

**REQUEST FOR QUALIFICATIONS
ON-CALL CONSULTING SERVICES
FOR
FY 2017 ECONOMIC, GEOSPATIAL DATA AND SERVICE SUPPORT**



May 22, 2017

TABLE OF CONTENTS

PUBLIC NOTICE.....	i
SCOPE OF SERVICES.....	1
STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS AND CONTENT.....	6
PROPOSER’S CHECKLIST.....	9
STATEMENT OF QUALIFICATIONS (SOQ) DELIVERY AND OPENING.....	10
PHASE 1 – SOQ EVALUATION AND SELECTION PROCESS.....	11
PHASE 2 – QUALIFICATIONS MATRIX AND CONTRACT.....	13
PHASE 3 – PROJECT INITATION.....	14
ADMINISTRATIVE REQUIREMENTS.....	17
APPENDIX A - ARIZONA ADMINISTRATIVE CODE R4-30-301.....	24
APPENDIX B - PROPOSER’S INFORMATION FORM.....	27
APPENDIX C - DEBARMENT/SUSPENSION CERTIFICATION.....	28
APPENDIX D - TITLE VI AGREEMENT/CONTRACT REQUIREMENTS.....	30
APPENDIX E - PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES.....	32

PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS
ON-CALL CONSULTING SERVICES
FOR
FY 2017 ECONOMIC, GEOSPATIAL DATA AND SERVICE SUPPORT

The Maricopa Association of Governments (MAG) is seeking a Statement of Qualifications (SOQ) from qualified consultants capable of providing professional services in the area of Economic, Geospatial Data and Service Support to form an On-Call list of consultants to provide services to MAG.

Detailed SOQ 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 jhoward@azmag.gov not later than ten (10) working days prior to the closing date of June 20, 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 June 20, 2017.

SOQs will be accepted until 12:00 Noon MST (Mountain Standard Time) MST on June 20, 2017, at MAG, 302 North First Avenue, Suite 200, Phoenix, AZ 85003.

SCOPE OF SERVICES

Introduction

The purpose of this Request for Qualifications (RFQ) is to solicit Statement of Qualifications (SOQ) from consultants to participate in forming an On-Call list to provide the Maricopa Association of Governments (MAG) with specialized services in the area of Economic, Geospatial Data and Service Support. The duration of the On-Call list will be thirty six (36) months from the date of contract execution with selected consultants.

The initial budget of \$100,000 for the FY 2017 Economic, Geospatial Data and Service Support for MAG On-Call Consultant projects is included as funding in the MAG current FY Unified Planning Work Program and Annual Budget. The total amount available under each Task Order issued to qualified; approved consultant under this RFQ will vary depending on the desired services.

Background

The Maricopa Association of Governments (MAG) is a Council of Governments (COG) that serves as the regional agency for the metropolitan Phoenix area. When MAG was formed in 1967, the elected officials recognized the need for long-range planning and policy development on a regional scale. They realized that many issues such as transportation and air quality affected residents beyond the borders of their individual jurisdictions.

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

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.

MAG's geographic information system is a core part of the organization's ability to analyze and report on the state of the region, and to affect positive change in the Valley. As with any organization with multiple missions, GIS serves a wide variety of purposes and clients both within MAG and outside of the agency. Some of those purposes include the following:

- Providing a clearinghouse of region-wide geospatial data for use by MAG staff and MAG member agencies. Many of these data are collected from the MAG member agencies, while others are compiled from other resources. Data collected from member agencies includes, but is not limited to, general plans and amendments, development plans, and residential completions. Data assembled or acquired from other sources include existing land use, future land use, municipal planning areas (MPA), regional analysis zones (RAZ), traffic analysis zones (TAZ), employer locations, and Census data. Other datasets, such as Assessor parcels, the road centerline network, and public land ownership, are collected from sources outside MAG. The majority of these datasets are placed in MAG's enterprise ArcSDE repository, making them accessible to GIS users throughout MAG.
- Providing online mapping application development and support to MAG staff. MAG's GIS staff have developed multiple online interactive map viewers using the ArcGIS Server platform. The first viewers deployed host demographic and employment data for the MAG Region and provide the user with simple reporting capabilities. Additional maps are planned to meet the needs of Information Services and other divisions of MAG. The interactive map viewers can be viewed at <http://ims.azmag.gov>.

- Providing GIS services, support, and training to MAG staff. In addition to providing a large body of geospatial data to the MAG staff, the GIS Program at MAG provides technical support and training to those who request it. The GIS staff at MAG have extensive experience with the ESRI suite of products and are routinely called upon to offer assistance on a variety of projects.
- Providing GIS support to MAG member agencies. MAG's GIS staff also provide GIS support to the MAG member agencies as requested or in cases where a large joint project among MAG and the member agencies demands substantial allocation of MAG staff time. One such example was the GIS support provided to the Town of Gila Bend. Maps and displays for stakeholder outreach meetings were provided by MAG and maps used in the development of the general plan were provided by MAG.
- Providing GIS support to other clients through the MAG Information Center. In addition to supporting MAG staff and the member agencies, the Information Services Division has contracted with organizations such as Central Arizona Association of Governments, Central Arizona Project, CEMEX, and Boys and Girls Club of Arizona to provide GIS analyses and other data-related services.
- Assisting in the preparation of sub-regional socioeconomic projections for the MAG region. Socioeconomic projections are prepared as inputs to the MAG transportation and air quality models, for the development of the MAG Long Range Transportation Plan, for the development of the five year Transportation Improvement Program, for the development of the Human Services Plan, for evaluating the need for 208 water quality permits, and by local member agencies as input to their planning and development activities, among many other uses. GIS is used to maintain the spatial component of the socioeconomic model inputs.

