

# **REQUEST FOR PROPOSALS**

## **MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) 2014 Regional Multi-Modal Level of Service Map**

**October 17, 2014**



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**PUBLIC NOTICE**

**REQUEST FOR PROPOSALS**

**2014 REGIONAL MULTI-MODAL LEVEL OF SERVICE MAP**

The Maricopa Association of Governments (MAG) is requesting proposals from qualified consultants for the 2014 Regional Multi-Modal Level of Service Map. The project will be completed in a maximum of nine months from the date of the notice to proceed at a cost not to exceed \$125,000.

Detailed proposal requirements may be obtained by contacting the MAG Office at the address indicated below or may be downloaded from [www.azmag.gov](http://www.azmag.gov), under "RFPs and RFQs."

Proposals will be accepted until 12:00 Noon MST (Mountain Standard Time) on November 17, 2014, at MAG, 302 North First Avenue, Suite 200, Phoenix, AZ 85003. MAG's business hours are 8:00 AM to 5:00 PM, MST, Monday through Friday.

## **SCOPE OF SERVICES**

### **Introduction**

The Maricopa Association of Governments (MAG) is requesting proposals from qualified consultants for the 2014 Regional Multi-Modal Level of Service (MMLOS) Map study. The study will provide the MMLOS of pilot corridors and/or neighborhoods in the MAG region and demonstrate how the urban corridors in the pilot locations serve the needs of all users of the urban street. The consultant team will lead the effort in educating and training MAG member agency staff through two workshops. The final product will include recommendations that would improve connectivity for multi-modal users and the effect of the improvements on all LOS types.

### **DBE Goal/Commitment and Documentation**

A DBE goal of 9.54% has been established on this contract. The Proposer is encouraged to obtain DBE participation above and beyond the goal on this project.

All Proposers are required to submit with their proposal DBE Consultant and DBE Subconsultant Affidavits **OR** a Good Faith Effort Certificate (Appendix H & I or J).

### **Background**

MAG is the designated Metropolitan Planning Organization (MPO) for transportation planning for the metropolitan Phoenix area. MAG is also the designated Air Quality Planning Agency for the region. The MAG membership consists of the 27 incorporated cities and towns within Maricopa County and portions of Pinal County and their contiguous urbanized areas, the Gila River Indian Community, the Salt River Pima-Maricopa Indian Community, Fort McDowell Yavapai Nation, Maricopa County, the Arizona Department of Transportation (ADOT), and the Citizens Transportation Oversight Committee (CTOC). ADOT and CTOC serve as ex-officio members for transportation-related issues.

### **Proposed Tasks**

The Proposer is encouraged to be creative in developing a sound analytical approach which achieves the goals for this project. The Proposer is urged to be as specific as possible when describing the activities that will be performed to support each task. The Proposer is also urged to make maximum use of matrices, tables and drawings in working papers produced for the project to ensure conciseness and clarity and to minimize the amount of text required. In preparing a proposal for consideration by MAG, the Proposer will not be required to adhere strictly to the proposed tasks specified below. Additional tasks may be warranted.

**Task 1**                      **Finalize Scope and Schedule**

The Consultant team will schedule a project Kickoff meeting with the MAG project manager to finalize the scope, project management plan, and schedule for the project. Throughout the course of this project, inquiry and discussion may result in some revisions to the Scope of Services and Project Schedule. As necessary, the Consultant will refine the Scope of Services based upon professional experience and input from MAG. This work will be performed under the general direction of the MAG project manager.

Specific tasks for finalizing the detailed Scope of Services will include the following:

- a. Prepare a project schedule for the study process and project deliverables.
- b. Assess and refine the goal and objectives of the study and identify work tasks necessary to achieve them.

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- c. Prepare a detailed explanation of work tasks and workflow relationships and a staff resource plan.
- d. Prepare a project management plan that includes appropriate quality assurance measures.

Deliverables: Kickoff meeting, final scope, project management plan, and schedule. Revisions as necessary throughout project lifecycle. Meeting materials, including minutes, handouts, PowerPoint and graphics as necessary.

### Task 2 Identify Potential Neighborhoods/Corridors for Analysis

MAG will conduct a meeting to provide preliminary locations and data for analysis including employment statistics, residential density, and travel patterns. The Consultant team will provide input to MAG project manager on how to identify areas, neighborhoods or corridors where improvement of the Multi-Modal infrastructure may lead to one of the following goals:

- a. Increase mode share of bicycling and pedestrians (i.e. short trips).
- b. Improve safety in areas with high existing or latent demand.
- c. Create economic development or neighborhood revitalization.

Deliverables: Support Technical Advisory Group meeting #1, review and provide input on identified neighborhoods and corridors, as necessary. Summary notes of the Technical Advisory Group meeting #1 will be provided within 7 working days. Meeting materials, including minutes, handouts, PowerPoint and graphics as necessary.

