in America's communities and regions

through a locally based, regionally driven planning process. The development of a CEDS requires engaging community leaders, leveraging the involvement of the private sector, and establishing a strategic blueprint for regional collaboration. A regional CEDS provides the capacity-building foundation by which the public sector, working in conjunction with other economic stakeholders (individuals, firms, industries), creates the environment for regional economic prosperity.

CAG is requesting that consultants responding to this RFP develop and analyze a strategy- driven plan for regional economic and community development in Central Arizona. The “Scope of Work” will provide a detailed description of the types of information we are requesting.

Scope

This RFP contains instructions governing the proposals to be submitted and the materials to be included therein; a description of the service to be provided; requirements that must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

Problem Statement

The purpose of this project is to create the CAG Five-Year Comprehensive Economic Development Strategy (CEDS) based on an analysis of economic, community, housing, and workforce development for the central region of Arizona inclusive of Gila and Pinal Counties and the 18 incorporated communities of Apache Junction, Casa Grande, Coolidge, Eloy, Florence, Globe, Hayden, Kearny, Marana, Mammoth, Maricopa, Miami, Payson, Queen Creek, San Tan Valley, Star Valley, Superior and Winkelman as well as the tribal communities of Ak-Chin Indian Community, Gila River Indian Community, San Carlos Apache Tribe, and White Mountain Apache Tribes.

Period of Performance

Work will begin in late June and is expected to be completed no later than October 12, 2026.

Rejection of Proposals

CAG reserves the right to reject any or all proposals received as a result of this request, to negotiate separately with competing contractors, or to award the contract for the purchase of the services on such basis as CAG deems to be in their best interests.

CAG reserves the right to waive informalities and irregularities in proposals received, and to accept any portion of any proposal or all items proposed if deemed in the best interest of the conduct of the study. Nonwinners will be notified via email/letter.

Incurring Cost

The cost incurred by Respondents in preparing the RFQ or incurred in any manner in responding to the RFQ may not be charged to the CAG. Neither EDA nor CAG is liable for any cost incurred by the proposers prior to the issuance of a fully executed contract.

Amendment to the RFP

If it becomes necessary to revise any part of this RFP, an amendment will be issued to all proposers who received the basic RFP and placed on the CAG website.



Response Due Date

It is the responsibility of the proposer to ensure that the proposal is received by CAG by **4:00PM on Tuesday, June 9, 2026**. The subject should clearly state "Request for Proposals – CAG Comprehensive Economic Development Strategy."

Proposals

To be considered, proposers must submit a complete response to this RFP, using the format provided in Section 2. The proposer will make no other distribution of proposals. An official authorized to bind the proposer to its provisions must sign proposals. For this RFP, the proposal must remain valid for at least 120 days. Moreover, the contents of the proposal of the successful bidder will become contractual obligations if a contract is entered into. Failure of the successful bidder to accept these obligations in a contract may result in cancellation of the award.

Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP.

Oral Discussions

Respondents who submit a proposal in response to this RFP may be required to give an interview regarding their proposal. This provides an opportunity for the respondent to clarify or elaborate on the proposal. These are fact-finding and explanation sessions only and do not include negotiations. CAG will schedule the time and location of these presentations and/or interviews. CAG may or may not choose to conduct these presentations/interviews.

Prime Proposer Responsibilities

The selected proposer will be required to assume responsibility for all services offered in their proposal whether or not they produce them. Further, CAG will consider the selected proposer to be the sole point of contact with regards to contractual matters.

Disclosure of Proposal Contents

Cost and price information provided in proposals will be held in confidence and will not be revealed or discussed with competitors. All other material submitted becomes the property of CAG and may be returned only at CAG's option. Proposals submitted may be reviewed and evaluated by any person other than competing bidders at the discretion of CAG. CAG has the right to use any or all ideas presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right.

The selected proposer will be expected to enter into an agreement containing the Standard Contract Requirements attached as Appendix A and B to this RFP. The contract will be awarded to that bidder whose proposal conforms to the RFP and will be most advantageous to the project partners, price, and all other factors considered.

