

**REQUEST FOR PROPOSALS**  
**MARICOPA ASSOCIATION OF GOVERNMENTS (MAG)**  
**2015 I-10 INTEGRATED CORRIDOR MANAGEMENT PLAN**



**April 19, 2017**

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## **PUBLIC NOTICE**

### **REQUEST FOR PROPOSALS**

#### **2015 I-10 INTEGRATED CORRIDOR MANAGEMENT PLAN**

The Maricopa Association of Governments (MAG) is requesting proposals from qualified consultants for the 2015 I-10 Integrated Corridor Management Plan. The purpose of the project is to develop key components of Integrated Corridor Management, including the Concept of Operations, System Requirements Specifications, the ICM Analysis, Modeling and Simulation Plan, in conjunction with the previously established Project Management Plan and the Systems Engineering Management Plan. Both the Project Management Plan and the Systems Engineering Management Plan will be updated accordingly with the development of the Concept of Operations. The project will be completed in a maximum of 15 months from the date of the notice to proceed at a cost not to exceed \$175,000.00.

Detailed proposal requirements may be obtained by contacting the MAG Office at the address indicated below or may be downloaded from <http://www.azmag.gov>, then "RFPs and RFQs." For further information, please submit questions in writing by email to [enava@azmag.gov](mailto:enava@azmag.gov) not later than ten (10) working days prior to the closing date of May 18, 2017. Any addenda responding to questions will be posted on MAG's website at <http://www.azmag.gov> under "RFPs and RFQs" not later than six (6) working days prior to the closing date of May 18, 2017.

Proposals will be accepted until Noon MST (Mountain Standard Time) on May 18, 2017, at MAG, 302 North First Avenue, Suite 200, Phoenix, AZ 85003.

## **SCOPE OF SERVICES**

### **INTRODUCTION**

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified consultants for the I-10 Integrated Corridor Management Plan. The Maricopa Association of Governments (MAG) is undertaking an Integrated Corridor Management (ICM) Plan for the I-10 Corridor through the Phoenix metropolitan area. MAG and its regional partners have been involved with ICM initiatives for several years and have developed a cooperative environment that is conducive to ICM planning. With many ICM-related regional initiatives already underway, MAG applied for, and was awarded, a federal grant from the Federal Highway Administration (FHWA) to conduct an ICM Plan along the I-10. The focus of this study is to develop the ICM Concept of Operations (ConOps), the ICM System Requirements Specifications (SyRS), and the ICM Analysis, Modeling and Simulation (AMS) Plan, in conjunction with the previously established Project Management Plan (PMP) and the Systems Engineering Management Plan (SEMP). Both the PMP and the SEMP will be updated accordingly with the development of the ConOps.

MAG will lead the project stakeholder group to establish the key components of this ICM Plan. The Region has initiated some level of ICM planning; this project will build on that solid foundation. The I-10 ICM Plan that would result from this study will focus on more effective traffic operations and management strategies during major traffic incidents and closures on the I-10 corridor, including:

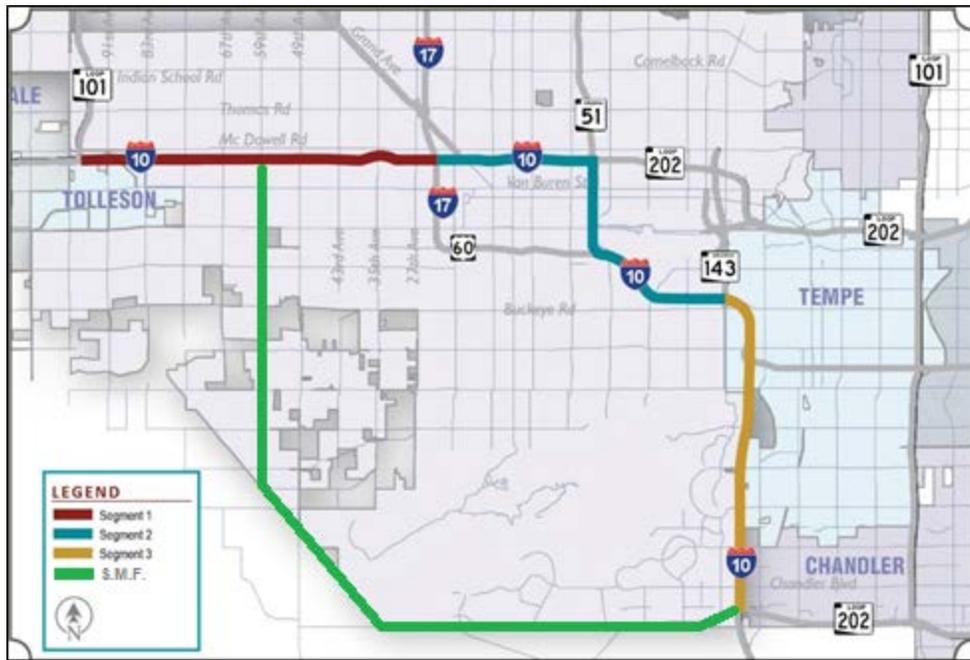
- Implementing technologies and systems that will support enhanced real-time monitoring and agency communications;
- Supporting proactive freeway-arterial coordination and operations strategies; and
- Informing travelers of conditions through a variety of means to support real time decision making and traveler route options.

### **BACKGROUND**

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

ICM represents a culmination of efforts in the MAG region over the last several years. Several MAG-funded initiatives have been completed that foster data sharing and accessibility, system interoperability, and collaborative operations for the freeway and arterial networks. The MAG ITS Strategic Plan articulated the following elements that reflect the stakeholders' vision for ICM in the Region:

- Actively manage transportation systems with available tools and technologies to better respond to recurring and non-recurring congestion in a way that improves both mobility and safety for the region's travelers.
- Plan and coordinate deployments, and collaborate on strategies that will help to balance demand across transportation modes in the region to maximize our available network capacity.
- Leverage staff technical resources, regional systems and tools, and agency operations across the region to provide for more coordinated system management and operations.
- Collaborate to share information among agencies in real-time to be able to proactively implement traffic management strategies across the network.



The key components of the ICM Plan include:

**ICM Concept of Operations**

The ICM Concept of Operations (ConOps) will follow the IEEE Concept of Operations standard format and will include specific operational scenarios for the I-10 corridor. The necessary information to develop the ConOps will be acquired from project stakeholders. The ConOps will identify:

- Networks and modes that comprise the I-10 corridor;
- Needs and deficiencies within the corridor that can be improved by ICM;
- Specific performance requirements;
- Existing conditions and desired future operational activities in the corridor;
- Existing systems, data, and data-sharing to support ICM;
- Institutional issues and needs that will require agreements or policies;
- ICM strategies for the corridor;
- How decision support will be handled among partner agencies and systems; and
- Performance metrics and measures for the I-10 ICM project.

**ICM Analysis, Modeling and Simulation Plan**

The Analysis, Modeling and Simulation (AMS) Plan will serve as a mechanism to better understand existing corridor and traffic conditions, as well as identify analysis scenarios and strategies brought forth from the ConOps. MAG has experienced modeling staff and will lead the AMS Plan development and activities. The AMS plan will:

- Identify analysis needs and requirements to meet ICM objectives and goals;
- Provide an enriched understanding of existing conditions of the corridor and identify deficiencies from an analysis perspective;
- Help identify and characterize flaws and unforeseen challenges of ICM strategies that were not made aware of in the ConOps; and
- Aid in setting expectations in level and extent of participation, responsibility and management from partner agencies and how said roles may evolve based on various ICM strategies.

### **ICM System Requirements Specifications**

The ICM System Requirements Specifications (SyRS) will document specific requirements for the ICM system. Project stakeholders will be able to benefit from the lessons learned and prior requirements development efforts through other ICM sites in the FHWA program. The SyRS document will capture the lexicon and program/system definitions, as well as identify existing standards as well as planned updates in developing I-10 ICM subsystem interfaces. Unique requirements will be recommended to support ICM operational objectives, system interactions, and coordination (such as traffic incident management). The requirements will be numbered for traceability and phrased as “shall” statements. Project stakeholders will review requirements recommended for other ICM programs to identify best practices for grouping and organizing these requirements. Additional requirements guidance for ICM prepared by FHWA will also be leveraged.