### Task 3 Regional Workshop #1: MMLOS Introduction and Identification of Study Areas

The Consultant team will conduct a regional workshop to discuss examples of livable neighborhoods and the demographic shift to urban living. The workshop will assist agencies identifying neighborhoods or corridors that have the potential to achieve one of the goals as identified in Task 2 and how MMLOS can be utilized as a planning, policy and design Toolkit. This will be a full day exercise including breakfast and lunch that will be open to all MAG member agency's staff. At the conclusion of the workshop, the Consultant team will have the study area boundaries identified. General activities under this task include a review and summary of the following elements as well as any additional items deemed valuable by the consultant:

- a. The Consultant team will provide examples of the successful implementation of the three goals identified in Task 2 in peer cities.
- b. The Consultant team will introduce the MMLOS concept to the workshop participants. This will include methodology, input and output variables, and case studies. The workshop will demonstrate how the MMLOS Toolkit can be utilized as a planning and policy toolkit.
- c. The Consultant team will lead an exercise to help agency participants finalize the neighborhood boundaries or corridors that would benefit from Multi-Modal infrastructure improvements. The locations will be located within the Cities of Tempe, Mesa, Avondale, Phoenix, Scottsdale, Glendale, Surprise and Towns of Gilbert and Queen Creek. Final agency participation may change.

Deliverables: Regional Workshop #1, Workshop materials, including minutes, handouts, PowerPoint, meeting materials and breakfast and lunch. Working Paper #1: MMLOS Introduction and Identification of Study Areas.

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### Task 4 MMLOS Analysis

The Consultant team will conduct the MMLOS analysis within the study boundaries identified in Tasks 3 and 4. General activities under this task include a review and summary of the following elements as well as any additional items deemed valuable by the consultant:

- a. Produce an MMLOS Toolkit in a format that is accessible to MAG member agencies for future use. The Toolkit will be consistent with the concepts identified in the National Cooperative Highway Research Board. The format may be Excel, GIS - based.
- b. Collect other data determined to be necessary for the MMLOS calculations including, but not limited to: sidewalk width, pavement condition, buffer width, median width, tree coverage and travel lane width. Data collections method may include GIS analysis of aerial photography, coordination with member agencies and on-site review.
- c. The Consultant team will perform the MMLOS analysis to determine Level of Service for autos (ALOS), pedestrians (PLOS), bicyclists (BLOS), and transit (TLOS) for the intersections and roadway segments identified in the pilot locations. ALOS will be calculated for the PM peak hour. PLOS, BLOS, and TLOS will be calculated for the PM peak hour and estimated for off-peak hours.
- d. Produce the results of the MMLOS in a graphic format. The data will also be available in a Geographic Information System (GIS) compatible format. Work with MAG GIS staff to ensure the data and output is compatible with other MAG-format GIS data.

Deliverables: Working Paper #2: MMLOS Analysis. The Consultant team will conduct Technical Advisory Group meeting #2 to present the findings. Other deliverables include an MMLOS Toolkit, data collection for MMLOS analysis and the results of the analysis in a database or GIS-based format in the pilot study areas.

### Task 5 Policy and Design Recommendations

The Consultant team will provide recommendations for improvements in each study area and recalculate the MMLOS based on the recommendations.

- a. Provide planning and design recommendations based the results of the MMLOS analysis. Include graphics and visuals of the recommended environment including street cross sections and maps of the pre-improvement and post-improvement scenarios.
- b. Estimate infrastructure costs and maintenance cost of infrastructure improvements.

Deliverables: Working Paper #3: Policy and Design Recommendations will summarize the findings identified in Task 5. The Consultant team will conduct Technical Advisory Group meeting #3 to present the findings. Meeting materials, including minutes, handouts, PowerPoint and graphics as necessary

### Task 6 Regional Workshop #2: Education and Training

The workshop will be open to all member agency staff.

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- a. Conduct a 4-hour workshop to review the findings and recommendations outlined in Task 5.
- b. Provide all materials necessary to conduct the workshop including minutes, handouts, PowerPoints, displays, and snacks for participants.

Deliverables: Regional Workshop #2, workshop materials, including minutes, handouts, PowerPoint, meeting materials and snacks. Working Paper #4: Summary notes of the workshop will be provided within ten (10) working days.

### Task 7 Multi-Modal Level of Service – Final Report and MAG Regional MMLOS Guidebook

This task will summarize the findings from the study planning process in a Final Report as well as the MAG planning process necessary to carry out improvements on regionally significant roadways or federally funded projects. The Consultant team will meet with MAG staff to identify the steps of the MAG Transportation Improvement Program that are relevant.

- a. The Final Report will provide a summary of the planning process, technical analysis and recommendations for the pilot areas as defined in Tasks 1-5.
- b. The MAG Regional MMLOS Guidebook will summarize the planning process outlined in tasks 1-5 and compile the MAG Region planning process, including the Transportation Improvement Program, Air Quality, and MAG Technical and Policy Committee process.

Deliverables: Final Report, MAG Regional MMLOS Guidebook. Executive Summary.

### Task 8 Study Record

Deliverables:

- a. Assemble all products from the study tasks into a complete study record.
- b. Digital copy of all data collection efforts and GIS outputs.
- c. Ten (10) print copies of the Final Report and up to fifty (50) print copies of the MAG Regional MMLOS Guidebook and Executive Summary as well as a digital file of each.

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### Deliverable Products

The products of this project are listed below. Each working paper should present information in a succinct manner with extensive use of tables, matrices and drawings. The working papers ultimately will be consolidated into a final report. An administrative draft of each working paper will be submitted in both electronic and hard copy format to the MAG project manager for review. Comments from the MAG project manager will be incorporated into the working paper by the consultant, before it is distributed for external review. Comments received during the external review process will be incorporated into the working paper by the consultant, which will then become a chapter in the draft final report.