CONTRACT EXECUTION

Contingent upon successful negotiations with the selected Firm, CAG will transmit to the Firm copies of the actual Contract for execution. The Firm agrees to deliver three (3) duly executed Contracts to CAG within THIRTY (30) calendar days from the date of receipt of said notice and Contracts. Upon receipt of the executed



Contract from the Firm, CAG will seek authorization from the Regional Council to execute the Contract within thirty (30) calendar days. The Contract shall have no force or effect on CAG, unless and until, it is approved by formal action of the Regional Council.

REJECTION OF SUBMITTALS

The RFQ shall in no manner be construed as a commitment on the part of the CAG to award a contract. The CAG reserves the right to reject any or all submittals; to waive minor irregularities in the RFQ process or in the responses thereto; to re-advertise this RFQ; to postpone or cancel this process; and to change or modify the RFQ schedule at any time. CAG reserves the right to waive informalities and irregularities in proposals received, and to accept any portion of any proposal or all items proposed if deemed in the best interest of the conduct of the study. Nonwinners will be notified via email/letter.

Additionally, any of the following causes may be considered as sufficient reason for disqualification and/or rejection of a prospective applicant's submittal:

- a. Submission of more than one (1) submittal by an individual, firm, partnership, or corporation under the same or different name.
- b. Submission of an incomplete submittal.
- c. Firm's failure to satisfactorily perform any present or previous obligation to the CAG.
- d. Any other conduct or circumstance that by law requires rejection of a submittal.

PROTEST PROCEDURE

Protests shall be submitted in writing to Angela Gotto, Administrative & Special Projects Coordinator, Central Arizona Governments, 2540 W. Apache Trail, Suite 108, Apache Junction, Arizona 85120, agotto@cagaz.org within seventy-two (72) hours of notification of award/non-award. Protests must contain at a minimum, the name, address, and telephone number of the protester; the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipts, and after consultation with legal counsel, CAG will respond to the protest.

SECTION 2: REQUIRED INFORMATION

RFQ REQUIREMENTS

Contractor proposals must be submitted in the format outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

A. Cover Letter

B. Technical Proposal



- 1) **Work Program** - Prepare a detailed, yet concise, work program that specifically addresses the needs of this project. The work activities outlined in the “Scope of Work” section of the RFP should not be considered final or all-inclusive, but rather a basic guide upon which to build your proposal. CAG will look at what and how the bidder proposes to accomplish the activities set forth in the RFP. Completion dates must be included for each work element proposed. A detailed listing of deliverables and a project timeline must be included.
- 2) **Prior Experience** - In narrative form, not to exceed three (3) typewritten pages, discuss the proposer’s experience working with multi-faceted organizations such as CAG for the purposes of regional community and economic development planning and organizational strategic planning. Specify prior project references that personnel assigned to this project have prepared and implemented, similar in nature to this RFP.
- 3) **Personnel** - For this section, summarize the qualifications of the key personnel that will undertake the project. Include recent experience that is directly applicable to the project, a project personnel organization responsibility chart, and the Curriculum Vitae (CV) of all personnel assigned to the project. NOTE: Please do not include a description of the entire history of past experience, but only that which directly pertains to this project.

C. Cost Proposal

The proposer is required to submit a budget with its proposal detailing how money will be spent on the tasks listed in Part IV, “Work Statement & Background Information”, and Part V, the “Scope of Work”. The total budget available for the project in its entirety, including any/all consultant services is approximately \$55,000.

- 1) A budget by task and total budget for the entire project.
- 2) Itemized direct, indirect, and subcontract expenses where applicable.
- 3) Identification of any additional costs for additional services or materials.
- 4) An explanation of how cost estimates were obtained.

SECTION 3: CRITERIA FOR SELECTION

All proposals received from proposers will be reviewed and evaluated by a committee of qualified personnel representing CAG. The committee will recommend selecting the proposal that most closely meets the requirements of the RFP and satisfies the needs of CAG.

The committee will evaluate each written proposal and assign points for each segment of the proposal in accordance with the criteria herein set forth. The proposer with the highest total points for each service will be selected for the purpose of negotiating a contract. The points to be awarded are set forth for each major segment and sub-segment below.