As part of the Project, the selected CONSULTANT(s) will be requested to develop data, applications, and procedures in support of socioeconomic modeling and other activities at MAG. In some cases, the selected consultant may be updating or validating data, applications, or procedures. In other cases, MAG may determine a need for developing new data, applications, or procedures. The methodology, data collection and update process, application creation and use, and ongoing maintenance activities should all be thoroughly documented. All deliverables and related information, including data and software, shall become the property of MAG.

Goals and Objectives

The overall goal of this Project is to provide research, data collection, analysis, and programming support for the development of geospatial data and tools in support of economic data development, geospatial data development, and geospatial application development activities at MAG. The Project objectives are the following:

- To provide technical assistance and analysis for the improvement of existing spatial and non-spatial datasets.
- To provide technical assistance for the development of models and desktop applications that can be used to enhance the process of editing GIS datasets maintained by Information Services.
- To provide technical assistance for the development of ArcGIS Server applications and components that can be used for the dissemination and analysis of GIS datasets maintained by MAG.

What is the Purpose of the On-Call Consultant List?

In order to expedite the delivery of consultant services, MAG will preselect an On-Call list of qualified consultants to participate in the FY 2017 Economic, Geospatial Data and Service Support for MAG On-Call program. The intent of this program is to enable MAG staff to augment existing resources by forming a pool of qualified consultants to provide specialized services that are required for executing tasks and projects in identified areas ("Task Orders"). It is anticipated that the selected consultants will utilize state-of-the-art engineering and planning tools in executing the Task Orders.

REQUIRED CONSULTING SERVICES AND ANTICIPATED PROJECTS

A. Area of Expertise: Geospatial Data Development, Automation, and Visualization

The CONSULTANT shall have knowledge and demonstrated experience in the following:

- Development of ArcGIS extensions and add-ons using Microsoft .NET languages, namely C # and VB.NET. Extensions and add-ons may be requested for the support of geospatial data visualization, maintenance, and analysis.
- Development of applications and components for ArcGIS Server products to support the visualization and analysis of geospatial data in a web-based environment. Of primary importance is experience working with the JavaScript API for ArcGIS Server. Support in developing viewers and specific components for visualization and analysis may be requested.
- Development of Python scripts to support geoprocessing and cartographic activities within ArcGIS and ArcGIS Server applications.
- Spatial database development, collection of geospatial data, and maintenance of geospatial data in various ESRI compatible formats, namely file geodatabases and versioned ArcSDE enterprise geodatabases.
- The use of Microsoft SQL Server, Microsoft Access, and Microsoft Excel.
- Data collection and database development, including the collection of planimetric data such as building footprints, sidewalks, and edge of pavement from existing orthoimagery or other sources.
- Understanding of quality control tools and processes.
- Development of 3D models for better visualizing analyses and scenarios.
- UX/UI design and assessment of user engagement with regard to visualization of complex problems or large datasets.
- Development of mobile apps for user data entry and visualization of datasets.

B. Area of Expertise: Economic Data Development, Automation, and Visualization

The CONSULTANT shall have knowledge and demonstrated experience in the following:

- Collection of information on socioeconomic topics at the national, state, regional, and local level.
- Analysis of information related to socioeconomic activities such as regional, community, and small area population; special populations, including seasonal residents, visitors, group quarters, ethnic and minority groups, age cohorts, and mobility and migration cohorts; and other demographic characteristics.
- Understanding of the conditions and changes in urban economics and employment including, but not limited to: industrial and occupational employment classifications, infill and redevelopment, residential and commercial real estate markets and conditions, national and international visitor patterns, changing work patterns and behaviors, metropolitan economic changes and development, and urban and neighborhood redevelopment.

- Development of applications or macros using Microsoft .NET languages, JavaScript, Python, or other languages for data collection, processing, analysis, and visualization.
- Development of visualizations of data using intelligence software, such as Tableau or Power BI.
- Primary data collection and database development.
- Understanding of quality control tools and processes.
- Development of 3D models for better visualizing analyses and scenarios.
- UX/UI design and assessment of user engagement with regard to visualization of complex problems or large datasets.
- Development of mobile apps for user data entry and visualization of datasets.
- Development of innovative data collection/aggregation methods using novel and potentially large data sources.
- Development of macro and sub-regional economic analytics.

Anticipated Projects:

The overall goal is to enhance the data collection and maintenance efforts of the GIS staff at MAG. The following list provides a sample of the types of Task Orders for which MAG may require assistance. The list is by no means mutually exclusive or all inclusive.