- Task 1            Kickoff meeting  
Final scope, project management plan and project schedule
  
- Task 2            Support Technical Advisory Group meeting #1  
Summary notes of the Technical Advisory Group meeting  
Meeting materials, including minutes, handouts, PowerPoint and graphics as necessary
  
- Task 3            Lead Regional Workshop #1  
Workshop materials, including minutes, handouts, PowerPoint, meeting materials and  
breakfast and lunch  
Working Paper #1: MMLOS Introduction and Identification of Study Areas
  
- Task 4            Technical Advisory Group meeting #2  
Working Paper #2: MMLOS Analysis  
Meeting materials, including minutes, handouts, PowerPoint and graphics as necessary  
Data collection  
MMLOS Toolkit  
MMLOS analysis and results and data in a GIS-compatible format
  
- Task 5            Technical Advisory Group meeting #3  
Working Paper #3: Policy and Design Recommendations  
Meeting materials, including minutes, handouts, PowerPoint and graphics as necessary
  
- Task 6            Lead Regional Workshop #2  
Meeting materials, including minutes, handouts, PowerPoint and graphics as necessary  
Working Paper #4: Summary notes of the Workshop
  
- Task 7            Executive Summary  
Final Report  
MAG Regional MMLOS Guidebook
  
- Task 8            Study Record  
Digital copies of all data collection efforts and GIS outputs  
Ten (10) print copies of the Final Report, and fifty (50) print MAG Regional MMLOS  
Guidebook and fifty (50) print copies of the Executive Summary

**Maricopa Association of Governments Request for Proposals – 2014 Regional Multi-Modal Level of Service Map**

**PROPOSAL REQUIREMENTS**

**Project Schedule and Cost**

The estimated time frame for this project is nine (9) months from the date of the notice to proceed, with intermediate deliverables due in accordance with the schedule as agreed to between MAG and the Proposer(s) at a cost not to exceed \$125,000. The date of the notice to proceed is anticipated to be February 15, 2015.

**Proposal Delivery and Opening**

- I. Nine (9) copies of the proposal must be submitted by 12:00 Noon (Mountain Standard Time) on November 17, 2014. MAG's business hours are 8:00 AM to 5:00 PM, MST, Monday through Friday.

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

Timely receipt of proposals will be determined by the date and time the proposal is received at the above address. Hand delivery is therefore encouraged. No late submissions, facsimile, or electronic submissions will be accepted.

Proposals will be opened publicly and the name of each entity submitting a proposal will be read at 12:05 p.m. MST on November 17, 2014 at the MAG Offices, Palo Verde Room, 302 North First Avenue, Suite 200, Phoenix, AZ 85003.

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

- II. Any questions regarding this Request for Proposals should be submitted in writing to Alice Chen by email at [achen@azmag.gov](mailto:achen@azmag.gov) no later than eight (8) working days prior to the closing date of November 17, 2014. Responses to questions submitted will be posted on the MAG website at <http://www.azmag.gov> under "RFPs and RFQs" not later than five (5) working days prior to the closing date of November 17, 2014. Additional information regarding MAG activities, including Committee meeting schedules, may be found on the MAG Web site <http://www.azmag.gov>.
- III. A Proposer's conference for the project has been scheduled for 2:00 P.M. MST, October 28, 2014, at the MAG Office, Cholla Room, Suite 200, 302 North First Avenue, Phoenix, AZ. If you wish to receive notes from the Proposer's conference and a list of attendees, please contact the MAG project manager by email at [achen@azmag.gov](mailto:achen@azmag.gov).

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### Proposal Content

It is required that the proposal:

- I. Be limited to a maximum length of twenty-five (25) pages on letter size (8.5 x 11 inches) paper, excluding a cover letter, table of contents, tabs, résumés, and any appendices. The cover letter must be signed by a party authorized to bind the entity submitting the proposal to a contract. Blank pages are not included in the total page count. Limit paper sized over 8.5 X 11 to four (4) pages.
- II. Be prefaced by a brief statement describing the Proposer's organization and outlining its approach to completing the work required by this solicitation. This statement shall illustrate the Proposer's overall understanding of the project.
- III. Contain a work plan which concisely explains how the Proposer will carry out the objectives of the project. In the work plan, the Proposer shall describe each project task and proposed approach to the task as clearly and thoroughly as possible.
- IV. Include a preliminary schedule for the project in bar-chart format. Indicate all work plan tasks and their durations. The schedule shall clearly identify project deliverable dates.
- V. Contain a staffing plan for the project. The plan shall include the following in table format:
  - A. A project organization chart, identifying the project manager.
  - B. Names of key project team members and/or Subconsultants. Only those personnel who will be working directly on the project should be cited.
  - C. The role and responsibility of each team member.
  - D. Percent effort (time) of each team member for the contract period.
  - E. The role and level of MAG technical staff support, if any.
- VI. Include résumés for major staff members assigned to the project. These résumés should focus on their experience in this type of project.
- VII. Include Proposer's recent experience (last five years) in performing work similar to that anticipated herein. This description shall include the following:
  - A. Date of project.
  - B. Name and address of client organization.
  - C. Name and telephone number of individual in the client organization who is familiar with the project.
  - D. Short description of project.
  - E. Proposer team members involved and their roles.
- VIII. Each Proposer submitting a proposal is required to certify that it will comply with, in all respects, the rules of professional conduct set forth in A.A.C. R4-30-301 (see Appendix A), which is the official compilation of the Rules of Professional Conduct from the Administrative Rules and Regulations for the State of Arizona.