Method for Providing the Requested Service (60 Points)	Total Points
a. Understanding of the program in general and subject project areas in particular	10
b. Adequacy of Scope of Services	20
c. Adequacy of the product Demonstration of concrete methods of implementation Demonstration of ability to provide innovation	15 15
Proposer's Qualifications (30 Points)	
a. Demonstrated ability of the project director to carry out the project consulting and coordination responsibilities	10
b. Demonstrated ability of other specifically named key personnel to carry out proposed assignments	10
c. Adequacy of the proposed level of effort, stability, and continuity, in terms of time commitment of project director and key personnel	10
Compensation (10 Points)	
a. The proposer must include a statement of intent to negotiate a cost not to exceed the contract with CAG	4
b. The proposer must provide a cost estimate of the sufficient level of detail to document expenses in the following categories: Direct labor (for each individual assigned, include hourly rate multiplied by the number of hours proposed). Overhead (operating costs such as travel, equipment, and supplies). Fees Expenses Subcontractor (if used) Meetings (in-person, virtual) Total Cost	6

SECTION 4: BACKGROUND

The Central Arizona Governments (CAG) was incorporated in 1975 and is one of six regional planning districts, or Councils of Government (COGs), which was established by Executive Order 70-2 and signed by the Governor of Arizona to provide effective regional planning services to Gila and Pinal counties. The goal of Executive Order 70-2 was to promote a “community of interest” and to preserve the boundaries of the region. The Executive Order established a population base throughout the region sufficient to support a number of planning activities, while complying with federal planning requirements and addressing the concerns of local government officials. The CAG Region is comprised of Gila and Pinal counties, and includes the 18 incorporated communities of Apache Junction, Casa Grande, Coolidge, Eloy, Florence, Globe, Hayden, Kearny, Marana, Mammoth, Maricopa, Miami, Payson, Queen Creek, San Tan Valley, Star Valley, Superior and Winkelman. The Ak-Chin Indian Community, Gila River Indian Community, San Carlos Apache Tribe, and White Mountain Apache Tribe are also members of the



region. CAG is designated as an Economic Development District (EDD) by the United States Department of Commerce, Economic Development Administration.

The last CAG 5-Year CEDS was developed in 2020 and can be found here:

https://www.cagaz.org/Departments/economicdev/CEDS/CEDSFinalDraft_2022AnnualUpdate.pdf

Information analysis and a robust community engagement process are necessary to develop an organizational strategic plan and a comprehensive economic development strategy for the CAG Region.

A Comprehensive Economic Development Strategy is designed to bring together the public and private sectors in the creation of an economic roadmap to diversify and strengthen regional economies. The CEDS analyzes the regional economy and serves as a guide for establishing regional goals and objectives, developing and implementing a regional plan of action, and identifying investment priorities and funding sources. The Comprehensive Economic Development Strategy (CEDS) process will articulate a vision and direction for the region and develop action plans in the areas of image, business climate, economic base, infrastructure, labor market, economic development effort, location, and quality of life. The CEDS must meet the regulations and requirements set forth in 13 C.F.R. § 303.7.

SECTION 5: SCOPE OF WORK

The following Scope of Work articulates what is expected for the CEDS process. The hope is that these processes can overlap and have some congruency to optimize resources and maximize the effort and output desired. The proposer should provide recommendations on where and how this can occur.

CEDS Scope of Work Outline:

- 1) Summary Background/SWOT Analysis
- 2) Strategic Direction/Action Plan
- 3) Evaluation Framework
- 4) Economic Resilience
- 5) Workforce Development
- 6) Final Product/Deliverables

Detailed Scope of Work:

Public involvement is key to developing a CEDS.

- A minimum of one virtual/in-person meeting per county/subregion with stakeholders at the beginning of the information-gathering stage of the process (Counties could be combined into subregions.)
- Key person interviews
- Follow-up stakeholder virtual/in-person meetings and presentation of a CEDS draft/executive summary to gain feedback from CAG's CEDS Committee, Management Committee and Regional Council.



1) Summary Background/SWOT Analysis

A background summary of the region should answer the question, “What have we done?”, and present a clear understanding of the local economic situation, supported by current, *relevant* data. The information should be presented in the CEDS in a clear and concise way and be easily understood by the general public.