1. Development and population of building footprint and planimetric GIS databases in support of socioeconomic modeling and transportation planning. Currently building footprints exist over a large portion of the MAG Region. These data were collected in 2012 but have not been updated since that time. An update to the core set of building footprints from existent orthoimagery will allow MAG staff to better model employer locations, allocate square footage of built space, estimate infill development potential, and provide a basis for visualizing transportation improvement project impacts. This will include additional data development on existent footprints to determine basic information about each building (i.e. total square footage, number of floors, heights).
2. Assistance in the migration of existing ArcGIS Server applications to the JavaScript 4.x API. Presently MAG's JavaScript map viewers are using the ESRI JavaScript 3.19 API. In order to continue enhancing the map viewers with the most recent developments, it will be necessary to migrate the viewers to the latest JavaScript API. Based on current workloads, MAG staff anticipate needing assistance in the migration effort.
3. Creation of desktop applications for 3D visualization of the built environment using GIS databases. With the introduction of a 3D component in the latest releases of ArcGIS Server and ArcGIS Online, and with the collection of more data that is representative of the built environment in the MAG Region, it is desirable to provide visual analyses of transportation and development projects to MAG staff, member agencies, and stakeholders. Projects related to this could involve assistance in the development of 3D models, scenarios, and styling of 3D elements.
4. Creation of desktop applications for the maintenance and analysis of land use data using ArcGIS Desktop, including development of processes and work flows for data collection and maintenance. MAG currently uses a custom attribute editor for working with General Plan and Development data. This attribute editor has been in use for a number of years and has been successfully migrated to newer versions of ArcGIS. Besides the age of the attribute editor itself, the data exist in a somewhat complex data model and the attribute editor is not without its idiosyncrasies. Assistance in developing a simpler data model and a set of attribute editing and validation tools may be requested.
5. Development of applications or macros using Microsoft .NET languages, JavaScript, Python, or other languages for data collection, processing, analysis, and visualization. MAG staff typically work with data in SQL Server, Access, and Excel formats. Assistance may be requested in the

development of print and online visualizations using business intelligence software, such as Tableau or Power BI.

6. Enhancements to MAG's existing Employer Database, including the review and editing of existing employer data records, checking spatial consistency with other MAG databases, and improving the key industry sector classifications for the employer records. Key industry sectors include, but are not limited to, aerospace, healthcare, and manufacturing. For industry sector classifications, the current data rely heavily on the use of the North American Industry Classification System (NAICS). It is anticipated that MAG will need assistance in continuing to reclassify and identify employers that are in key industry sectors to make the data more meaningful to MAG staff and the MAG member agencies.
7. Assistance in the design of interactive tools for the exploration of large regional datasets. This would include working closely with MAG staff in UX/UI design, developing meaningful and useful queries against large datasets, and development of visualizations (2D and 3D) to allow users to interactively explore and derive meaning from those data. It is anticipated that this could encompass both spatial and non-spatial data, potentially covering the entire state of Arizona.

STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS AND CONTENT

It is required that the SOQ 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 SOQ. Brief and concise submittals are encouraged. The total number of pages must not exceed twenty (20), entirely on letter size (8.5 x 11 inches), excluding the résumés, 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 SOQ Due Date, and the Proposer's name.

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 and fax numbers of the principal contact.
 - d. Signature from a representative or officer authorized to bind the CONSULTANT.
2. **Table of Contents.**
3. **Organization and Approach.** A brief statement describing the CONSULTANT's organization and outlining its approach to completing the work required for the range of projects included in this solicitation. This statement should briefly illustrate the CONSULTANT's overall understanding of specific areas of expertise as well as the anticipated projects listed.
4. **Background of Firm.** Background information regarding CONSULTANT, including:
 - a. Number of employees (by type of professional expertise and managerial role in the company).
 - b. Length of time the CONSULTANT has been in business.
 - c. Number of affiliated offices (if applicable).
5. **Range of Services Offered.** Identification of the specific services that the CONSULTANT is qualified in and plans to provide to MAG. Related services may be offered in addition to those referenced above in the Section titled "REQUIRED CONSULTING SERVICES AND ANTICIPATED PROJECTS." The CONSULTANT does not have to submit a response to all the required areas of expertise and anticipated projects listed to be favorably considered. This information must be provided in a spreadsheet format, clearly identifying the firm's role and the role of Subconsultants and anticipation of DBE participation if applicable. Therefore, all SOQs should include sufficient personnel resources for carrying out all types of anticipated work in each area of expertise offered.
6. **Recent Examples and References.** 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.
7. **Individuals and Expertise.** A complete listing of all individuals to be included under each area of expertise, specifying their level of participation in each of the areas of expertise identified in item five (5). This information must be provided in a spreadsheet or tabular format with Subconsultants listed separately. Project managers on assignments that involve traffic engineering elements must be a currently registered engineer in Arizona.
8. **Résumés.** Résumés of each person listed in item seven (7) above, indicating education and experience relevant to the areas of expertise. Include abstracts of previously completed similar projects.
9. **Subconsultants.** The name, address, telephone number, and primary contact for Subconsultants included in the project (if any). For each Subconsultant, include résumés of the individuals to be assigned to the project and at least two (2) references which include:
 - a. Date of the project.
 - b. Name and address of client.
 - c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
 - d. Relevance to this SOQ.
 - e. Brief description of the project.
10. **Additional Information.** Any additional information that the Proposer believes would be useful to MAG in evaluating the Proposer's SOQ.