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- IX. A labor cost allocation budget formatted as noted in Appendix B.
- X. All Proposers on this project will be required to include a “Proposer’s Information Form” (See Appendix C) in the submitted proposal. In addition, a “Proposer’s Information Form” is required to be included for each Subconsultant proposed for this project.

By signature on the Proposer’s Information Form, the Proposer certifies that:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Proposer shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
- C. The Proposer has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
- D. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Proposer may be debarred.

- XI. Each Proposer shall document within its proposal any potential conflicts of interest. A conflict of interest shall be cause for disqualifying a Proposer from consideration. A potential conflict of interest includes, but is not limited to:

- A. Accepting an assignment where duty to the client would conflict with the Proposer’s personal interest, or interest of another client.
- B. Performing work for a client or having an interest which conflicts with this contract.
- C. Employing personnel who worked for MAG or one of its member agencies within the past three years.
- D. All relationships with MAG and/or any employees of MAG.

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

- XII. All Proposers are required, as specified in 49 CFR 29 (Debarment and Suspension), to certify its eligibility to receive federal funds and a copy of which certification may be furnished to ADOT or other government entities. A certification to that effect is included in this RFP as Appendix F and must be submitted by a Proposer in order for the Proposer to be considered responsible and their Proposal to be considered responsive.
- XIII. 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.
- XIV. DBE Requirements. If a DBE goal has been established for this project (see DBE goal/commitment and documentation under **SCOPES OF SERVICES**), Appendix H and Appendix I or Appendix J must be completed and returned with this RFP.

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**PROPOSER'S CHECKLIST**

Before submitting a proposal, please make sure that all required information as specified in "Proposal Requirements", pages 10-12 have been included.

- A. Nine (9) copies of the proposal with a maximum of twenty-five (25) pages.
- B. Cover letter signed by a party authorized to bind the entity submitting the proposal.
- C. Description of Proposer's organization and approach to work required by the solicitation.
- D. Description of skills and experience in performing similar projects as described in "Proposal Content", pages 11-12 of this RFP.
- E. Work plan including preliminary schedule, staffing plan, resumes, and similar experience.
- F. Labor cost allocation budget.
- G. Signed certification of Proposer's compliance with the rules of professional conduct set forth in A.A.C. R4-30-301.
- H. 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.
- I. Documentation of any potential conflicts of interest.
- J. Debarment and Suspension Certification form.
- K. Proposal submitted not later than 12:00 Noon MST on November 17, 2014.
- L. If DBE goal applies to this proposal, completed Appendix H - DBE Consultant Intended Participation Affidavit and Appendix I - DBE Subconsultant Intended Participation Affidavit or Appendix J - Good Faith Effort Certificate.

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**PROPOSAL EVALUATION AND SELECTION PROCESS**

- I. All proposals will be evaluated by an evaluation team consisting of MAG staff and MAG member agency staff. Evaluation criteria include the following:
  - A. Demonstrated understanding of the project through a well-defined work plan consistent with program objectives.
  - B. Clarity of proposal, realistic approach, technical soundness, and enhancements to elements outlined in this Request for Proposals.
  - C. Experience of the project manager and other project personnel in similar studies. Only those personnel assigned to work directly on the project should be cited.
  - D. Proven track record in this area of study. Proposers should identify the principal people who worked on past projects and the amount of time they devoted to the work effort.
  - E. Availability of key personnel throughout the project effort.
  - F. Price, except for the procurement of architectural or engineering (A&E) services.
  - G. Ability and commitment to complete the project within the specified time period, meet all deadlines for submitting associated work products, and ensure quality control.
  - H. Recognition of work priorities and flexibility to deal with change and contingencies.
  - I. Demonstrated DBE Compliance.
- II. On the basis of the above evaluation criteria, selected firms submitting proposals may be interviewed prior to the selection of a consultant. In-person interviews may be scheduled for the week of January 6, 2015. It is anticipated that firms selected for interviews will be contacted approximately one (1) week prior to the in-person interview date. MAG strongly suggests that the project manager and key members of the consultant team be present at the in-person interview.
- III. MAG may conduct discussions with Proposers who submit proposals determined to be reasonably susceptible of being selected for award.
- IV. MAG reserves the right to:
  - A. Cancel this solicitation.
  - B. Reject any and all proposals and re-advertise.
  - C. Select the proposal(s) that, in its judgment, will best meet its needs.
  - D. Negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period or terminated for lack of funds.
- V. 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.