SWOT analysis elements are commonly understood in the following terms:

- **Strengths** are a region’s relative competitive advantages (e.g., industry supply chains and clusters, extensive port, rail, and broadband assets, specialized workforce skills, higher education levels, collaboration among stakeholders) and often are internal in nature
- **Weaknesses** are a region’s relative competitive disadvantages (e.g., a risk-averse or change-resistant regional culture), also often internal in nature
- **Opportunities** are chances or occasions for regional improvement or progress (e.g., expansion of a biosciences research lab in the region), often external in nature
- **Threats** are chances or occasions for negative impacts on the region or regional decline (e.g., several companies in the region considering moving to lower-cost areas of the state), also often are external in nature.

A SWOT analysis of the regional economy should answer the question, “Where are we now?” by using the *relevant* data and background information to help identify the critical internal and external factors that speak to the region’s unique assets and competitive positioning. The SWOT is a strategic planning tool used by organizations to ensure that there is a clear objective informed by a comprehensive understanding of a region’s capabilities and capacity. A SWOT analysis identifies the region’s competitive advantages—those indigenous assets that make the region special or competitive in the national and global economies— juxtaposed against those internal or external factors that can keep a region from realizing its potential. Determining and analyzing what the region already possesses that could be leveraged better to build the capacity for growth, including competitive cultural, economic, technological, intellectual and physical assets, is critical to developing the strategic direction and implementation plan to promote regional economic vitality. Leveraging assets refers to using the activities and engagement of business, government leaders and other stakeholders to maximize the economic potential of a region.

2) Strategic Direction/Action Plan

Flowing from the SWOT Analysis, the Strategic Direction and Action Plan should be consistent with other relevant state/regional/local plans.

The Strategic Direction and associated Action Plan should logically flow from the critical internal and external factors that speak to the region’s assets and limitations and its role in capacity building.

- **Strategic Direction:** Vision Statement and Goals/Objectives
 - The vision statement should answer the question “Where do we want to be in the next ten to twenty years? “Goals and objectives provide the basis for formulating the action plan and serve as milestones to evaluate regional progress. The goal and objectives should be consistent with community aspirations for economic prosperity.

- **Action Plan:** Implementation
 - The action plan should include a wide range of activity types (housing, transportation, community resiliency, environmental, sector-specific or cluster asset-leveraging efforts, etc.) and must be clearly linked to the goals and objectives from the strategic framework. A limited number of activities with the highest priority and potential for regional impact should be identified and described. Descriptions of these high-priority activities of regional significance should include:
 - An outline of the steps required to take each selected high-priority activity from inception to successful completion
 - A roster of the key individuals and institutions that will be responsible for implementing and supporting these steps
 - A list of the integrated funding sources (public, private and nonprofit) to support the costs
 - A realistic time frame for execution (i.e., implementation schedule), with relevant benchmarks and performance measures that speak to overall impact.

3) Evaluation Framework

Develop performance measures and a framework to evaluate progress toward the fulfillment of the Action Plan/Implementation. The evaluation framework, with its associated measures and timelines, should cascade from the strategic direction and action plan, which, in turn, flow from the SWOT analysis.

A strategic plan includes specific goals and metrics for measuring progress. This allows CAG to track its performance over time, make necessary adjustments, and demonstrate accountability to stakeholders. Performance measures should be identified to evaluate the progress of activities in achieving the vision, goals, and objectives.

Include both traditional (e.g., jobs created and/or retained, private investment) and non-traditional (e.g., wealth creation such as GDP per capita, household income, per capita income, wages, net worth, among others identified through the process) performance measures.

4) Economic Resilience: Develop steady state and responsive economic resiliency initiatives

Develop a Framework:

- Identify persistent economic challenges, deficiencies, and vulnerabilities in the region.
- Prepare for disruptions by identifying “early warning” tools.
- Build mechanisms that create flexibility: What assets currently exist to adequately respond to disasters (i.e. recovery plans, business access to capital/credit resources, workforce training post-disruption, etc.).
- Provide ideas to promote a positive vision for the region: How do we make sure the messaging about the region’s assets and opportunities is positive; to encourage investments in both times of tranquility and disruption.