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

11. **Rules of Professional Conduct Certification Statement.** A signed statement, located on the last page of Appendix A, certifying that CONSULTANT will comply with, in all respects, the rules of professional conduct set forth in A.A.C. R4-30-301 (Appendix A), 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 B). 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 CONSULTANT will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The CONSULTANT 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 CONSULTANT 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 RFQ as Appendix C and must be submitted by CONSULTANT in

order for CONSULTANT to be considered responsible and their SOQ 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.
15. **Confidential Portions Identification.** In accordance with Arizona Administrative Code R2-7-103, CONSULTANT may designate as confidential portions of a SOQ. A summary index of any such designation must be included in the Table of Contents or cover letter in the SOQ documents. If MAG determines to disclose the information provided, MAG shall inform the CONSULTANT in writing of such determination prior to such disclosure.
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 an SOQ, please make sure all required information as specified in "Statement of Qualifications (SOQ) Requirements and Content" have been included.

1. 10 copies of the SOQ with a maximum of twenty (20) pages.
2. Cover letter signed by a party authorized to bind the entity submitting the SOQ.
3. Description of the Proposer's organization and approach to work required by the solicitation.
4. Range of services offered including recent examples with references for each area of expertise the Proposer is qualified in.
5. Complete list of all individuals to be included under each area of expertise with résumés.
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 June 20, 2017.
11. Bidders/Proposers List completed in AZ UTRACS.

STATEMENT OF QUALIFICATIONS (SOQ) DELIVERY AND OPENING

1. TEN (10) copies of the SOQ must be submitted by 12:00 Noon Mountain Standard Time (MST), June 20, 2017, to the following address:

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

Timely receipt of SOQs shall be determined by the date and time the SOQ 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. SOQs received after the deadline shall be stamped for time and date and returned unopened to the CONSULTANT.

All material submitted in response to this solicitation becomes the property of MAG and shall not be returned. After contract award, the SOQ shall be open for public inspection except to the extent that the withholding of information is permitted or required by law. If the CONSULTANT designates a portion of its SOQ 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 SOQ. Upon receipt of written notification, MAG will review any portions of the SOQ that the CONSULTANT considers to be confidential and will then make a determination on what should be released. MAG will also notify the CONSULTANT in writing of the determination and provide an opportunity for the CONSULTANT to respond to the decision prior to releasing the SOQ.

2. Any questions regarding this Request for Qualifications should be submitted in writing to Jason Howard, GIS Program Manager by email at jhoward@azmag.gov not later than ten (10) working days prior to the closing date of June 20, 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 June 20, 2017. Additional information regarding MAG activities, including Committee meeting schedules, may be found on the MAG Web site <http://www.azmag.gov>.

PHASE 1 – SOQ EVALUATION AND SELECTION PROCESS

1. **Evaluation Criteria.** All SOQs submitted will be evaluated by a group consisting of MAG staff and member agencies. Evaluation criteria include, but are not limited to, the following:
 - a. Demonstration of the overall understanding of the goals and objectives of this solicitation.
 - b. Clarity of SOQ, realistic approach, technical soundness, and enhancements to elements outlined in this RFQ.
 - c. Education and relevant experience of personnel in providing similar services. Only those personnel that will be assigned to work directly on each area should be cited.
 - d. Proven track record in the areas of expertise sought. 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. Ability and commitment to deliver required products and services, meet all deadlines for submitting associated work products, and ensure quality control.
 - g. Recognition of work priorities and flexibility to deal with change and contingencies.
 - h. Demonstrated DBE Compliance.
2. **References.** As part of its final selection, MAG reserves the right to contact a reasonable number of references from among those provided by the Proposer.
3. As provided by Arizona Administrative Code R2-7-101, discussions may be conducted with Proposers who submit SOQs determined likely to be selected for inclusion in the FY 2017 Economic, Geospatial Data and Service Support On-Call Consultant list. If discussions are conducted during Phase 2 pursuant to Arizona Administrative Code R2-7-101, MAG shall issue a written request for best and final offers. Award may be made without discussions; therefore, SOQs shall be submitted on complete and on most favorable terms. The selection of a Consultant will be based solely on qualifications and exclude consideration of price or fee. MAG will negotiate compensation with the CONSULTANT determined to be the most qualified; and, if a fair and reasonable compensation cannot be negotiated with CONSULTANT, MAG may initiate negotiations with the next most qualified consultant.
4. MAG reserves the right to:
 - a. Cancel this solicitation.
 - b. Reject any and all proposals and re-advertise.
 - c. Select the SOQ that will, in its judgment, best meet MAG's needs, despite any differences in estimated project costs between the CONSULTANT 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 inclusion of the selected Consultants in the FY 2017 Economic, Geospatial Data and Service Support On-Call Consultant list shall be made by the MAG Executive Director to the MAG Regional Council. The decision of the Regional Council is final.

PHASE 2 – QUALIFICATIONS MATRIX AND CONTRACT

1. **Format.** The format for Phase 2 response shall be provided to the selected On-Call Consultants.
2. **Qualifications Matrix.** A qualification matrix listing all personnel that will be made available for work performed under the On-Call Contract shall be provided by the CONSULTANTS. Information to be listed on the matrix includes the name of all personnel, staff classification or job title, years of experience, and any relevant qualifications or certifications.
3. **MAG Contract.** Selected On-Call Consultants shall enter into a MAG On-Call Contract to provide services in areas for which they have been qualified.
4. **Contract Term.** The terms of any resultant On-Call Contract(s) for MAG shall commence on the contract enter date and may continue up to three (3) years, unless terminated, cancelled, or extended as otherwise provided herein.
5. **Contract Extension.** MAG reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods as approved by MAG.
6. **Insurance.** MAG requires that the CONSULTANT and, if applicable, Subconsultants, to maintain insurance coverages appropriate to any executed contracts. Insurance required by MAG must be met following award of a contract, and prior to CONSULTANT and, if applicable, Subconsultants, beginning work on a task order.