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**ADMINISTRATIVE REQUIREMENTS**

- I. This Request for Proposals is for a cost-reimbursement plus fixed fee contract.
- II. During the course of the project, a monthly progress report is required to be submitted within ten (10) working days after the end of each month until the final report is submitted. Each report shall include a comprehensive narrative of the activities performed during the month, an estimated percent complete for each project task, monthly and cumulative costs by task, activities of any Subconsultants, payments to any Subconsultants, a discussion of any notable issues or problems being addressed, and a discussion of anticipated activities for the next month (See Appendix E for sample format).
- III. MAG shall retain ten percent (10%) of the contract amount, withheld from each invoice, as final payment until completion of the project to the satisfaction and acceptance of the work. Final payment shall be made after acceptance of the final product and invoice.
- IV. An audit examination of the CONSULTANT's records may be required.
- V. The firm selected will be required to comply with MAG insurance requirements, which may include: Workers' Compensation, Architects and Engineers Professional Liability insurance, Commercial General Liability insurance, Business Automobile Liability insurance, and Valuable Papers insurance.
- VI. The firm selected is required to document any potential conflicts of interest during the contract period. A conflict of interest shall be cause for terminating a contract. A potential conflict of interest includes, but is not limited to:
  - A. Accepting an assignment where duty to the client would conflict with the CONSULTANT's personal interest, or 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.MAG will be the final determining body as to whether a conflict of interest exists.
- VII. Non-Discrimination: During the performance of this procurement, MAG, its Consultants, Subconsultants, assignees and successors shall:
  - A. 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.
  - B. 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.
  - C. 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.

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- D. 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.”***

- E. 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.
- F. 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.
- G. 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.
- H. 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.

VIII. 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.

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- 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.

IX. Participation by Disadvantaged Business Enterprises – Commitment, Compliance And Reporting

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

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

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

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

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

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

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

1. A DBE GOAL OF 9.54% HAS BEEN ESTABLISHED ON THIS CONTRACT. THE CONSULTANT IS ENCOURAGED TO OBTAIN DBE PARTICIPATION ABOVE AND BEYOND THE GOAL ON THIS PROJECT.

3. Consultant is required to submit the following documents certifying that:

a. The firm will meet or exceed the established Contract DBE goal by providing:

1.1. A DBE Consultant Intended Participation Affidavit, if the Consultant is a DBE firm. The form is available on the BECO website and shall be submitted with the Cost Proposal.

OR

1.2. A DBE Consultant Intended Participation Affidavit and a completed DBE Subconsultant Intended Participation Affidavit for each DBE. These forms are available on the BECO website and shall be submitted with the Cost Proposal.

OR

1.3. The firm has made good faith efforts (GFEs) to meet the DBE goal but did not succeed in achieving the DBE goal. The Consultant shall document the good faith efforts on the Consultant Certification of Good Faith Efforts form. This form is available on the BECO website and shall be submitted with the Cost Proposal in which the firm is unable to meet the Contract's DBE goal.

b. ADOT shall make the determination whether the Consultant has made a satisfactory good faith effort to secure certified DBEs to meet the Contract goal in accordance with 49 CFR Part 26. If ADOT determines that the Consultant has not met the DBE goal or has not made an adequate good faith effort to meet the DBE goal, MAG shall terminate negotiations with the firm. If the Consultant wishes to dispute the Good Faith Effort determination, the Consultant may escalate the decision according to the levels outlined in Section XXXII (DISPUTE RESOLUTION PROCESS) of this Contract. The ADOT Business Engagement Compliance Office (BECO) will be represented at each escalation level with the goal of resolving the matter at the lowest possible level. The decision of the BECO is final.

**X. DBE Substitution or Replacement**

A.. The Consultant shall not terminate a DBE Subconsultant listed in the PROPOSAL or in the Consultant or Subconsultant DBE Affidavit submitted during cost negotiations without the prior written approval by the State.

B. If a Subconsultant is terminated, or fails to complete its work on this Contract for any reason, the Consultant shall make a good faith effort to find another DBE to perform at

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the least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the DBE commitment percentage established in this Contract.

### XI. Counting DBE Participation

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

Proposals created to artificially create DBE participation are not acceptable; the arrangement shall be within normal industry practices. The DBE shall perform a commercially useful function.

Count the entire amount of that portion of a Contract (or other Contract not covered by paragraph (2) of this section) that is performed by the DBE's own forces. Firms shall include the cost of supplies and materials obtained by the DBE for the work on the Contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subconsultant purchases or leases from the Consultant or its affiliate).

Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specially required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with the fees customarily allowed for similar services.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the lower-tier Subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goals.

It is presumed that the DBE is not performing a commercially useful function if: (a) a DBE does not perform or exercise responsibility for at least 30 percent (30%) of the total cost of its Contract with its own work force; or (b) the DBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice for the type of work involved.

### XII. Participation by Small Business Concerns (SBCs)

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

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

**APPENDIX A - ARIZONA ADMINISTRATIVE CODE R4-30-301**

**CH. 30 BOARD OF TECHNICAL REGISTRATION R4-30-301**

**ARTICLE 3. REGULATORY PROVISIONS**

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 [www.aia.org](http://www.aia.org).