### **Project Management Plan and Systems Engineering Management Plan Updates**

Through a previous effort MAG led the development of the Project Management Plan (PMP) and the Systems Engineering Management Plan (SEMP). The PMP identified the activities, roles and responsibilities, project management processes, and communications among the Project Team and with stakeholders.

As both documents are being carried forward throughout the entire ICM planning process, it would be necessary to review and update the PMP and SEMP following the development of the ConOps. At the conclusion of the ConOps document, the PMP and SEMP documents will be updated accordingly.

### **PROJECT STAKEHOLDERS**

All Project Stakeholders have been collaborating on Integrated Corridor Management (ICM) concepts and strategies for nearly a decade. Regional planning, freeway operations, arterial operations, public safety and transit stakeholders have been part of this discussion. These discussions have advanced both operational strategies and institutional partnerships.

MAG will serve as the lead agency for ICM planning. MAG has already established a formal ICM Stakeholders Group comprised of champions from each of the involved agencies to be able to collaborate on ICM planning and pursue implementation of strategies. Members of the ICM Stakeholders Group have already been involved with the ICM planning activities on specific segments of I-10 and Loop 101, and provide an established and fully cooperative environment to become engaged in ICM planning.

The agencies that are involved in the development of the ICM planning strategy will have a key role in supporting the processes, coordination, notifications and developments detailed in the deliverables of this scope.

The Project Stakeholders have initially been identified and are listed below:

- MAG
- ADOT
- AZDPS
- MCDOT
- Valley Metro
- City of Phoenix
- City of Tempe
- City of Chandler
- City of Avondale
- City of Tolleson
- Federal Highway Administration (FHWA)
- Sky Harbor Airport Authority
- Town of Guadalupe

## **PROPOSED TASKS**

The Proposer is encouraged to be creative in developing a sound analytical approach which achieves the goals for this project. The Proposer is urged to be as specific as possible when describing the activities that will be performed to support each task. The Proposer is also urged to make maximum use of matrices, tables and drawings in working papers produced for the project to ensure conciseness and clarity and to minimize the amount of text required. In preparing a proposal for consideration by MAG, the Proposer will not be required to adhere strictly to the proposed tasks specified below. Additional tasks may be warranted, but any additional tasks included should not impact the recommended schedule no longer than 15 months. A shorter project schedule may not be recommended without justification defined in the proposal.

At the conclusion of this project all requirements from the FHWA ICM Planning Grant must be met.

### **Task 1: Project Management & Technical Oversight Process**

#### **Project Management**

The management of all study activities will be closely coordinated with the MAG Project Manager (PM). The project shall adhere to the planned schedule, included in Section III, as much as feasible. Any agreed upon changes to the planned schedule shall be documented via a contract amendment. The Proposer shall participate in monthly project coordination meetings with the MAG Project Manager.

#### **Project Oversight**

A Technical Advisory Group (TAG) will be established by MAG to provide oversight to the study. The TAG will consist of a subset of members the ICM Stakeholders Group. Progress review meetings will be held, as needed, in coordination with completion of Task milestones. Draft documents will be submitted to the MAG PM one week prior to the planned distribution to the TAG. Two weeks will be provided for review by the TAG. All comments on drafts will be addressed in final documents and delivered to the MAG PM. All documents shall be delivered to MAG in Microsoft Word, Excel, PowerPoint and Adobe Acrobat PDF formats.

**Deliverables:** Project management plan, and schedule for facilitation of TAG meetings.

### **Task 2: ICM Concept of Operations**

The Proposer shall develop the Concept of Operations to establish operational processes and forms of communication for actively managing freeway and arterial traffic during non-recurring events. Additional agency departments, including police, maintenance/public works, incident response, and others will be consulted as necessary for input on the concept and strategies. This study will also seek input from freight industry stakeholders as I-10 is a heavily traveled freight corridor. Other key partners are envisioned to include Phoenix Sky Harbor Airport, Union Pacific Rail, commercial freight industry, and news media outlets. Lessons learned and requirements development efforts through other ICM sites in the FHWA program will be research and leveraged.

The Proposer shall address the following objectives:

1. **Scope and summary:** Define corridor boundaries and networks by project Stakeholder and other key partners within the corridor. Define key limitations and problems not being satisfied by current system for management of large, nonrecurring events along the corridor.
2. **Existing institutional and operational conditions:** Define current operational conditions for nonrecurring traffic conditions. Determine the systematic procedures and chain of communication within the agency and to external entities during nonrecurring events. Identify key sources of data for roadway event conditions used for decision support and broadcasting information to external entities. Identify existing inventory of current internal and external event data management systems for support decisions and archiving. Categorize ITS assets and tie-in to the regional ITS architecture along the corridor. Identify programmed near-term improvements for roadway and ITS infrastructure within and nearby the corridor, and identify potential effects to operations for

the ICM corridor. Identify gaps and limitations in terms of operations, policies, infrastructure, and communication based on current operational conditions. Identify the unified list of corridor issues and needs, and the potential benefits an ICM system will address for nonrecurring events in the corridor.

3. ICM system operational concept: Develop the vision, goals, and objectives of the ICM. The vision of the ICM shall reflect planned improvements and practices and future operational scenarios. ICM goals and objectives, short-term and long-term, shall address the needs and issues identified by Stakeholders under current operational conditions, and shall take into account the traveler's experience during nonrecurring event conditions. ICM system operational concepts will be recommended based on Stakeholder input identifying strategies under several nonrecurring conditions for the three I-10 segments. Operational, institutional and technical issues, challenges, required assets, and short-term and long-term implementation guidance and opportunities will be identified and addressed in the documentation. Performance measures and targets related to the goals and objectives will be identified to evaluate ICM operations.

Consideration to other alternative modes of travel and real-time information dissemination using personal and vehicular technology devices will be explored. Emerging technologies in the transportation industry leverage the use of personal notifications of existing conditions in real-time. This study will include a survey of new and emerging traveler information broadcasting methods in order to provide a robust look at the best and most effective methods of communicating to travelers across all methods and modes of travel.

Decision support system capabilities will be explored, including predefined options for managing events and freeway closure events along the segments identified for the corridor. Key issues and concepts such as agency notifications, automated interfaces, established distributed management structure implementation, and scalability and flexibility for future use during typical recurring conditions under various conditions will be addressed. Near-term and long-term solutions for decision-support system capabilities, solutions, and implementation steps will be recommended to support current ICM efforts. Peer research throughout the world will be completed to identify operational conditions, ICM system experience, lessons learned, decision support system capabilities, and institutional and operational similarities to the region.

ICM institutional and operational frameworks will be recommended demonstrating implementation, operations, management, and maintenance responsibilities. Leadership and staff from each Stakeholder agency will be identified for decision-making, communications, and operational authority.

4. Operational scenarios and ICM strategies for non-recurring events: Identify representative scenarios for non-recurring events. Details of Stakeholder network, communication and expectations of operations will be identified. Key elements of defining scenarios will be recommended in coordination with the efforts of the analysis, modeling, and simulation plan in Task 3: ICM Analysis, Modeling, and Simulation Plan. Decision support system elements for route decision criteria will be identified describing communication protocol, traveler information, potential scheduled work zone events, local incident events, transit scheduling, and other key operational elements.

Regular TAG meetings and a Stakeholder workshop will be held during this Task, in coordination with Task 3, to engage, discuss, and conceptualize near-term and long-term cooperative operational scenarios and strategies based on the ICM operational vision.

