

**REQUEST FOR QUALIFICATIONS
ON-CALL CONSULTING SERVICES
FOR
DATA AND GEOGRAPHIC INFORMATION SYSTEMS SUPPORT**



July 23, 2012

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PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS

ON-CALL CONSULTANT SERVICES FOR

DATA AND GEOGRAPHIC INFORMATION SYSTEMS SUPPORT

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

Detailed SOQ requirements may be obtained by contacting the MAG Office at the address indicated below or may be downloaded from <http://www.azmag.gov>, then “RFPs and RFQs” For further information, please submit questions in writing by fax to the attention of Jason Howard, GIS Program Manager, at (602) 254-6490, or by e-mail to jhoward@azmag.gov not later than eight (8) working days prior to the closing date of August 23, 2012. Any addenda responding to questions will be posted on MAG’s Web site at <http://www.azmag.gov> under “RFPs and RFQs” not later than five (5) working days prior to the closing date of August 23, 2012.

SOQs will be accepted not later than 12:00 Noon MST (Mountain Standard Time) on August 23, 2012, at MAG, 302 North 1st Avenue, Suite 300, Phoenix, AZ 85003.

SCOPE OF SERVICES

Introduction

The purpose of this Request for Qualifications (RFQ) is to solicit Statement of Qualifications (SOQ) from consultants to participate in forming an On-Call list to provide Maricopa Association of Governments (MAG) with specialized services in the area of Data and Geographic Information Systems (GIS) Support. The duration of the On-Call list will be thirty six (36) months from the date of selection of vendors. The budgeted amount available for GIS services under this RFQ is \$250,000. The total amount available under each Task Order (defined on Page 3) issued to qualified, approved consultants under this RFQ will vary depending on the desired services.

Background

Maricopa Association of Governments 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. MAG membership consists of the twenty-five (25) incorporated cities and towns within Maricopa County and the contiguous urbanized area, 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.

As the designated Metropolitan Planning Organization (MPO) MAG is responsible for the development of transportation plans and programs. As the lead air quality planning agency, MAG is responsible for assembling air quality plans. MAG also is involved in land use, water, human services, and other regional planning programs. These programs rely heavily on official socioeconomic projections approved by the MAG Regional Council

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

- Providing a clearinghouse of region-wide geospatial data for use by MAG staff and MAG member agencies. Many of these data are collected from the MAG member agencies, while others are compiled from other resources. Data collected from member agencies includes, but is not limited to, general plans and amendments, development plans, and residential completions. Data assembled or acquired from other sources include existing land use, future land use, municipal planning areas (MPA), regional analysis zones (RAZ), traffic analysis zones (TAZ), employer locations, and Census data. Other datasets, such as Assessor parcels, the road centerline network, and public land ownership, are collected from sources outside MAG. The majority of these datasets are placed in MAG's corporate ArcSDE repository, making them accessible to GIS users throughout MAG.
- Providing regional orthoimagery to the MAG member agencies. MAG has played a supporting role in providing timely orthoimagery for use in GIS and other knowledge systems. In a typical year, a large orthoimagery collection effort is undertaken by the Flood Control District of Maricopa County (FCDMC). MAG has supplemented this collection of imagery with the purchase of an off-the-shelf orthoimagery product that was flown six months after the FCDMC purchase. Imagery purchased by MAG was then made available to the member agencies at no cost. During times of rapid growth in the Valley this meant that the member agencies had access to updated imagery every six months. With the downturn in the economy, the demand for more frequent imagery updates has waned. Recently, MAG has begun partnering with the FCDMC in their orthoimagery acquisition and is able to provide that same imagery to the member agencies as before.
- Providing online mapping application development and support to MAG staff. MAG's GIS staff have developed multiple online interactive map viewers using the ArcGIS Server platform. The first viewers deployed host demographic and employment data for the MAG Region and provide the user with simple reporting capabilities. Additional maps are planned to meet the needs of Information Services and other divisions of MAG. The interactive map viewers can be viewed at <http://ims.azmag.gov>.
- Providing GIS services, support, and training to MAG staff. In addition to providing a large body of geospatial data to the MAG staff, the GIS Program at MAG provides technical support and training to those who request it. The GIS staff at MAG have extensive experience with the ESRI suite of

products and are routinely called upon to offer assistance on a variety of projects. Examples of the types of GIS support provided to MAG staff includes, but is not limited to:

- Maintaining a network of unpaved roads for PM10 emission tracking, air quality conformance reporting, and monitoring the progress in the elimination of unpaved roads.
- Creating a vector mapping tool to visualize wind speed and direction from point locations using ArcGIS.
- Geocoding and mapping responses from the Homeless Street Count. The Homeless Street Count is conducted annually as a means of ascertaining the progress toward the elimination of homelessness in the Valley.
- Providing custom tools to process and visualize bus ridership flow data to determine where ridership flow between transit zones exists.
- Providing maps, reports, and other materials for outreach and communication of MAG activities.
- Providing training to MAG staff on the basic use of GIS and sources of data available to them at MAG.
- Providing GIS support to MAG member agencies. MAG's GIS staff also provide GIS support to the MAG member agencies as requested or in cases where a large joint project among MAG and the member agencies demands substantial allocation of MAG staff time. One such example was the GIS support provided to the member agencies for the Census 2010 Participant Statistical Area Program. Custom tools and data were provided to the member agencies to facilitate the delineation of new Census tracts and block groups.
- Providing GIS support to other clients through the MAG Information Center. In addition to supporting MAG staff and the member agencies, the Information Services Division has contracted with organizations such as Central Arizona Association of Governments, Central Arizona Project, CEMEX, and Boys and Girls Club of Arizona to provide GIS analyses and other data-related services.
- Assisting in the preparation of subregional socioeconomic projections for the MAG region. Socioeconomic projections are prepared as inputs to the MAG transportation and air quality models, for the development of the MAG Long Range Transportation Plan, for the development of the five year Transportation Improvement Program, for the development of the Human Services Plan, for evaluating the need for 208 water quality permits, and by local member agencies as input to their planning and development activities, among many other uses. GIS is used to maintain the spatial component of the socioeconomic model inputs.

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

In order to expedite the delivery of consultant services, MAG will preselect an On-Call list of qualified consultants to participate in the Data and Geographic Information Systems Support On-Call Project services. The intent of the On-Call consultant program is to enable MAG staff to augment existing resources by forming a pool of qualified consultant(s) to provide specialized services that are required for executing tasks and projects in the identified areas. All third party software and programming languages used for the various tasks shall be agreed upon in advance.

Goals and Objectives

The overall goal of this Project is to provide research, data collection, analysis, and programming support for the development of GIS data and tools in support of socioeconomic modeling and other activities at MAG requiring both spatial and non-spatial data, analyses, and applications. The Project objectives are the following:

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

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

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

REQUIRED CONSULTING SERVICES AND ANTICIPATED PROJECTS

The purpose of this section is to outline the major areas of expertise related to the anticipated tasks that will be carried out in order to produce the required services and deliverables. The Statement of Qualifications should clearly document the consultant's experience, proficiency, and ability to perform the required tasks. A consultant may wish to demonstrate expertise in any or all of the areas listed below. In addition, it is expected that the Statement of Qualifications will describe typical approaches and activities that will be performed to support each task. MAG will select qualified consultants from the Data and Geographic Information Systems Support Project On-Call Consultant list to provide data collection, socioeconomic modeling and analysis, and application development services as related to specific areas of expertise.

The selected consultant may be requested to provide briefings and presentations at MAG committee meetings and other agency meetings, to prepare presentation materials, and to respond to comments as a component of a project.

The following projects are listed in the FY12 MAG Unified Planning Work Program and Annual Budget and are part of this Data and Geographic Information Systems Support RFQ:

MAG Data and GIS Consultant Support On-Call
Project Task Number: 800-0110-12 Available Funding: \$250,000

Areas of Expertise

A. GIS Application Development

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

- Development of ArcGIS extensions and add-ons using Microsoft .NET languages, namely C # and VB.NET. Extensions and add-ons may be requested for the support of geospatial data visualization, maintenance, and analysis.
- Development of applications and components for ArcGIS Server products to support the visualization and analysis of geospatial data in a web-based environment. Of particular importance is experience working with the Microsoft silverlight API for ArcGIS Server. Support in developing viewers and specific components for visualization and analysis may be requested.
- Development of Python scripts to support geoprocessing and cartographic activities within ArcGIS and ArcGIS Server applications.

Examples of task orders that may be issued in this area of expertise may include, but are not limited to, the following:

- An enhanced data distribution and analysis dashboard.
- Enhancement of the existing custom attribute editor currently in use by Information Services.
- A viewer to support MAG member agency review of datasets maintained by MAG that would include online review and editing capabilities.
- Tools to support data development and maintenance of databases.

B. Geospatial Data Collection and Development

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

- Spatial database development, collection of geospatial data, and maintenance of geospatial data in various ESRI compatible formats, including but not limited to: shapefiles, file geodatabases, and versioned ArcSDE enterprise geodatabases.
- Microsoft SQL Server, Microsoft Access, and Microsoft Excel.

Examples of task orders that may be issued in this area of expertise include, but are not limited to, the following:

- Researching the status of development projects in the MAG Region to enhance the MAG land use GIS database.
- Match GIS databases maintained by MAG to Assessor parcel boundaries.
- Assisting MAG staff in the survey of seasonally occupied dwellings, mobile home parks, apartments, and other datasets as needed.
- Primary data collection and database development.

C. Non-Spatial Data Collection and Development

The consultant shall have knowledge and demonstrated experience in non-spatial database development, collection of non-spatial data, and maintenance of non-spatial data in various formats, including but not limited to: Microsoft SQL Server, Microsoft Access, and Microsoft Excel.

Examples of task orders that may be issued in this area of expertise include, but are not limited to, the following:

- Research business ownership to determine businesses in the MAG Region that are owned by international companies.
- Identify firms in the MAG Region that would be classified as part of the “Clean Tech” industry.