PHASE 3 – PROJECT INITIATION

1. **Request for Technical and Pricing Proposal.** To initiate a project under this contract, MAG will provide a brief scope of services for the Task Order and request a technical and pricing proposal, based on the rate and personnel schedules described above, to be submitted to MAG within two (2) weeks of receipt by selected On-Call Consultant. The CONSULTANT's proposal shall include the project scope of services, required schedule, a list of deliverables, and pricing. MAG reserves the right to select and request proposals from more than one Consultant on the qualified On-Call list to respond to any specific Task Order. For all projects that are estimated to exceed \$100,000 in total cost, a minimum of three (3) qualified Consultants shall be invited to submit proposals. (See Consultant SELECTION FROM MULTIPLE CONTRACTS section below.)
2. **Response.** Responses to a Task Order shall be in writing and submitted to MAG Project Manager. Pricing submitted shall include listing of proposed staff, staff position description (i.e., Project Manager, Systems Integrator), hourly rate according to the rate schedule for the period to be covered by the project in question, estimated number of hours, and anticipated travel expenses. Items shall be totaled and the total shall be a NOT TO EXCEED amount. MAG will finalize the scope of services and project pricing in consultation with the CONSULTANT and other stakeholder agencies with direct involvement in the project.
3. **Task Order Agreement.** Upon finalization of the scope of services, cost, and project schedule, a Task Order agreement shall be executed. The CONSULTANT shall commence work upon an approval notice from the Project Manager.
4. **Task Order Duration.** Duration of services for projects to be completed under this contract may vary from a few weeks to several months and will be dependent on the scope of services of each project. The schedule and duration will be as specified in the executed Task Order for each project. The CONSULTANT shall submit any changes to the project schedule in a format specified by MAG
5. **DBE Participation.** The CONSULTANT shall comply with the Department's (ADOT) Disadvantaged Business Enterprise (DBE) program on a Task-Order-by-Task-Order basis if a DBE goal has been established on this contract. If 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. 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 RFQ for information on DBE reporting requirements. Accurate reporting is needed to track DBE participation.

VENDOR INFORMATION

Prior to issuance of a Task Order and subsequent payment, the selected On-Call Consultant shall have a completed Federal Form W-9 and Proof of Insurance on file with MAG. No payments shall be made until the forms are on file.

PERFORMANCE STANDARDS

MAG relies upon the provision of services in accordance with the contract; therefore, the CONSULTANT shall agree that time is of the essence, and that contractual commitments shall be met.

The CONSULTANT agrees that CONSULTANT's employees shall not divulge or release data or information developed obtained in connection with the performance of the resulting contract, unless made public by MAG.

CONSULTANT SELECTION FROM MULTIPLE CONTRACTS

MAG makes no guarantee as to the amount of work to be assigned to any Consultant and may exercise its option not to utilize the services requested herein. MAG is under no financial obligation to any selected Consultant unless MAG issues a Task Order for a specific requirement.

Experience of the CONSULTANT, qualifications, education, and experience of the staff will be the criteria used to make a determination as to which Consultants will be contacted for consideration to perform required services. Each Consultant contacted will have the opportunity to indicate their availability and prepare a staffing plan and detailed approach for the desired work assignment. If substitution of staff is required after commencement of assignment, replacement must possess comparable qualifications and must receive prior written approval from MAG.

MAG will select the CONSULTANT(s) which best addresses MAG requirements. MAG will attempt to reach an agreement with the most qualified Consultant in MAG's opinion. If MAG cannot reach an agreement with the selected CONSULTANT, MAG may choose to select another Consultant from the On-Call pool or rebid the required services.

Projects that exceed \$100,000 in estimated total cost:

The consultant selection process for all projects that are estimated to exceed \$100,000 in total cost will include detailed technical proposals from at least three (3) qualified consultants listed on the FY 2017 Economic, Geospatial Data and Service Support On-Call Consultant list. MAG reserves the right to interview one (1) or more of the responding Consultants prior to a final decision on the award of a Task Order. For such projects, Consultants invited to respond will be provided a reasonable period of time, to be determined by MAG, to prepare and submit proposals. If interviews are held, at least two (2) weeks' notice will be provided.

CHANGES IN SERVICES

Significant changes in the scope, character, or complexity of the services shall not be negotiated under this contract. Changes in services may result in the contract being canceled and rebid. Should this be required, all Consultants will be notified in writing within 30 (thirty) days prior to cancellation.

PROJECT ADMINISTRATION AND PROJECT MANAGEMENT

The MAG Project Manager is Jason Howard, GIS Program Manager, for the FY 2017 Economic, Geospatial Data and Service Support On-Call, who will provide general direction as necessary and who will be responsible for decisions pertaining to work under the contract.