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- 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 ARIZONA ADMINISTRATIVE CODE R4-30-301 CERTIFICATION**

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

and I, \_\_\_\_\_ as the \_\_\_\_\_  
[Name] [Title]

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

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

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

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

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APPENDIX B - LABOR COST ALLOCATION BUDGET SAMPLE

Available in Excel on request

PRIME CONSULTANT		HOURS BY PERSONNEL AND TASK DESCRIPTION					
Original Costs and Rates	Raw Direct	Task 1	Task 2	Task 3	Task 4	Total Hours	Total Cost
	Direct Hourly Rate	(Task Description)	(Task Description)	(Task Description)	(Task Description)		
Personnel 1	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 2	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 3	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 4	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 5	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
<b>Total Task Hours</b>		-	-	-	-	-	-
Total Task Cost		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Overhead and/or Fringe Audited Rate	0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Labor with Overhead		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fee (10% max rate)	0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Labor Budget With Overhead &amp; Fees</b>		\$ -	\$ -	\$ -	\$ -		\$ -

TOTAL OF ALL COSTS BY TASK NUMBER						
TOTAL COST SUMMARY	Task 1	Task 2	Task 3	Task 4	Total Cost	
	(Task Description)	(Task Description)	(Task Description)	(Task Description)		
Total Labor With Overhead and Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Prime Reimbursable Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Subconsultant Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>GRAND TOTAL</b>	\$ -	\$ -	\$ -	\$ -		\$0.00

SUBCONSULTANT - NO. 1		HOURS BY PERSONNEL AND REIMBURSABLES					
Subconsultant Name		Task 1	Task 2	Task 3	Task 4	Total Hours	Total Cost
		(Task Description)	(Task Description)	(Task Description)	(Task Description)		
Personnel	Loaded Hourly Rate	Task Hours	Task Hours	Task Hours	Task Hours		
Personnel 1	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 2	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 3	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 4	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 5	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
<b>Total Task Hours</b>		-	-	-	-	-	\$0.00
Total Loaded Labor Costs		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Subconsultant Reimbursable Expenses		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
(or) Subconsultant Flat Fee		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Subconsultant Name	Total Cost	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

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**APPENDIX C - PROPOSER'S INFORMATION FORM**

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

If you have any questions about this registration 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

\_\_\_\_\_ \$6000 – \$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

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**APPENDIX D - TITLE VI AGREEMENT/CONTRACT REQUIREMENTS**

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, 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.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex 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 when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subconsultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
4. Information and Reports: The CONSULTANT shall 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 Arizona Department of Transportation or the Federal Highway Administration 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 Arizona Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the Arizona Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or;
  - b. cancellation, termination or suspension of the contract, in whole or in part.
6. Certification of Non-segregated facilities: The Federally-assisted consultant hereby certifies that the CONSULTANT does not maintain or provide for the CONSULTANT's employees any segregated facilities at any of the CONSULTANT's establishments, and that the CONSULTANT does not permit the CONSULTANT's employees to perform their services at any location, under the CONSULTANT's control, where segregated facilities are maintained. The Federally-assisted CONSULTANT certifies further that the CONSULTANT will not maintain or provide for the CONSULTANT's employees any segregated facilities at any of the CONSULTANT's establishments, and that the CONSULTANT will not permit employees of the CONSULTANT to perform their services at any location, under the CONSULTANT's control, where segregated facilities are maintained. The Federally-assisted CONSULTANT agrees that a breach of this

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Certification is a violation of the Equal Opportunity clause in this Agreement. As used in this Certification, the term "segregated facilities" means any waiting rooms and other storage or dressing rooms which are segregated by explicit directive or are in fact segregated on the basis of race, color, or national origin, because of habit, local custom, or otherwise.

7. The CONSULTANT shall include the provisions of paragraphs 1 through 5 above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract. or procurement as MAG, ADOT, FHWA, and FTA may direct as a means of enforcing such provisions including sanctions for non-compliance; 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.

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**APPENDIX E - PROGRESS REPORT FORMAT SAMPLE**

[Consultant Letterhead]  
[Date]

[MAG Project Manager]  
Maricopa Association of Governments  
302 North First Avenue, Suite 200  
Phoenix, Arizona 85003

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

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

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

**TASK 1 - DATA COLLECTION**

Percent of Work Completed: 100 percent.

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

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

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

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

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

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

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

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

**TASK 2 - INVENTORY**

Percent of Work Completed: 100 percent.

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

Data Obtained: See Task 1.

Meetings Held: The following meetings were held:

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

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

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

### **TASK 3 - FORECASTS**

Percent of Work Completed: 100 percent.

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

Data Obtained: See Task 1.

Meetings Held: The following meetings were held:

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

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

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

Percent of Work Completed: 60 percent.

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

Data Obtained: See Task 1.

Meetings Held: The following meeting was held:

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

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

### **TASK 5 - ALTERNATIVES**

Percent of Work Completed: 25 percent.

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

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

Meetings Held: The following meeting was held:

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

Reports or Data Produced: None.

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

Work on this task has not begun.

### **TASK 7 - RECOMMENDATIONS**

Work on this task has not begun.

### **TASK 8 - IMPLEMENTATION**

Work on this task has not begun.

### Problems Encountered

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

### Invoice:

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

Sincerely,

[Project Manager Name]

[Project Manager Title]

Enclosure

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**APPENDIX F - 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.