**Deliverable:** Report on ICM Concept of Operations for Non-Recurring Events on I-10.

### **Task 3: ICM Analysis, Modeling, and Simulation Plan & Data Collection**

The Analysis, Modeling, and Simulation (AMS) Plan will serve as a valuable tool for communicating the scope of the project that has been agreed upon amongst the project Stakeholders, as well as identify analysis scenarios and strategies to be brought forth from the ConOps. The development of the AMS

Plan supports the understanding of assumptions and expectations among stakeholders in terms of what the AMS process accomplishes, and manifest the roles, responsibilities, and expectations to be identified in the ConOps.

The AMS Plan task will be carried out in parallel with this ConOps task, and many action items and references will intersect. The AMS Plan shall address many of the issues and steps that will be addressed by the ConOps.

The AMS Plan will include both near-term and long-term ICM objectives, including approaches to various levels of decision support systems

The Proposer shall address the following objectives:

1. Project Scope: Describe the overall ICM project objective, ICM vision and goals, and project corridor, including the corridor boundaries, modal networks, stakeholder roles, project guiding principles, and the process for developing and applying the AMS Plan.
2. Existing Corridor Operations: Describe corridor operations, both strengths and challenges, to properly diagnose congestion conditions and impacts. Describe in detail stakeholder facilities, transportation management, ITS assets and architecture, and programmed near-term improvements. Clearly define the existing approach and mitigation plans to incident management on/surrounding the corridor from stakeholders' operational and institutional perspectives. Identify corridor challenges and needs under non-recurring conditions, including day-to-day traffic conditions and peak period characteristics, and physical, infrastructural, & operational limitations. Evaluate influencing factors of congestion conditions and impacts of demand levels and types throughout the corridor.
3. Analysis scenarios and ICM strategies for non-recurring congestion: Compile relevant data on locations, frequency, and severity of non-recurring congestion events. Analysis scenarios will be established on the range of incident-based operational conditions compiled from data and different levels of traffic demand. Research ICM strategies employed in other urban areas, review strategy practices and summarize findings. Develop preliminary scoping hypotheses, assumptions, opportunities, and institutional and operational implementation challenges of strategies.
4. Data Needs, Availability, and Collection: Explore various sources of data – traditional & non-traditional – that would support AMS efforts and objectives. Determine from partner stakeholders the availability and critical details of data including the time periods when the data is available, format of the data, availability, available fields of information, definitions of each data field, reliability of data sources, and known data quality issues.

Data collection from currently available sources will be performed. Time periods and range of historical data, as well as continual retrieval of data on regular basis for performance measures and AMS validation purposes will be recommended. MAG staff will be utilizing data and sources of data recommended from this task for ongoing and future ICM-related efforts. The consultant will work closely with MAG staff on the data collection process framework, data formatting and storage, and analysis frameworks.

Identify data needs that will be required based on the analysis scenarios and ICM strategies and the level of effort to retrieve data from various sources, including the data that is available from partner stakeholders. Near-term and long-term recommendations will be made for future development and use of a decision-support system.

5. Output Performance Measures: Define the ICM-related performance measures that fall in line with ICM objectives, operational conditions and ICM scenarios defined for non-recurring conditions. Typical performance measures such as mobility, travel time variability and reliability, and benefit-cost estimations will be used to demonstrate operational changes in traveler

response to strategies. Performance measures for operational changes due to traffic incident management activities, in the field and within the traffic operations/management center(s), will be considered. Research on additional performance measures used in other AMS efforts that support in the demonstration of ICM strategies to improve mobility, throughput, and reliability through the corridor and surrounding arterial streets during incident scenarios.

6. AMS Tools Exploration: Based on the performance measures established in the previous task, research and identify AMS tools and tool types that meet the needs of the study and overall objective of the ICM effort.

Key factors and selection criteria to determine tool types and tool selections will be identified. Key factors and criteria will align with ICM objectives, selected performance measures, and the ability to mimic existing operational conditions already identified in previous steps. Outreach to stakeholders will be done to compile information on modeling and analysis tool types used in or near the corridor. The FHWA Traffic Analysis Toolbox Volume II may be used as a decision support tool in the exploration process.

Once tool types have been identified, various qualifying tools will be determined that fit the criteria of the selection process. Peer research throughout the world will be completed to identify experience, pros and cons of tool experience, interfacing with other tools, cost effectiveness, and the key factors described above. Among the key factors already identified, other key elements specific to the tools to be considered are interoperability with other tools and tool types, scalability, incident capabilities, software licensing, calibration criteria and requirements, and external scripting interface for pre/post processing.

MAG staff currently operates and maintains the regional dynamic traffic assignment model DynusT. This model has been utilized for recent ICM-related planning efforts throughout the region. It is anticipated that the DynusT model will be used for large-scale, alternative scenario modeling efforts for ICM activities. However, if AMS tool exploration justifiably identifies other tools more appropriate to simulate identified ICM objectives, then necessary steps and activities will be recommended to transition MAG staff to such a tool.

7. Summary of analysis settings and AMS approach: Based on all collected and prioritized information of ICM scenarios and AMS tool capabilities, analysis settings will be established as guidance for scenario inputs and model assumptions. Basic information and specific characteristics of freeway closure scenarios, such as time period of analysis, baseline year, future analysis year, and incident location and severity, as well as narrative summary of the scenario.

The AMS process framework will be recommended demonstrating the major analysis steps, links and interfaces between steps, process milestones, outputs, & outcomes. The AMS process will identify tools to be used, baseline networks and baseline years, analysis periods, and forecast networks and years.

8. Guidance for model calibration: Document the process and criteria that will be used to calibrate each AMS model to be used. Details such as time required for calibration, specific data sources required, spatial coverage of data, temporal resolution of data, calibration standards, thresholds, performance measures, and statistical criteria for calibration acceptance. Document the validation process, including what data will be used and criteria to demonstrate the correctness of the calibrated model. The calibration and validation process will be accomplished based on needs of the AMS approach and AMS scenarios established in previous steps.

Data collection and recommendations from the Data Needs, Availability, and Collection subtask will be used throughout the calibration process. The consultant will be work closely with MAG staff to ensure that recommendations and guidance from the subtask will follow suit to the recommendations and data collection process and activities in the Data Needs, Availability, and Collection subtask.

Regular TAG meetings and a Stakeholder workshop will be held during this Task, in coordination with

Task 2, to engage, discuss, and conceptualize near-term and long-term cooperative operational scenarios and strategies based on the ICM operational vision.

MAG staff will be performing all AMS activities. This task will require close coordination with MAG staff in the data collection, performance measure, tool exploration, AMS approach, and model calibration subtasks to build the full capability to perform analysis, modeling, and simulation activities based on near-term and long-term approaches and recommendations agreed upon by the TAG and Stakeholders.

**Deliverable:** Report on ICM Analysis, Modeling, and Simulation Plan; AMS data collected from the Data Needs, Availability, and Collection subtask.

#### **Task 4: ICM System Requirements Specifications**

This task will develop the System Requirements Specifications (SyRS) document and will be utilized to document ITS system requirements for the I-10 ICM System. Lessons learned and requirements development efforts through other ICM sites in the FHWA program will be leveraged.

The Proposer shall address the following objectives:

1. Describe the system purpose, needs, capabilities, conditions, constraints, and challenges. Document available resources and capabilities, and identify institutional and infrastructure gaps that will need to be addressed. Document system context based on corridor stakeholder needs and integration, capabilities detailing the sub-systems and the interface with external systems, equipment status monitoring and system maintenance, institutional and infrastructure constraints, and user characteristics and accessibilities.
2. Identify the needs of project stakeholders, which may include:
  - Data collection requirements and frequency intervals, data manipulation strategies, data exchange between system management partners, and data archiving for developing performance measures.
  - Upgrades for communications infrastructure, decision support tools, ITS standards and definitions, and network security.
  - On-demand user access to reliable, real-time traveler information with both pre-trip and en-route capabilities across all available modes.
  - System operator reporting and query tools for analysis of effectiveness of strategies.
  - System network security and priority controls for system users.
  - Device control and monitoring, crash detection for operators, inter-agency coordination, and priority of shared operations.
  - System maintenance, back-up, and restoration capabilities, including system administration alerts.
3. Identify and define all major sub-systems. Additional sub-systems will be identified as corridor stakeholder needs are identified. Identification, which may include:
  - Data Collection Sub-System
  - Data Integration Sub-System
  - Data Dissemination Sub-System
  - Data Archive Sub-System
  - Decision Support Sub-System
  - Traveler Information Dissemination Sub-System
  - Data Analysis and Performance Measurement Sub-System
  - User and Administrator Interface Sub-System
4. Detail the expected interaction between the sub-systems and coordinate the information flow, capture, and analysis of the all system components.
5. Define system performance characteristics such as data exchange, device control priorities, and system user interface requirements. System security will be addressed, as well as policy and

regulation for system users.