PAYMENT

The CONSULTANT will be paid based on the negotiated scope of services, budget, schedule, and fee.

Progress reports and invoices shall be submitted according to intervals specified in the final Consultant contract or Task Order for reimbursement of costs incurred in conformance with the project budget. The progress reports shall document services by each work task, the hours worked, the hourly rate of each person, and other direct expenses. All costs incurred in preparing invoices shall be included in the general and administrative expenses or the overhead. MAG will provide to the CONSULTANT the format to be used for invoices and progress reports.

MAG shall retain ten percent (10%) of the amount billed until satisfactory completion of the project. Final payment shall be made as soon as possible after the date of acceptance.

INVOICING REQUIREMENTS

All invoices shall be prepared using the Excel invoice template provided by MAG. Invoices shall be submitted electronically to:

AccountsPayable@azmag.gov

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

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

All invoices submitted must be signed.

ADMINISTRATIVE REQUIREMENTS

1. The CONSULTANT agrees and understands that the FY 2017 Economic, Geospatial Data and Service Support On-Call Contract shall not be construed as an exclusive arrangement and further agrees that MAG may secure similar services with other contracted sources at any time in conjunction with, or in replacement of, the proposed services.
2. The basis for payment to the CONSULTANT for services rendered shall be based on the negotiated scope of services, budget, approved rate schedule for the prime Consultant and/or any Subconsultants, and fee.
3. An audit examination of the CONSULTANT's records may be required.
4. 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.
5. Each Consultant selected must 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, the following:
 - a. Accepting an assignment where duty to the client would conflict with the CONSULTANT's personal interest or the interest of another client.
 - b. Performing work for a client or having an interest which conflicts with this contract.
 - c. Employing personnel who worked for 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.

6. The Consultants selected shall 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.
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 monthly progress payments;
 - ii. Assessing sanctions;
 - iii. Liquidated damages;
 - iv. Disqualifying the consultant from submitting SOQs, or any other forms of proposals, as non-responsible;
 - v. 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

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Consultants are still encouraged to employ reasonable means to obtain DBE participation. Consultants must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

The contract terms, conditions and special provisions associated with the administration of the ADOT DBE Program related to this contract is documented in APPENDIX E of this contract.

10. Prompt Pay And Payment Reporting Provisions

MEASUREMENTS AND PAYMENT:

Partial Payments:

If satisfactory progress is being made, the contractor will receive a payment based on the amount of work completed. Progress payments may be made by the LPA/ Subrecipient Procurement Office to the contractor on the basis of an approved estimate of the work performed during a preceding period of time. The progress payments shall be paid on or before 14 days after the estimate of the work is approved. The estimate of the work shall be deemed received by the LPA/Subrecipient Procurement Office on submission to the person designated by the LPA/Subrecipient Procurement Office for the submission, review or approval of the estimate of the work. The LPA/Subrecipient Procurement Office by mutual agreement may make progress payments on contracts of less than 90 days and shall make monthly progress payments on all other contracts. Payment to the contractor on the basis of a duly certified and approved estimate of the

work performed during the preceding calendar month under the contract may include payment for material and equipment.

An estimate of the work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the LPA/Subrecipient Procurement Office or Designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the contract. The contractor shall work with the LPA/Subrecipient or the LPA/Subrecipient Designee to finalize monthly estimate. The progress payments shall be paid on or before 14 days after the estimate of the work is certified and approved in accordance with Arizona Revised Statutes Section 34-221.

The contractor shall pay to the contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment the respective amounts allowed the contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest, except that no contract for construction services may materially alter the rights of any contractor, subcontractor or material supplier to receive prompt and timely payment.

A subcontractor may notify the LPA/Subrecipient Procurement Office in writing requesting that the subcontractor be notified by the Subrecipient Procurement Office in writing within five days from payment of each progress payment made to the contractor.

Subcontractor Payments:

(1) Retention:

If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the LPA/Subrecipient may retain under the prime contract.

(2) No Set-offs Arising from Other Contracts:

If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

(3) Partial Payment:

The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the LPA/Subrecipient Procurement Office. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(4) Final Payment:

The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(5) Payment Reporting:

For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any tier with a DBE material supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the LPA DBE System which can be accessed at AZ UTRACS on the Arizona Transportation Business Portal at www.azutracs.com. No later than fifteen calendar days after the preconstruction conference, the contractor shall log into the system and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter the subcontractor information in the LPA DBE System. Reportable contracts information shall be entered into the system no later than five calendar days after approval by the LPA/Subrecipient Procurement Office.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the last day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the LPA DBE System.

In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract within 15 days of receipt of electronic payment notification and the contractor shall actively monitor the system to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the system between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract payment activity is in the LPA DBE System. This includes all lower-tier Reportable Contracts.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the system.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the LPA/Subrecipient Procurement Office will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(6) Completion of Work:

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the LPA/Subrecipient Procurement Office.

(7) Disputes:

If there is a discrepancy between what is reported by the contractor in the LPA DBE System and what the subcontractor indicates, an alert email will automatically be sent to the contractor. The email will be sent to the email address provided by the contractor in the LPA DBE System. It is the contractor's responsibility to ensure that the email address in the system is kept current.

The contractor shall provide a verifiable explanation of the discrepancy in the LPA DBE System as early as practicable but in no case later than seven days after the date of the alert email.