From the framework, develop steady state and responsive economic resiliency initiatives:

- Planning for and implementing resilience through specific goals or actions to bolster the long-term economic durability of the region (steady state).
- Establishing information networks among the various stakeholders in the region to encourage active and regular communications between the public, private, education, and non-profit sectors to collaborate on existing and potential future challenges (responsive).
- Integrating economic and community development strategies, sustainability principles, and hazard mitigation planning to develop and implement a strategy for disaster recovery.
- Addressing climate resilience by assessing risks and vulnerabilities, prioritizing identified actions, and investigating options to implement.
- Measuring the economic resiliency of the region by the degree of regional income equality, regional economic diversification, etc.

5) Workforce Development

Incorporate workforce development into the CEDS by:

- Including specific measurable goals, objectives, and/or action items focused on workforce development, both from the perspective of companies and of workers, and, in particular, from underserved communities.
- Determine how best to measure the impact (e.g., employment and earnings outcomes) of any workforce development efforts.

6) Final Product/Deliverables:

CEDS

- Minimum of two progress report virtual/in-person meetings with the CEDS Committee (one to two additional meetings may be required).
- Executive Summary of findings and recommendations for the CEDS.
- Prepare one draft copy of the CEDS.
- Incorporate comments received from review of the draft.
- Present the preliminary CEDS to the Comprehensive Economic Development Strategic Planning Committee (CEDS) at a public virtual/in-person meeting.
- Prepare the final CEDS.

Provide five (5) printed copies of the final CEDS in its entirety, including attachments and appendices, as well as one electronic copy.

SECTION 6: CONSULTANT PROJECT MANAGEMENT

A. Designate a Project Manager

The consultant will designate a Project Manager to be responsible for the overall implementation of the project, direct interaction with all project partners, resolution of all issues and concerns,



and attendance at required virtual/in-person meetings.

B. Attend and present at Bimonthly Project Update virtual/in-person meetings with the CAG Staff and/or CEDS Planning Committee.

C. Submit Written Monthly Progress Reports

The consultant will submit monthly written progress reports to CAG that detail the work performed during the past quarter, work planned for the next quarter, and all issues or concerns that are pertinent to the project. These reports will be produced in Microsoft Word and submitted electronically via e-mail to the Executive Director and the Administrative & Special Projects Coordinator, on the second Wednesday of each month.

APPENDIX A.

STANDARD CONTRACT REQUIREMENTS

Issuing Office: The RFP is issued by the Central Arizona Governments (CAG).

Equal Employment Opportunities: A non-discrimination form must be part of the proposal.

Ineligible Proposer: The proposer certifies that they are not included in the U.S. Comptroller General's list of ineligible proposers.

Funding Out Clause: Where CAG obligations under the contract depend upon the receipt of funds from another governmental body, such as the Federal/State Government, and if such funds are not distributed by said governmental body to CAG, then this contract shall terminate and the grantee under this agreement assumes any risk of loss.

Prohibited Interests: No member, officer, or employee of the public body, CAG, or locality during his/her tenure for one year thereafter shall have any interests direct or indirect, in this contract or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising, therefore.

Covenant Against Gratuities: If awarded the contract, the proposer shall warrant that they have not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of CAG, with a view toward securing favorable treatment in awarding, amending, or evaluating the performance of the contract.

Proposal Acceptance: Each proposal will be submitted with the understanding that the acceptance in writing of CAG to offer to furnish the services described herein, shall constitute a contract between the proposers and CAG, which shall bind the proposer in his/her part to furnish and deliver at his/her bid price, and in accordance with conditions of said accepted proposal and specifications. A formal contract between CAG and the consultant shall be executed.

Proposal Ownership: All proposals, including attachments, supplemental, material, addendum, etc., shall become the property of CAG and will not be returned to the sender.

Proposal Award: CAG reserves the right to accept any proposal, or to reject any or all proposals, or to award the contract for the purchase of the services on such basis as CAG deems to be in their best interests.

Contract Changes: Any proposed change in the contract shall be submitted to CAG for its prior approval and CAG may, at any time, by written order, and without advance notice to the sureties, make changes within the general scope of the contract, to the study specifications. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under the contract, whether changes or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the proposer for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the proposer of the modification of change. However, CAG can act upon any such claim asserted at any time prior to final payment under the contract.