6. Identify the data structure including the types, standards, frequencies, manipulation, exchanges, and user interfaces. Individual requirements will be identified based on the need and provided a detailed source, agency allocation, necessary components, and critical priority

**Deliverable:** Report on ICM Systems Requirements Specifications.

**Task 5: Update the Project Management Plan and the Systems Engineering Management Plan**

Both the Project Management Plan (PMP) and the Systems Engineering Management Plan (SEMP) have been established under a prior project. As both documents are being carried forward throughout the entire ICM development process, it is necessary to review and update the PMP and SEMP following the development of the Concept of Operations (ConOps). This task will review both documents at the conclusion of the ConOps document and update accordingly.

The Proposer shall:

1. Coordinate with project Stakeholders in the continued development of the PMP.
2. Identify any new members for the PMP Development Team and associated positions within stakeholder agencies to establish legacy connections to ICM development and deployment;
3. Review Project Goals and Project Objectives and gather the necessary information for any updates;
4. Update the schedule and plan for managing the schedule of activities;
5. Review the communications plan with FHWA and with Project Stakeholders;
6. Review capabilities and availability of the coordinating agencies and personnel;
7. Verify existing or in-development feasibility studies or concurrent projects;
8. Verify available and required data for analysis, modeling, and simulation purposes during the latter stages of the process;
9. Review project risks and a risk management approach;
10. Review and update all SEMP components required for the systems engineering analysis of the project.

**Deliverables:** Update of ICM Project Management Plan & ICM Systems Engineering Management Plan.

**DELIVERABLE PRODUCTS**

Required products of this project are listed below. An administrative draft of each deliverable will be submitted in electronic form and, when requested, hard copy format, to the MAG project manager for review. Comments from the MAG project manager will be incorporated into the deliverable by the CONSULTANT, before it is distributed for external review. Comments received during the external review process will be incorporated into the final drafts.

1. Task 1 – Project Management Plan and Schedule
2. Task 2 – Report on ICM Concept of Operations for Non-Recurring Events on I-10
3. Task 3 – Report on ICM Analysis, Modeling, and Simulation Plan; AMS data collected from the Data Needs, Availability, and Collection subtask.
4. Task 4 – Report on ICM Systems Requirements Specifications
5. Task 5 – Update of Project Management Plan & Systems Engineering Management Plan

## PROPOSAL REQUIREMENTS AND CONTENT

### Project Schedule and Cost

The estimated time frame for this project is 15 months from the date of the notice to proceed, with intermediate deliverables due in accordance with the schedule as agreed between MAG and the Proposer(s) at a cost not to exceed \$175,000. The date of the notice to proceed is anticipated to be August 1, 2017.

### Proposal Content

It is required that the proposal include the following items in the same order as they are listed below. Failure to provide the requested information may result in rejection of the proposal. Brief and concise submittals are encouraged. The total number of pages must not exceed 25 pages, entirely on letter size (8.5 x 11 inches) portrait oriented; however responses may include up to two (2) tabloid size (11 x 17 inches) pages as appropriate, landscape oriented, appropriately folded to match 8.5 x 11 inch page size. This 25 page count does not include resumes, the cover letter, tabs, appendices, and forms. Blank pages are not included in the total page count. The outside packaging of the submittal must be clearly marked with the Project Title, the RFP Due Date, and the Proposer's name. The minimum font size shall be 12 point and each page should be numbered sequentially with exception of pages not including in the page count requirement.

1. **Identification.** A cover letter or equivalent which includes:
  - a. The title of this solicitation.
  - b. Proposer's name and business address.
  - c. The name, title, mailing address, and telephone number and email address of the principal contact.
  - d. Signature from a representative or officer authorized to bind the CONSULTANT.
2. **Table of Contents.** The electronic PDF copy submitted should provide bookmarks to each of the Proposal Sections and for the Appendices. The hard copy submission should include tabs and should indicate the same titles consistent with the PDF version bookmarks.
3. **Organization and Approach.** A brief statement describing the Proposer's organization and outlining its approach to completing the work required by this solicitation. This statement shall briefly illustrate the Proposer's overall understanding of the project.
4. **Work Plan.** A concise explanation of how the Proposer will carry out the objectives of the project. In the work plan, the Proposer shall describe each project task and proposed approach to the task as clearly and thoroughly as possible.
5. **Preliminary Schedule.** A project schedule in bar-chart format will indicate all work plan tasks and their durations. The schedule shall clearly identify project deliverable dates and tentative MAG meeting dates.
6. **Staffing Plan.** The plan shall include the following in table format:
  - a. A project organization chart, identifying the project manager.
  - b. Names of key project team members and/or Subconsultants. Only those personnel who will be working directly on the project should be cited.
  - c. The role and responsibility of each team member.

- d. Percent effort (time) of each team member for the contract period.
- e. The role and level of MAG technical staff support, if any.
7. **Résumés.** Include résumés for major staff members assigned to the project. These résumés should focus on their experience in this type of project.
8. **Budget.** A completed labor cost allocation budget formatted as noted in Appendix A.
9. **Recent Examples.** Proposer's recent experience in performing work similar to that anticipated herein. This description shall include the following:
  - a. Date of the project.
  - b. Name and address of client organization.
  - c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
  - d. Brief description of the project.
  - e. Proposer team members involved and their roles.
10. **Additional Information.** Any additional information that the Proposer believes would be useful to MAG in evaluating the proposal.

----- Forms and Appendices -----

11. **Rules of Professional Conduct Certification Statement.** A signed statement, located on the last page of Appendix B, certifying that CONSULTANT will comply with, in all respects, the rules of professional conduct set forth in A.A.C. R4-30-301 (Appendix B), which is the official compilation of Administrative Rules and Regulations for the State of Arizona.
12. **Information Form.** A completed Proposer's Information Form (Appendix C). If applicable, completed Proposer's Information Form for each Subconsultant proposed for this project.

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

  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Proposer will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
  - c. The Proposer has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
  - d. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Proposer may be debarred.
13. **Debarment and Suspension Certification.** As required by 49 CFR 29 (Debarment and Suspension), certification of Consultant's eligibility to receive Federal funds and a copy of such certification for which may be furnished to ADOT or other government entities. A certification to this effect is included in this RFP as Appendix D and must be submitted by Proposer in order for Proposer to be considered responsible and their proposal to be considered responsive.

14. **Conflict of Interests.** Each Proposer shall document within its proposal any potential conflicts of interests. A conflict of interest shall be cause for disqualifying a Proposer from consideration. A potential conflict of interest includes, but is not limited to:
- a. Accepting an assignment where duty to the client would conflict with the Proposer's personal interest, or interest of another client.
  - b. Performing work for a client or having an interest which conflicts with this contract.
  - c. Employing personnel who worked for MAG or one of its member agencies within the past three years.
  - d. All relationships with MAG and/or any employees of MAG.

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

15. **Confidential Portions Identification.** In accordance with Arizona Administrative Code R2-7-103, CONSULTANT may designate as confidential portions of a Proposal. A summary index of any such designation must be included in the Table of Contents or cover letter in the Proposal documents. If MAG determines to disclose the information provided, MAG shall inform the CONSULTANT in writing of such determination.
16. **Anti-Lobbying:** MAG complies 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 52.203-11 and 23 CFR 630.112(c)(5). That legislation prohibits Federal funds from being expended by a recipient or any lower tier sub-recipients 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.