The LPA/Subrecipient will determine whether the contractor has acted in good faith concerning any such explanations. The LPA/Subrecipient and ADOT BECO reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether prompt payment requirements are met.

The contractor shall implement and use the dispute resolution process outlined in the subcontract or by following the LPA/Subrecipient escalation process, to resolve payment disputes.

(8) Non-compliance:

Failure to make prompt partial payment, or prompt final payment including any retention, within the time frames established above, will result in remedies, as the LPA/Subrecipient Procurement Office deems appropriate, which may include but are not limited to:

- (a) Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.
 - (i) The LPA/Subrecipient Procurement Office will withhold two times the disputed dollar amount not paid to each subcontractor.
 - (ii) If full payment is made within 30 days of the LPA Subrecipient Procurement Office's payment to the contractor, the amount withheld by the LPA/Subrecipient Procurement Office will be released.
 - (iii) If full payment is made after 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the LPA/Subrecipient Procurement Office will release 75 percent of the funds withheld. The LPA/Subrecipient Procurement Office will retain 25 percent of the monies withheld as liquidated damages.
- (b) Additional Remedies. If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more projects within 24 months, the LPA/Subrecipient Procurement Office may, in addition, invoke the following remedies:
 - (iv) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors, subject to the liquidated damages described in paragraph (a) above,
 - (v) Terminate the contract for default,
 - (vi) Disqualify the contractor from future bidding, temporarily or permanently, depending on the number and severity of violations, if applicable.

In determining whether liquidated damages will be assessed, the extent of the liquidated damages, or additional remedies assessed, the LPA/Subrecipient will consider whether there have been other violations on this or other federal-aid contracts, whether the failure to make prompt payment was due to circumstances beyond the contractor's control, and other circumstances. The contractor may, within 15 calendar days of receipt of the decision of the LPA/Subrecipient, escalate the decision according to the contract's escalation process.

APPENDIX A - 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 B - 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 C - 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 D - 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 E - PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) 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. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined in Subsection 3.0, in USDOT-assisted contracts. The Department encourages consultants to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

Local Public Agencies (LPA) and or Subrecipients of Federal financial assistance have adopted ADOT's DBE Program Plan, adhere to the Department's DBE policy and will administer and manage the On-Call contracts from procurement advertising, consultant selection, negotiation, task order execution, processing payment reports and task order modifications, audits, DBE compliance (e.g., reporting and monitoring) through contract closeout.

2.0 Assurances of Non-Discrimination:

The consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. 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 or such other remedy as the LPA/Subrecipient with the Department's concurrence deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages;
4. Disqualifying the consultant from submitting SOQs, or any other forms of proposals, as non-responsible;
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The LPA/Subrecipient will obtain the Department's concurrence prior to proceeding with a remedy in the event of a material breach of contract.

The consultant, subrecipient, or subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

- (1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious: a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

- (1) Operates as a for-profit business registered to do business in Arizona;
- (2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;
- (3) Is independently owned and operated;
- (4) Is not dominant in its field on a national basis; and
- (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

- (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;
- (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) "Women;"
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction program. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation
Business Engagement and Compliance Office
1801 W. Jefferson St, Suite 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: ContractorCompliance@azdot.gov
Website: www.azdot.gov/bec

4.01 Mentor- Protégé Program:

The Department has established a Mentor-Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages consultants and certified DBE subconsultants to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance

regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities and is not intended to diminish nor circumvent existing DBE rules or regulations.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the consultant uses a percentage of DBEs, as defined herein, to meet the 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. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

The DBE provisions are applicable to all consultants including DBE consultants.

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

- (1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise."
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
- (3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
- (4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <http://www.azutracs.com>.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at <http://www.azutracs.com>. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract.

Being certified simply means that a firm has met the criteria for DBE certification as outlined in 49 CFR Part 26. The consultant bears all risks of ensuring that DBE firms selected by the consultant are able to perform the work.

6.02 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT and the LPA/Subrecipient strongly encourages consultants to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The consultant may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward the DBE contract goal.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The consultant bears all risks of ensuring that SBC firms selected by the consultant are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime consultants to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward the DBE contract goal.

The Department encourages prime consultants to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, Federal or State holiday. In circumstances where the LPA/Subrecipient's offices are closed for all or part of the last day, the period extends to the next day on which the LPA/Subrecipient's offices are open.

10.0 Consultant and Subconsultant Requirements:

10.01 General:

The consultant shall establish a DBE program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers are prohibited.

10.02 DBE Liaison:

The consultant shall designate a DBE Liaison responsible for the administration of the consultant's DBE program. The name of the designated DBE Liaison shall be included on the DBE Intended Participation Affidavit Summary.

11.0 DBE Goal:

The Department has not established contract goals for DBE participation in this contract.

Consultants are still encouraged to employ reasonable means to obtain DBE participation. Consultants must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all consultants and subconsultants who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at <http://www.azutracs.com/> a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime consultants and all subconsultants, including DBEs listed in the SOQ must be registered in AZ UTRACS. Proposers may verify that their firm and each subconsultant is registered using the AZ UTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting the LPA/Subrecipient.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subconsultants, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Cost Proposal submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the SOQ.

FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST CONFIRMATION EMAIL WITH THE COST PROPOSAL BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED AND AS OUTLINED IN THE RFQ SHALL BE CAUSE FOR THE PROPOSER'S SOQ TO BE REJECTED.

13.0 Payment Reporting:

The consultant shall report on a monthly basis indicating the amounts paid to all subconsultants, of all tiers, working on the project. Reporting shall be in accordance with the contract specifications.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation the DBE firms must be certified at the time of Task Order Cost Proposal submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at <http://www.naics.com/search/>.

Credit towards the consultant's DBE participation is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract/Task Order and equipment leased by the DBE will be credited toward DBE participation on that Task Order. Supplies and equipment the DBE subconsultant purchases or leases from the Prime Consultant or its affiliate will not be credited toward DBE participation.

The consultant bears the responsibility to determine whether the DBE possesses the proper consultant's license(s) to perform the work and, if DBE credit is requested, that the DBE subconsultant is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The consultant bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a Prime Consultant, subconsultant, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties for the Task Order.

DBE credit may be obtained only for specific work done for the Task Order, supply of equipment specifically of physical work on the Task Order, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The consultant may credit second-tier subcontracts issued to DBEs by non-DBE subconsultants for the Task Order. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A Consultant may credit the entire amount of that portion of a contract/Task Order that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime consultant or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE subconsultant is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a

non-DBE firm does not count toward DBE participation.

A Consultant may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 Effect of Loss of DBE Eligibility:

For On-Call Task Order contracts/procurements, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not count toward DBE participation on any new contract/Task Order, but may count if a subcontract or contract modification for the work to be completed on the Task Order was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task order means, any subcontract or agreement for the task order, which includes a specific LPA/Subrecipient Project Number, defined scope, duration and budget for the work to be completed under the Task Order that is duly signed by the contractor/consultant and subcontractor/subconsultant.

When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Order before ADOT notified the firm of its ineligibility, the DBE's work on the Task Order may continue to be credited toward the DBE participation for the firm's work.

14.03 Notifying the Consultant of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subconsultant or supplier that is either decertified or certified during the term of the contract to immediately notify the consultant and all parties to the DBE contract in writing, with the date of decertification or certification. The consultant shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.04 Police Officers:

DBE credit will not be permitted for procuring DPS officers. For projects on which officers from other agencies are supplied, DBE credit will be given only for the broker fees charged, and will not include amounts paid to the officers. The broker fees must be reasonable.

14.05 Commercially Useful Function:

A prime consultant can credit expenditures to a DBE subconsultant toward DBE participation only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the LPA/Subrecipient will 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.

A DBE will not be considered to 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 an extra participant, the LPA/Subrecipient will examine similar transactions, particularly those in which DBEs do not participate.

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 if 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, the LPA/Subrecipient will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The LPA/Subrecipient will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The LPA/Subrecipient will notify the consultant, in writing, if it determines that the consultant's DBE subconsultant is not performing a CUF. The consultant will be notified within seven calendar days of the LPA/Subrecipient's decision.

Decisions on CUF may be appealed to the ADOT BECO. The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the ADOT BECO. The appeal must be received by ADOT BECO no later than seven calendar days after the LPA/Subrecipient decision. LPA/Subrecipient's decision remains in place unless and until BECO reverses or modifies LPA/Subrecipient's decision. ADOT BECO will promptly consider any appeals under this subsection and notify the consultant of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The LPA/Subrecipient may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The consultant shall cooperate during the site visits and the LPA/Subrecipient's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subconsultant Compliance Assurances available from LPA/Subrecipient and all of the Uniform Terms and Conditions set forth in other sections of this contract.

Consultants executing agreements with subconsultants, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the LPA/Subrecipient and ADOT deemed appropriate as outlined in DBE Subsection 2.0.

The LPA/Subrecipient reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The consultant shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Consultant shall provide electronic copies of subcontract agreements with all

Subconsultants by uploading them within 15 calendar days of an executed contract to the LPA DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in Section 3.0 and 4.0 of the Contract. Each agreement and required attachment shall be dated and signed by the Subconsultant in order for the subcontract to be considered valid.

16.0 Contract Performance:

The LPA/Subrecipient will visit the consultant's office to conduct reviews to ensure compliance with CUF and other DBE requirements. The reviews may include, among other activities, interview of DBEs and their employees and the consultant and its employees. The consultant shall cooperate in the review and make its employees available. The consultant shall inform the LPA/Subrecipient in advance when each DBE will be working on the project to help facilitate reviews.

The LPA/Subrecipient reserves the right to request and inspect all records of the consultant and all records of the DBEs and non-DBE subconsultants concerning this contract. The consultant must make available a copy of all documents related to all contracts to LPA/Subrecipient upon request.

17.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The consultant shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the consultant and the relevant DBE, and submitted to LPA/Subrecipient no later than 30 days after the DBE completes its work.

LPA/Subrecipient will use this certification and other information available to determine applicable DBE participation to date by the Consultant and the extent to which the DBE firms were fully paid for that work. By the act of filing the forms, the consultant acknowledges that the information is supplied in order to justify the payment of state and federal funds to the consultant.

The consultant will not be released from the obligations of the contract until the Certification of Final DBE Payments forms are received and deemed acceptable by the LPA/Subrecipient.

18.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the LPA/Subrecipient will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.