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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 \_\_\_\_\_, 2014 In the County of \_\_\_\_\_,

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

(Seal)  
Affix Notary seal here

\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

**APPENDIX G - TITLE 49 - TRANSPORTATION**

Subtitle A – Office of the Secretary of Transportation

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

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

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

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

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

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

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

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

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

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



**APPENDIX I - DISADVANTAGED BUSINESS ENTERPRISE SUBCONSULTANT INTENDED PARTICIPATION AFFIDAVIT**

\_\_\_\_\_ Agency Name BECO 314S R1/13

**Professional Services/Engineering Design**

**Disadvantaged Business Enterprises (DBE) Subconsultant Intended Participation Affidavit**

Consultant:			
DBE Subconsultant:			
*DBE Tier-Subconsultant:			
- Subcontracted by:		DBE or Non-DBE:	
Contract No.:		Task Order No.:	
Contract Description:		TRACS No(s):	

*\*Tier-Subconsultant refers to any subconsultant that is contracted to another subconsultant at any level.*

**Directions:**

1. This Affidavit must be completed by all DBE Subconsultants and DBE Tier-Subconsultants and signed by an officer or principal of the subconsultant DBE firm and submitted to the Consultant.
2. A separate Affidavit must be submitted for EACH proposed Subconsultant DBE firm.
3. List all full and partial services to be provided by the above named DBE Subconsultant firm.
4. All partial services provided must be fully explained. If not, the DBE will be considered to be responsible for the entire services to be performed. Attach additional sheets as necessary.
5. All DBE Subconsultant Affidavits must be submitted with the Cost Proposal.

List All Full and Partial Services to be Provided by the Above Named DBE Subconsultant or DBE Tier-Subconsultant Firm <i>(Partial services must be explained. Use additional sheets if necessary)</i>	
DBE Firm's Estimated Budget for the Contract/Task Order	
DBE Firm's % Participation for the Contract/Task Order	
Contract DBE Goal	

**Subconsultant Certification:**

**I certify that:**

- My firm has made an arrangement/agreement with the above named Consultant to do work listed above for the proposed contract.
- My firm agrees to the proposed DBE commitment above and agrees to perform the services in accordance with the DBE provisions of the contract.
- My firm will complete 100% of the work listed above or intends to subcontract \_\_\_% of the work to another DBE firm and/or \_\_\_% to another Non-DBE firm. Name of firm(s): \_\_\_\_\_

**I understand that:**

- The use of my DBE firm for the items of work listed above is a condition of the Consultant being awarded this contract.
- My firm must attend any pre-negotiation partnering conferences or other required meetings related to this contract.
- If I assign any work to a non-certified DBE firm, I must inform the Consultant because the work will **NOT** count towards the DBE goal and it will **LOWER** my DBE participation.
- I understand that failure to comply with the information shown on this form will be considered grounds for contract sanctions and other sanctions.
- I declare under penalty of perjury in the second degree, and any other applicable state or federal laws that the statements made on this document are true and complete to the best of my knowledge.

Subconsultant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Officer Signature: \_\_\_\_\_ Title: \_\_\_\_\_

APPENDIX J - CONSULTANT CERTIFICATION OF GOOD FAITH EFFORT

LPA Name: \_\_\_\_\_

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**BUSINESS ENGAGEMENT & COMPLIANCE OFFICE**

**CONSULTANT CERTIFICATION OF GOOD FAITH EFFORTS**

*(Submit completed GFE pages 1 – 6 only with back-ups, if any)*

**Purpose**

The certification's intent is to document the good faith efforts undertaken by the Consultant in soliciting and utilizing DBE firms to meet the DBE participation requirements for the contract/project. The completed certificate will assist ADOT to determine if the Consultant performed its due diligence, took all necessary and reasonable steps to secure DBE participation for the referenced contract/project and resulted in obtaining comprehensive good faith efforts. ADOT Business Engagement & Compliance Office (BECO) will determine if the Consultant made satisfactory good faith efforts to secure sufficient DBE participation to meet the DBE goal. The burden of proof rests with the Consultant. **Failure to provide good faith efforts to BECO's satisfaction will result in the rejection of the proposal/modification.** However, BECO will reconsider Consultant's GFE resubmittal if Consultant has adequately and sufficiently documented its good faith efforts in obtaining DBE participation.

**General**

The information requested in this certificate is the minimum information required by BECO to evaluate your firm's good faith efforts. BECO reserves the right to request further documentation from the Consultant/Subconsultant(s) to support and validate actions undertaken to secure DBE participation and meet the DBE goal for this contract/task order.

**Attestation**

I, (Name) \_\_\_\_\_, do hereby acknowledge that I am the (Title) \_\_\_\_\_ of (Name of Firm) \_\_\_\_\_ and the Consultant selected for the ADOT project listed below:

Contract No.	Task Order No.	TRACS No.	Project Name	Estimated Contract Amount *	DBE Percentage	
					ADOT Goal	Proposed

\* Estimated Contract Amount must include any previous amounts of the Contract or Task Order.

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this contract/task order. Attach additional pages if necessary.

I hereby certify I demonstrated comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract/modification by my responses to the following:

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**GFE Activities**

**A. Notifying DBE Firms of Contracting Opportunities**

1. List all DBE firms assigned to this contract:

DBE Firms Name and Address	NAICS / Commodity Code	NAICS / Commodity Code Description

2. Outreach: List all firms and assigned work tasks for this contract/task order:

Firm Name	Assigned Work Tasks



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## B. Identifying Subconsultant Work Units

The Consultant is strongly encouraged to select portions of work to be subcontracted to increase the likelihood of achieving the DBE goals. In selecting work to be subcontracted, the Consultant shall consider where it is appropriate to break down the project into economically feasible work units to facilitate and promote DBE participation ([Appendix A to Part 26, Section IV \(B\)](#)).