## **PROPOSER'S CHECKLIST**

Before submitting a proposal, please make sure all required information as specified in "Proposal Requirement" have been included.

1. The proposal with a maximum of 25 pages submitted as one (1) printed hard copy and one (1) electronic PDF format submission on a compact portable drive.
2. Cover letter signed by a party authorized to bind the entity submitting the proposal.
3. Description of Proposer's organization and approach to work required by the solicitation.
4. Work plan including preliminary schedule, staffing plan, résumés, and similar experience.
5. Labor cost allocation budget.
6. Signed certification of Proposer's compliance with the rules of professional conduct set forth in A.A.C. R4-30-301.
7. Signed Proposer's Information Form for Prime consultant and for any proposed Subconsultants. Must be signed by a party authorized to bind the entity submitting the proposal.
8. Documentation of any potential conflicts of interest.
9. Debarment and Suspension Certification form.
10. Proposal submitted not later than Noon on May 18, 2017.

## PROPOSAL DELIVERY AND OPENING

1. One (1) printed hard copy of the proposal and one (1) complete electronic PDF format as an exact duplicate of the hard copy proposal on a compact portable drive must be submitted by Noon Mountain Standard Time (MST), May 18, 2017, to the following address:

Maricopa Association of Governments  
Attention: Sarath Joshua  
302 North First Avenue, Suite 200  
Phoenix, AZ 85003

Timely receipt of proposals shall be determined by the date and time the proposal is received at the above address. No late submissions, facsimile, or electronic submissions shall be accepted after the time indicated. Hand delivery is therefore encouraged to assure timely receipt. Proposals received after the deadline shall be stamped for time and date and returned unopened to the Proposer.

Proposals will be opened publicly and the name of each entity submitting a proposal will be read at 12:05 pm MST on May 18, 2017 at the MAG Offices, Cholla Room, 302 North First Avenue, Suite 200, Phoenix, AZ 85003.

All material submitted in response to this solicitation becomes the property of MAG and shall not be returned. After contract award, the proposals shall be open for public inspection except to the extent that the withholding of information is permitted or required by law. If the Proposer designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portions in accordance with Arizona Administrative Code R2-7-103 and shall be included in the proposal. Upon receipt of written notification, MAG will review any portions of the proposal that the Proposer considers to be confidential and will then make a determination on what should be released. MAG will also notify the Proposer in writing of the determination and provide an opportunity for the Proposer to respond to the decision prior to releasing the proposal.

2. Any questions regarding this Request for Proposals should be submitted in writing to Eric Nava, Project Manager by email at [enava@azmag.gov](mailto:enava@azmag.gov) not later than ten (10) working days prior to the closing date of May 18, 2017. Responses to questions submitted will be posted on the MAG Web site at <http://www.azmag.gov> under "RFPs and RFQs" not later than six (6) working days prior to the closing date of May 18, 2017. Additional information regarding MAG activities, including Committee meeting schedules, may be found on the MAG Web site <http://www.azmag.gov>.
3. A Proposer's conference for the project has been scheduled for 2:00 pm MST, May 2, 2017, at the MAG Office, Ironwood Room, Suite 200, 302 North First Avenue, Phoenix, AZ. The presentation from the Proposer's conference, sign in sheet, along with any Q & A will be posted on MAG's website at <http://www.azmag.gov> under "RFPs and RFQs" not later than six (6) working days prior to the closing date of May 18, 2017.

## PROPOSAL EVALUATION AND SELECTION PROCESS

1. **Evaluation Criteria.** All proposals will be evaluated by a group consisting of MAG staff and member agencies. Evaluation criteria include, but are not limited to, the following:
  - a. Demonstrated understanding of the project through a well-defined work plan consistent with program objectives.
  - b. Clarity of proposal, realistic approach, technical soundness, and enhancements to elements outlined in this RFP.
  - c. Education and relevant experience of personnel in providing similar services. Only those personnel assigned to work directly on each area should be cited.
  - d. Proven track record in this area of study. Proposer should clearly identify the principal people who worked on past projects and the amount of time they devoted to the work effort.
  - e. Availability of key personnel throughout the project effort.
  - f. Price.
  - g. Ability and commitment to deliver required products and services, meet all deadlines for submitting associated work products, and ensure quality control.
  - h. Recognition of work priorities and flexibility to deal with change and contingencies.
  - i. Demonstrated DBE Compliance.
2. **Interviews.** On the basis of the above evaluation criteria, selected firms submitting proposals may be interviewed prior to the selection of a consultant. In-person interviews may be scheduled for the week of May 29, 2017. It is anticipated that firms selected for interviews will be contacted approximately one (1) week prior to the in-person interview date. MAG strongly suggests that the project manager and key members of the consultant team be present at the in-person interview.
3. MAG may conduct discussions with Proposers who submit proposals determined likely to be selected for the award.
4. MAG reserves the right to:
  - a. Cancel this solicitation.
  - b. Reject any and all proposals and re-advertise.
  - c. Select the proposal(s) that will, in its judgment, best meet MAG's needs, despite any differences in estimated project costs between the proposer and all others.
  - d. Negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period, or canceled, for lack of funds.
  - e. Conform with the State of Arizona Public Records law(s).
5. **Contact with MAG or MAG Member Agency Employees.** All firms interested in this RFQ/RFP (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for

all potential firms, and to protect the integrity of the selection process. All questions on this selection process should be addressed to the authorized representative at MAG.

6. **MAG Approval.** A recommendation for approval of the consultant selection shall be made by the MAG Executive Director to the MAG Regional Council. The decision of the Regional Council is final.

## ADMINISTRATIVE REQUIREMENTS

1. This Request for Proposals is for a cost-reimbursement plus fixed fee contract.
2. During the course of the project, a monthly progress report is required to be submitted within ten (10) working days after the end of each month until the final report is submitted. Each report shall include a comprehensive narrative of the activities performed during the month, an estimated percent complete for each project task, monthly and cumulative costs by task, activities of any Subconsultants, payments to any Subconsultants, a discussion of any notable issues or problems being addressed, and a discussion of anticipated activities for the next month (See Appendix E for sample format).
3. MAG shall retain ten percent (10%) of the contract amount, withheld from each invoice, as final payment until completion of the project to the satisfaction and acceptance of the work. Final payment shall be made after acceptance of the final product and invoice.
4. An audit examination of the CONSULTANT's records may be required.
5. The firm selected will be required to comply with MAG insurance requirements, which may include: Workers' Compensation, Architects and Engineers Professional Liability insurance, Commercial General Liability insurance, Business Automobile Liability insurance, and Valuable Papers insurance.
6. The firm selected is required to document any potential conflicts of interest during the contract period. A conflict of interest shall be cause for terminating a contract. A potential conflict of interest includes, but is not limited to:
  - a. Accepting an assignment where duty to the client would conflict with the CONSULTANT's personal interest or the interest of another client.
  - b. Performing work for a client or having an interest which conflicts with this contract.
  - c. Employing personnel who worked for MAG or one of its member agencies within the past three (3) years.

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

7. Non-Discrimination
  - a. During the performance of this procurement, MAG, its Consultants, Subconsultants, assignees and successors shall:
    - i. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.
    - ii. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.
    - iii. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.
    - iv. Post in conspicuous places available to employees and applicants for employment, the following notice:

**“It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the-job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion.”**

- v. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - vi. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
  - vii. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant’s obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
  - viii. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.
- b. In the event of the Consultant’s noncompliance with the NONDISCRIMINATION provision of this solicitation, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:
- i. Withholding of payments to the Consultant under the Contract until the Consultant complies, and/or;
  - ii. Cancellation, termination, or suspension of the Contract, in whole or in part.
- c. The Consultant shall include the provisions of paragraph a.i through a.viii in every subcontract with Subconsultants, DBEs and Non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.
- d. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the

State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

8. Affirmative Action

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

- a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
- b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
- d. Where the requirement permits, establish delivery schedules which shall encourage participation by firms owned by socially and economically disadvantaged individuals.
- e. Use the services and assistance of ADOT DBE Supportive Services Program, the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as needed.