Termination of Contract: CAG reserves the right to terminate the contract for or without cause and



settlement payment will be based on successful delivery prior to termination. CAG shall pay the aggregate price of the delivered service, completed in accordance with the prices specified in the contract. In the event of termination, all furnished or unfurnished documents, data, studies, surveys, models, and reports prepared by the consultant shall, at the option of CAG, become the property of CAG.

Maintenance of Records: The consultant will maintain records to show the actual time involved in the accomplishment of the costs incurred.

Subcontracting: It is expected that the assigned project team shall be responsible for completing the work tasks. Other subcontracting must be detailed in the consultant's original work program and shall be done only upon approval by CAG in accordance with the provisions of the contract.

Contracts with said outside experts and contractors must be made in conformity with the bidding requirements of the laws of the Commonwealth of Pennsylvania pertaining to such contracts unless the consultant exhibits proof acceptable to CAG that they are not required to advertise for proposals and award such contract to the lowest bidding expert/contractor. In the event that the consultant publicly advertises a request for proposal, the consultant shall submit to CAG a list of all subcontractors submitting proposals. In the event that the low bidder is not awarded the contract, the consultant shall submit to CAG an explanation of the reasons why the contract was not awarded to the lowest bidder. Compliance with the provisions of this paragraph shall be a conditional precedent to the disbursement of any of the funds to CAG.

Compensation, Payment Schedule, Reporting Allowable Costs, Progress Reports: As a condition to disbursement, the consultant will be required to submit to CAG a copy of all contracts with outside experts/subcontractors engaged by the consultant to participate in the project. If the consultant complies with the conditions for disbursement as herein above set forth, and as otherwise provided in this contract, each quarter, funds shall be disbursed. The reports and products must be satisfactory in form and content to CAG and must be accompanied by all required supporting data. Payment will be made monthly by CAG to the consultant upon receipt of acceptable invoices within thirty (30) business days following receipt of funds to CAG. In addition to the invoice, the consultant shall also submit to CAG, written quarterly progress reports summarizing the work accomplished for that month, by task, in accordance with the requirements outlined in the Scope of Work.

Small and/or Minority-Owned Businesses: Efforts will be made by CAG to utilize small businesses and minority-owned businesses. A consultant qualifies as a small business firm, if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201), by having average annual receipts for the last three fiscal years of less than six million dollars.

Contract Preparation/Notice to Proceed: CAG will prepare a written contract for execution between the consultant and CAG. The general provisions of this contract, the Final Work Program, and requirements placed on the project, shall be made a part of this contract. The consultant shall have authorization to proceed upon a written notice from CAG.

Meetings: Virtual/in-person meetings will be scheduled between the consultant and the project partners as specified in the Scope of Work. Other meetings may be held upon recommendation of CAG or the consultant.

Findings: The consultant will incorporate written and oral comments in a draft before preparing the final draft. The number of draft and final reports will be produced in conjunction with requirements set forth in the Scopes of Work for each plan (detailed earlier in this RFP). The associated mapping generated through this project should be submitted in digital format as shapefiles.

Availability of Completed Reports: CAG will make available prior reports and studies to the consultant, in whole or in part, which pertains to the completion of the project. A confidentiality statement will be prepared by CAG and signed by the consultant prior to the issuance and release of any reports.



APPENDIX B

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the contract, Consultant agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Consultant, subconsultant, or any person acting on behalf of the Consultant or subconsultant shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Consultant nor any subconsultant nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. Consultants and subconsultants shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Consultants shall not discriminate by reason of gender, race, creed, or color against any subconsultant or supplier who is qualified to perform the work to which the contracts relates.
5. The Consultant and each subconsultant shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the [Bureau of Contract Administration and Business Development], for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Consultant or any subconsultant does not possess documents or records reflecting the necessary information requested, the Consultant or subconsultant shall furnish such information on reporting forms supplied by the contracting agency or the [Bureau of Contract Administration and Business Development].
6. The Consultant shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subconsultant.
7. CAG may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Consultant in the Consultant Responsibility File.