1. Which portions or sections of the Scope of Work are able to be subcontracted?

2. Is there a DBE firm currently on the contract/project team able to perform the Scope of Work above?

Yes    Name of firm \_\_\_\_\_  
 No

## C. Providing Assistance to DBEs

1. Explain any efforts undertaken to provide DBE firms with adequate information about contract/task order Scope of Work and requirements of this contract ([Appendix A to Part 26, Section IV \(C\)](#)):

2. Describe any efforts undertaken to assist interested DBE firms in obtaining insurance required by ADOT or the Consultant ([Appendix A to Part 26, Section IV \(F\)](#)):

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3. Describe any efforts undertaken to assist interested DBE firms in obtaining necessary assistance or services where applicable ([Appendix A to Part 26, Section IV \(G\)](#)):

4. Describe any efforts used to obtain services of available minority/women community organizations ([Appendix A to Part 26, Section IV \(H\)](#)).

**D. Soliciting Interested DBE Firms**

Consultants shall solicit services in good faith with all interested DBE firms. Proposals from interested DBE firms shall not be rejected by Consultants without sound business justification.

1. Provide the firm name, contact information and work proposed of all DBE firms that submitted a proposal for this contract/task order that were not selected. The reason for rejection must be provided for BECO to determine the Consultant's satisfactory good faith efforts. If no DBE proposals were rejected, state "NONE".

DBE Firm and Contact Person	Work Proposed	Explanation for Rejecting Proposal

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2. Other comments or information you want BECO to consider as part of your good faith effort.

**Affidavit**

The undersigned, (Name) \_\_\_\_\_, attest and declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the information provided on this certificate is true and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_  
 Consultant/Authorized Representative

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

*Note: The GFE form must be signed by an authorized signatory for the Consultant/Subconsultant.*

ADOT BECO INTERNAL USE ONLY	
Date Received: _____	Received by: _____
Date Approved / Denied: _____ <i>(Circle one)</i>	Signature: _____
<p><b>Comments:</b></p>	

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## APPENDIX A TO PART 26 — GUIDANCE CONCERNING GOOD FAITH EFFORTS

**Note:** “YOU” means the Agency (ADOT) in the following section of this requirement.

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

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of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

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

Note: Contacting BECO (602 712-7761) for assistance in identifying certified DBEs that can perform work on a contract or task order is also considered a strong factor in making good faith efforts.

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## BUSINESS ENGAGEMENT & COMPLIANCE OFFICE

### GFE Checklist

1. Review Scope of Work (SOW) for subcontracting opportunities.
2. Did firm make reasonable efforts to designate economically feasible and meaningful units of work for a DBE that meets or exceeds the DBE goal?  
  
Keep in mind that selected DBEs must perform *commercially useful function* (CUF) as required by [49 CFR §26.55](#).
3. Are there DBE firms on the contract team that can do the work? If not, the firm must solicit other DBEs through the DBE Directory to perform work to meet or exceed the goal.
4. Some projects may be too small or do not provide meaningful units of work for subcontracting opportunities.
5. ADOT PMs must keep in mind that DBEs must be utilized when developing their SOWs. Splitting of work units into small task to circumvent the utilization of Subconsultants and DBEs violates the federal regulations.
6. When providing good faith documentation, it is not good enough to say that project is too small to include DBEs. Firm must explain the SOW and why no subcontracting opportunities are possible.
7. When providing good faith documentation, firms must include:
  - a. Date, contact name of staff they contacted at BECO for assistance
  - b. List of DBE firms the contacted to do the work
  - c. Any evidence of negotiations with the DBE firms
  - d. Evidence of efforts to reach out to DBE firms
8. Assistance provided to DBEs should include efforts to assist the DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies or other project-related assistance.

**This is not intended to be mandatory checklist not it is intended to be exclusive or exhaustive list of good faith efforts. Other factors or types of efforts may be relevant on a case-by-case basis as determined by BECO.**

**APPENDIX K - DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION OF PAYMENT**

\_\_\_\_\_ Agency Name  
**Professional Services/Engineering Design**

BECO 316S R1/16

**CERTIFICATION OF PAYMENTS TO  
DISADVANTAGED BUSINESS ENTERPRISES (DBE) FIRMS**  
*(Submit one form for each DBE involved in the contract)*

Contract No.: \_\_\_\_\_

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

Project Description: \_\_\_\_\_

DBE Firm: \_\_\_\_\_ DBE Certification: \_\_\_\_\_

DBE Contract Commitment: \_\_\_\_\_ DBE Goal Percentage: \_\_\_\_\_ %

DBE Amount Paid: \_\_\_\_\_ Actual DBE Percentage: \_\_\_\_\_ %

DBE Work Description: \_\_\_\_\_

The undersigned consultant hereby certifies that full payment was made to DBE firm for work completed for the above referenced contract.

This certificate is made under Federal and State laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of five (5) years from project completion date (Initial Closeout Letter). In the event the DBE was not paid in accordance with affidavits, cost proposals, contract modification or other documents submitted by the consultant, all documentation supporting the consultant's position as to why DBE goal and/or payments to this DBE subconsultants was not met, should be submitted with this form.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

=====

The undersigned DBE subconsultant/supplier for the above referenced contract hereby certifies that payments were received and/or justification by consultant is correct.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Note: This form **must** be completed and returned to the Agency with the final payment report for **each** DBE Subconsultant.*