9. Participation By Disadvantaged Business Enterprises – Commitment, Compliance And Reporting

- A. The Department (ADOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts. It is also ADOT's policy to:

1. Ensure nondiscrimination in the award and administration of federally funded contracts;
2. Create a level playing field on which DBEs can compete fairly for federally-funded contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility requirements are counted as DBEs;
5. Help remove barriers to the participation of DBEs in federally-funded contracts;
6. Assist in the development of firms that can compete successfully in the marketplace; and
7. Facilitate and encourage participation by Small Business Concerns (SBCs) in ADOT contracts. ADOT encourages Consultants to take reasonable steps to

eliminate obstacles to SBC's participation and to utilize SBCs in performing contracts.

The Federal regulations require a recipient of federal highway funding to implement an approved DBE Program that consists of establishing a statewide DBE utilization goal that uses race-neutral means to the maximum feasible extent to achieve the goal. Where race-neutral measures prove inadequate to achieve the goal, the State is required to use race-conscious measures, such as a DBE participation goal for individual contracts.

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends to meet the goal with a combination of race-conscious efforts and race-neutral efforts. Race-conscious participation occurs where the Consultant uses a percentage of DBEs to meet a contract specified goal. Race-neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses.

ADOT is required to collect data on all DBE participation and report to FHWA, whether or not there is a stated DBE goal on the contract. Prime Consultants should refer to the Participation by Disadvantaged Business Enterprises section of this RFP for information on DBE reporting requirements. Accurate reporting is needed to track DBE participation.

The Consultant is required to adhere to the commitment made to utilize certified Disadvantaged Business Enterprises (DBE) as indicated in the firm's proposal or subsequently agreed to by the State during negotiations. The State, at its discretion on a case-by-case basis, may waive the above limitations.

**B. DBE GOAL/COMMITMENT AND DOCUMENTATION**

No DBE goal has been set on this Contract. The Consultant IS ENCOURAGED to voluntarily obtain DBE participation on this Contract to help ADOT meet its overall DBE goal.

**C. COMPLIANCE**

This Contract is subject to DBE compliance tracking for the Consultant and its Subconsultants. Lower-tier Subconsultants and Vendors are required to provide any requested DBE Contract compliance-related data in hard copy or electronically as determined by the State, including written agreements between the Consultant and Subconsultant DBEs. The Consultant shall report the amount earned by and paid to each DBE and non-DBE Subconsultants working on the project for the preceding month on each monthly Progress Payment Report. The Consultant is responsible for ensuring that the Consultant and all its Subconsultants and lower-tier Subconsultants have completed all requested items and that their contact information is accurate and up-to-date.

**D. REPORTING AND SANCTIONS**

1. ADOT is required to collect DBE participation data on all Federal-aid projects, whether or not there is a stated DBE goal/commitment on this Contract. Therefore, the Consultant shall report the monthly payments made to all DBE, non-DBE Subconsultants and Direct Expense Vendors, including all lower-tier Subconsultants, for labor, equipment, and materials. If the Consultant and its Subconsultants do not provide all required DBE usage and payment information with the monthly Progress Payment Reports (PPRs) submittals for the preceding month, and complete its monthly audit and reporting of payments to DBEs and non-DBEs in the DBE System, the State shall deduct \$1,000 for each delinquent report, whether from the Consultant or any of its Subconsultants, from the progress payment for the current month, not as a penalty but as liquidated damages. If by the following month, the required DBE payment information for

the previous month has still not been provided, the State shall deduct an additional \$1,000 for each delinquent report. Such deductions shall continue for each subsequent month that the Consultant or its Subconsultants fail to provide the required payment information.

2. The Consultant, Subconsultants, lower-tiered Subconsultants and Vendors shall confirm the payments received from ADOT and/or the Consultant through ADOT DBE Contract & Labor Compliance Management System (DBE System) found at the following link:

<https://adot.dbesystem.com>

3. After execution of this Contract and before the first Payment Report/Invoice is submitted to the Maricopa Association of Governments, the Consultant is required to log into the DBE System and enter the name, contact information, and subcontract amounts for all Subconsultants, lower-tier Subconsultants and Direct Expense vendors performing any work on the project to help ADOT track and monitor payments to DBE and non-DBE Subconsultants on the project and to confirm that the scope of services and commitments made via the DBE Intended Participation Affidavits are being met.
4. All DBE and non-DBE subcontracting activities and payments shall be reported by the Consultant. All DBE subcontracting activities will be counted toward DBE participation. This includes lower-tier subcontracting activities regardless of whether or not the DBE is under contract with another DBE.

#### E. COUNTING DBE PARTICIPATION

In counting the DBE participation, the Department shall apply the rules in 49 CFR §26.55. The firm shall count only the value of the work actually performed by the DBE toward DBE goals. No credit shall be allowed for shipping, manufacturing or supply.

1. Contracts created to artificially create DBE participation are not acceptable; the arrangement shall be within normal industry practices. The DBE shall perform a commercially useful function.
2. Count the entire amount of that portion of a Contract (or other Contract not covered by paragraph (2) of this section) that is performed by the DBE's own forces. Firms shall include the cost of supplies and materials obtained by the DBE for the work on the Contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subconsultant purchases or leases from the Consultant or its affiliate).
3. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specially required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with the fees customarily allowed for similar services.
4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the lower-tier Subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goals.
5. It is presumed that the DBE is not performing a commercially useful function if:  
(a) a DBE does not perform or exercise responsibility for at least 30 percent (30%) of the total cost of its Contract with its own work force; or (b) the DBE

subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice for the type of work involved.

F. PARTICIPATION BY SMALL BUSINESS CONCERNS (SBCS)

It is ADOT's policy to facilitate and encourage participation by Small Business Concerns (SBCs) in ADOT contracts. ADOT encourages Consultants to take reasonable steps to eliminate obstacles to SBC's participation and to utilize SBCs in performing contracts.

Consultant shall take all reasonable steps to remove obstacles to SBC participation in the contract. ADOT encourages the Consultant to utilize SBCs. SBCs are registered in the Arizona Unified Transportation Registration and Certification System (AZ UTRACS), accessed through the following link:

<https://adot.dbesystem.com>

10. Certification of Payments to DBE Firms (if applicable): The CONSULTANT shall submit at the completion of the project the "Certification of Payments to DBE Firms" affidavit for each DBE firm working on the project (Certification of Final DBE Payments Form 3210PS). The form can be found at the following link:

<http://azdot.gov/docs/default-source/beco-library/3210ps-dbe-certification-of-final-payment-pd---lpa-fillable.pdf>

## APPENDIX A – LABOR COST ALLOCATION BUDGET

CONTRACT BUDGET BY TASK ORDER												Budget Page 1 of 1	
PROJECT NAME: <u>ADD PROJECT NAME/DESCRIPTION</u>													
CONTRACT NUMBER: <u>ADD CONTRACT NUMBER</u>													
CONTRACT PERIOD: FROM <u>[MM/DD/YY]</u> TO <u>[MM/DD/YY]</u>													
MAG PROJECT MANAGER: <u>ADD PROJECT MANAGER NAME</u>													
CONSULTANT REMIT TO ADDRESS:													
<u>ADD CONSULTANT NAME</u>													
<u>STREET ADDRESS</u>													
<u>CITY, STATE, ZIP CODE</u>													
TAXPAYER ID NUMBER: <u>ADD TAX ID NUMBER</u>													
* Only type in the BLUE or GREEN areas and be sure to enter entire budget													
** Input Raw Hourly Rates TWO DECIMAL PLACES ONLY and use most current information													
*** Invoices should reflect ACTUAL RATES for Prime Consultant Personnel													
PRIME CONSULTANT													
BUDGET OF PERSONNEL BY TASK NUMBER													
Original Costs and Rates	Raw Direct	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Hours	Total Cost
	Direct Hourly Rate	(Task Description)											
Personnel 1	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 2	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 3	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 4	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 5	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 6	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 7	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 8	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 9	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 10	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 11	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 12	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 13	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 14	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 15	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 16	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 17	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 18	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 19	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 20	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Total Task Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-
Total Task Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Overhead and/or Fringe Audited Rate	1.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor with Overhead		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fee (10% max rate)	0.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor Budget With Overhead & Fees		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PRIME CONSULTANT													
BUDGET OF DIRECTLY REIMBURSABLE EXPENSES													
Reimbursable Expenses	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Cost		
	(Task Description)												
Miscellaneous Expenses (Example)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Local Travel and Parking (Example)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Statewide Travel (Example)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Airfare (Example)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Lodging and Subsistence (Example)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Local Travel (Example)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Meeting Expenses (Example)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Video Conference Expenses (Example)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Delivery and Postage (Example)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Miscellaneous Expenses (Example)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Statewide Travel (Example)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Other (Description)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Other (Description)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Other (Description)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Other (Description)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Other (Description)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Other (Description)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Other (Description)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Other (Description)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Other (Description)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Prime Reimbursable Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL BUDGET													
TOTAL COST SUMMARY	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Cost		
	(Task Description)												
Total Labor With Overhead and Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Prime Reimbursable Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Subconsultant Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

**APPENDIX B – ARIZONA ADMINISTRATIVE CODE R4-30-301**

**CH. 30**

**BOARD OF TECHNICAL REGISTRATION**

**R4-30-301**

**ARTICLE 3. REGULATORY PROVISION  
R4-30-301. Rules of Professional Conduct**

All registrants shall comply with the following rules of professional conduct:

1. A registrant shall not submit any materially false statements or fail to disclose any material facts requested in connection with an application for registration or certification, or in response to a subpoena.
2. A registrant shall not engage in fraud, deceit, misrepresentation or concealment of material facts in advertising, soliciting, or providing professional services to members of the public.
3. A registrant shall not commit bribery of a public servant as proscribed in A.R.S. § 13-2602, commit commercial bribery as proscribed in A.R.S. § 13-2605, or violate any Federal statute concerning bribery.
4. A registrant shall comply with State, municipal, and county laws, codes, ordinances, and regulations pertaining to the registrant's area of practice.
5. A registrant shall not violate any State or Federal criminal statute involving dishonesty, fraud, misrepresentation, embezzlement, theft, forgery, perjury, bribery, or breach of fiduciary duty, if the violation is reasonably related to the registrant's area of practice.
6. A registrant shall apply the technical knowledge and skill that would be applied by other qualified registrants who practice the same profession in the same area and at the same time.
7. A registrant shall not accept an engagement if the duty to a client or the public would conflict with the registrant's personal interest or the interest of another client without making a full written disclosure of all material facts of the conflict to each person who might be related to or affected by the engagement.
8. A registrant shall not accept compensation for services related to the same engagement from more than one party without making a full written disclosure of all material facts to all parties and obtaining the express written consent of all parties involved.
9. A registrant shall make full disclosure to all parties concerning:
  - a. Any transaction involving payments to any person for the purpose of securing a contract, assignment, or engagement, except payments for actual and substantial technical assistance in preparing the proposal; or
  - b. Any monetary, financial, or beneficial interest the registrant holds in a contracting firm or other entity providing goods or services, other than the registrant's professional services, to a project or engagement.
10. A registrant shall not solicit, receive, or accept compensation from material, equipment, or other product or services suppliers for specifying or endorsing their products, goods or services to any client or other person without full written disclosure to all parties.

11. If a registrant's professional judgment is overruled or not adhered to under circumstances where a serious threat to the public health, safety, or welfare may result, the registrant shall immediately notify the responsible party, appropriate building official, or agency, and the Board of the specific nature of the public threat.
12. If called upon or employed as an arbitrator to interpret contracts, to judge contract performance, or to perform any other arbitration duties, the registrant shall render decisions impartially and without bias to any party.
13. To the extent applicable to the professional engagement, a registrant shall conduct a land survey engagement in accordance with the April 12, 2001 Arizona Professional Lands Surveyors Association (APLS) Arizona Boundary Survey Minimum Standards, as adopted by the Board on June 15, 2001, the provisions of which are incorporated in this subsection by reference and on file with the Office of the Secretary of State. This incorporation by reference does not include any later amendments or editions and is available at the Board's office and APLS at <http://www.aia.org>.
14. A registrant shall comply with any subpoena issued by the Board or its designated administrative law judge.
15. A registrant shall update the registrant's address and telephone number of record with the Board within 30 days of the date of any change.
16. A registrant shall not sign, stamp, or seal any professional documents not prepared by the registrant or a bona fide employee of the registrant.
17. Except as provided in subsections (18) and (19), a registrant shall not accept any professional engagement or assignment outside the registrant's professional registration category unless:
  - a. The registrant is qualified by education, technical knowledge, or experience to perform the work; and
  - b. The work is exempt under A.R.S. § 32-143.
18. A registered professional engineer may accept professional engagements or assignments in branches of engineering other than that branch in which the registrant has demonstrated proficiency by registration but only if the registrant has the education, technical knowledge, or experience to perform such engagements or assignments.
19. Except as otherwise provided by law, a registrant may act as the prime professional for a given project and select collaborating professionals; however, the registrant shall perform only those professional services for which the registrant is qualified by registration to perform and shall seal and sign only the work prepared by the registrant or by the registrant's bona fide employee.
20. A registrant who is designated as a responsible registrant shall be responsible for the firm or corporation. The Board may impose disciplinary action on the responsible registrant for any violation of Board statutes or rules that is committed by a non-registrant employee, firm, or corporation.
21. A registrant shall not enter into a contract for expert witness services on a contingency fee basis or any other arrangement in a disputed matter where the registrant's fee is directly related to the outcome of the dispute.

Amended by final rulemaking at 12 A.A.R. 1609, effective July 1, 2006 (Supp. 06-2).

**COMPLIANCE WITH RULES OF PROFESSIONAL CONDUCT CERTIFICATION**

I hereby certify to the best of my knowledge and belief that \_\_\_\_\_  
(Name of Consulting Firm)

and I \_\_\_\_\_ as the \_\_\_\_\_ shall comply with, in all  
(Name) (Title)

respects, the rules of professional conduct set forth in A.A.C. R4-30-301.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**APPENDIX C – PROPOSER’S INFORMATION FORM**

Consultants proposing as prime Consultants or Subconsultants on Maricopa Association of Governments’ (MAG) projects are required to complete this form and return it with your proposal.

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

**1. GENERAL INFORMATION:**

Name of Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Web address: \_\_\_\_\_ Year firm was established: \_\_\_\_\_

Is this firm a prime consultant? Yes \_\_\_\_\_ No \_\_\_\_\_

Is this firm a subconsultant? Yes \_\_\_\_\_ No \_\_\_\_\_

If so identify specialty: \_\_\_\_\_

Is this firm a certified DBE? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, by whom? \_\_\_\_\_

Is this firm currently debarred? Yes \_\_\_\_\_ No \_\_\_\_\_

Is this firm currently the subject of debarment proceeding? Yes \_\_\_\_\_ No \_\_\_\_\_

**2. FINANCIAL INFORMATION**

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

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

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

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

\_\_\_\_\_  
Date

**APPENDIX D – DEBARMENT/SUSPENSION CERTIFICATION**

STATE OF )

SS. )

COUNTY OF )

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the County of

\_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being duly sworn according to the law of my oath depose and say that:

In accordance with the terms of U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180:

1. Proposer certifies to the best of its knowledge and belief, that it and its principals, including its first tier Subconsultants: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Proposer certifies that it and its principals, including its first tier Subconsultants will treat each lower tier contract or lower tier subcontract under the Project that (a) equals or exceeds \$25,000, (b) is for audit services, or (c) requires the consent of a Federal official, as a covered contract for purposes of 2 CFR Part 1200 and 2 CFR Part 180, and will otherwise comply with the Federal requirements of 2 CFR Part 1200 and 2 CFR Part 180, and will assure that each lower tier participant involved in the Project is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency;
3. Proposer certifies that if, later, it or its principals, including any of its first tier Subconsultants, become aware of any information contradicting the statements of subparagraphs (1)(a) through (d) above, it will promptly provide any necessary information to MAG;
4. If Proposer or any of its principals, including any of its first tier Subconsultants or lower tier participants, is unable to certify to the statements within paragraphs 1, 2, and 3 above, the Proposer shall indicate so on its Signature Page.
5. The Proposer further certifies that their firm is not currently debarred, suspended, or proposed for debarment or suspension by the State of Arizona, or any subdivision thereof.
6. Proposer agrees to notify MAG of any change in the status or facts certified above, should one occur, until such time as the Contract is actually executed by MAG, and thereafter during performance of the Contract.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Printed/Typed Name of Proposer

Corporate seal (if applicable)

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, in the County of \_\_\_\_\_,

State of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## APPENDIX E – TITLE VI AGREEMENT/CONTRACT REQUIREMENTS

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

The contractor shall comply with the following non-discrimination acts:

State Executive Order No. 99-4 Amending 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.

Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration or the Arizona Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration or Arizona Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, or Arizona Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or Arizona Department of Transportation, may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient, the Federal Highway Administration, or Arizona Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

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

## APPENDIX F – PROGRESS REPORT FORMAT SAMPLE

[Consultant Letterhead]

[Date]

[MAG Project Manager]

Maricopa Association of Governments  
302 North First Avenue, Suite 200  
Phoenix, Arizona 85003

Re: Progress Report No. [#] and Invoice for the Period of [Month] 20[Year]

[For Each Task, the CONSULTANT is to provide the percent of work completed to date, a narrative describing the work accomplished, data obtained, problems encountered, meetings held and reports and/or data produced. It is the responsibility of the CONSULTANT to document that the work accomplished for each task during the reporting period is commensurate with the amount of money billed for the task in the invoice].

[The narrative describing the work accomplished should be of sufficient detail to enable the Project manager to clearly understand the progress on the task during the reporting period. Wherever possible, the CONSULTANT should submit along with the progress report appropriate documentation of work accomplished, such as partial or complete draft technical reports or working papers, etc].

### TASK 1 - DATA COLLECTION

Percent of Work Completed: 100 percent.

Work Accomplished: A database in both hard copy and electronic format was developed and a methodology for keeping the database current was established.

Data Obtained: Information on the transportation facilities was secured for each of the facilities in the study area. The data included, but was not limited to: name, location, and current and historical traffic levels.

Meetings Held: The following meetings were held in connection with the data collection effort:

[Month, Day, Year], with the MAG project manager to review data collected for the facilities.

[Month, Day, Year], with the Advisory Committee to obtain input on the data collection process.

[Month, Day, Year], with MAG staff to review comments on preliminary database.

[Month, Day, Year], with the public and special interest groups to obtain input on the distribution of the database.

Reports or Data Produced: A database in electronic format was produced and provided to MAG staff on [Month, Day, Year].

### TASK 2 - INVENTORY

Percent of Work Completed: 100 percent.

Work Accomplished: A facilities inventory was completed, and the data obtained in Task 1 were compiled into a Draft Inventory Technical Report for distribution to the Advisory Committee.

Data Obtained: See Task 1.

Meetings Held: The following meetings were held:

[Month, Day, Year], met with MAG staff to finalize the outline for the Inventory Technical Report.

[Month, Day, Year], met with the MAG project manager to obtain suggestions on methods for comparing facility information.

Reports or Data Produced: A draft Inventory Technical Report was produced and distributed to members of the Advisory Committee for review and comment.

### **TASK 3 - FORECASTS**

Percent of Work Completed: 100 percent.

Work Accomplished: Forecasts of travel demand on inventoried facilities were prepared for 2000, 2010 and 2020. The forecasts were consistent with County control totals reviewed by the Advisory Committee last month. The forecasts included a breakdown by facility type.

Data Obtained: See Task 1.

Meetings Held: The following meetings were held:

[Month, Day, Year], met with MAG staff to discuss comments on preliminary forecast results.

Reports or Data Produced: A draft forecasts report was produced and distributed to members of the Advisory Committee for review and comment.

### **TASK 4 - DEMAND/CAPACITY ANALYSIS AND FACILITY REQUIREMENTS**

Percent of Work Completed: 60 percent.

Work Accomplished: An hourly capacity was computed for each of the inventoried facilities using the federal guidance provided by MAG staff.

Data Obtained: See Task 1.

Meetings Held: The following meeting was held:

A meeting was held on [Month, Day, Year] to discuss the differences between the capacity calculations for this study versus previous studies.

Reports or Data Produced: None. However, a draft set of capacity estimates is enclosed documenting the assumptions and data input used to prepare the estimates.

### **TASK 5 - ALTERNATIVES**

Percent of Work Completed: 25 percent.

Work Accomplished: Other regional plans were examined to determine the type of alternatives that were used to meet future demand.

Data Obtained: Regional plans from San Diego, Los Angeles, Denver, Seattle Tucson and Chicago were collected.

Meetings Held: The following meeting was held:

A meeting was held on [Month, Day, Year] to discuss the differences between the capacity calculations for this study versus previous studies.

Reports or Data Produced: None.

#### **TASK 6 - EVALUATION OF ALTERNATIVES**

Work on this task has not begun.

#### **TASK 7 - RECOMMENDATIONS**

Work on this task has not begun.

#### **TASK 8 - IMPLEMENTATION**

Work on this task has not begun.

#### Problems Encountered

Some of the capacity calculations prepared for the study were different from the capacity calculations used in previous studies. These differences were discussed and resolved at a meeting held with MAG staff on [Month, Day, Year].

#### Invoice:

The enclosed invoice is for the third progress payment of \$[Enter Dollar Amount]. The total amount billed to date is \$[Enter Dollar Amount].

Sincerely,

[Project Manager Name]

[Project Manager Title]

Enclosure

## APPENDIX G – TITLE 49 - TRANSPORTATION

### Subtitle A – Office of the Secretary of Transportation

#### PART 26 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

[Code of Federal Regulations]; [Title 49, Volume 1]; [Revised as of October 1, 2008]  
From the U.S. Government Printing Office via GPO Access; [CITE: 49CFR26.55]; [Page 300-302]

#### Subpart C Goals, Good Faith Efforts, and Counting

##### §26.55 - How is DBE participation counted toward goals?

- (a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.
  - (1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
  - (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
  - (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you shall evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
  - (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such and extra participant, you shall examine similar transactions, particularly those in which DBEs do not participate.
  - (3) If a DBE does not perform or exercise responsibility for **at least 30 percent** of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially

useful function.

- (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- (5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.
- (d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
  - (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it shall obtain written consent from the appropriate Department Operating Administration.

Example to this paragraph (d)(5): DBE Firm X uses two (2) of its own trucks on a contract. It leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four (4) of the six (6) trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight (8) trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

- (6) For purposes of this paragraph (d), a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.
- (e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
  - (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.  
(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - (2) (i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.  
(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

public in the usual course of business.

- (A) To be a regular dealer, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
  - (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).
- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in Sec. 26.87(i).
  - (g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.
  - (h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35554, June 16, 2003]

## APPENDIX H – GUIDANCE CONCERNING GOOD FAITH EFFORTS

### (APPENDIX A TO 49 CFR PART 26)

NOTE: In the following section of the Federal requirements the “you” means the agency (ADOT).

- I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make

a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Note: Contacting the Business Engagement and Compliance Office for assistance in identifying certified DBEs that can perform work on a contract or task order is also considered a strong factor in making good faith efforts.