Anticipated Projects

The anticipated projects for which MAG will request assistance may include, but are not limited to, the development of information, analysis, models, applications, methods, assumptions, and processes needed for the following:

- Database design for spatial and non-spatial datasets.
- Creation of desktop applications for the visualization, maintenance, and analysis of geospatial data using ArcGIS Desktop.
- Creation of ArcGIS Server applications and components.
- Creation of processes and work flows for data maintenance using ArcGIS Desktop, ModelBuilder, Python, or other available tools.
- Provision of research services to enhance spatial and non-spatial databases maintained by Information Services.
- Provision of assistance in the conduct of a survey of seasonal and other housing in the MAG Region.
- Design and development of a MAG GIS data portal.

STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS AND CONTENT

It is required that the SOQ include the following items in the same order as they are listed below. Failure to provide the requested information may result in rejection of the SOQ. Brief and concise submittals are encouraged. The total number of pages must not exceed twenty (20), entirely on letter size (8.5 x 11 inches), excluding the resumes, the cover letter, and appendices. Blank pages are not included in the total page count.

1. **Identification.** A title sheet or equivalent which includes:
 - a. The title of this solicitation.
 - b. Consultant's name and business address.
 - c. The name, title, mailing address, and telephone and fax numbers of the principal contact.
2. **Table of Contents.**
3. **Organization and Approach.** A brief statement describing the consultant's organization and outlining its approach to completing the work required for the range of projects included in this solicitation. This statement should briefly illustrate the consultant's overall understanding of specific areas of expertise as well as the anticipated projects listed.
4. **Background of Firm.** Background information regarding consultant, including:
 - a. Number of employees (by type of professional expertise and managerial role in the company).
 - b. Length of time the consultant has been in business.
 - c. Number of affiliated offices (if applicable).
5. **Range of Services Offered.** Identification of the specific services that the consultant is qualified in and plans to provide to MAG. Related services may be offered in addition to those referenced above in the Section titled "REQUIRED CONSULTING SERVICES AND ANTICIPATED PROJECTS." The consultant does not have to submit a response to all the required areas of expertise and anticipated projects listed to be favorably considered. This information must be provided in a spreadsheet format, clearly identifying the firm's role and the role of subconsultants. Therefore, all SOQs should include sufficient personnel resources for carrying out all types of anticipated work in each area of expertise offered.
6. **Recent Examples.** Examples of successful, recent experience in providing consultant services in each of the areas of expertise identified above. Preference will be given to consultants with demonstrated experience and expertise in successfully performing work of a similar nature or related nature.
7. **References.** One reference for each example submitted under item six (6), above. Include the following:
 - a. Date of the project.
 - b. Name and address of client.
 - c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
 - d. Relevance to this SOQ.
 - e. Brief description of the project.
8. **Individuals and Expertise.** A complete listing of all individuals to be included under each area of expertise, specifying their level of participation in each of the examples for the areas of expertise identified in item six (6). This information must be provided in a spreadsheet or tabular format with subconsultants listed separately. Project managers on assignments that involve traffic engineering elements must be a currently registered engineer in Arizona.
9. **Resumes.** Resumes of each person listed in item eight (8) above, indicating education and experience relevant to the areas of expertise. Include abstracts of previously completed similar projects.
10. **Subconsultants.** The name, address, telephone number, and primary contact for subconsultants included in the project (if any). For each subconsultant, include resumes of the individuals to be assigned to the project and at least two (2) references which include:
 - a. Date of the project.
 - b. Name and address of client.

- c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
 - d. Relevance to this SOQ.
 - e. Brief description of the project.
11. **Additional Information.** Any additional information that the consultant believes would be useful to MAG in evaluating the consultant's SOQ.
12. **Rules of Professional Conduct Certification Statement.** A signed statement, located on the last page of Appendix A, certifying that consultant shall comply with, in all respects, the rules of professional conduct set forth in A.A.C. R4-30-301 (Appendix A), which is the official compilation of Administrative Rules and Regulations for the State of Arizona.
13. **Registration Form.** A completed Proposer's Registration Form (Appendix B). If applicable, completed Proposer's Registration Form for each subconsultant proposed for this project.
- By signature on the Proposer's Registration Form, the consultant certifies that:
- a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The consultant has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
 - d. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Proposer may be debarred.
14. **Debarment and Suspension Certification.** As required by 49 CFR 29 (Debarment and Suspension), certification of consultant's eligibility to receive Federal funds and a copy of such certification for which may be furnished to ADOT or other government entities. A certification to this effect is included in this RFQ as Appendix C and must be submitted by consultant in order for consultant to be considered responsible and their SOQ to be considered responsive.
15. **Authorized Signer Signature.** The SOQ shall be signed by a representative or officer authorized to bind the consultant. Individuals of the consultant qualified to negotiate a contract with MAG regarding the SOQ shall be identified by name, title, address, and telephone number.
16. **Confidential Portions Identification.** In accordance with Arizona Administrative Code R2-7-103, consultant may designate as confidential portions of a SOQ. A summary index of any such designation must be included in the Table of Contents or cover letter in the SOQ documents. If MAG determines to disclose the information provided, MAG shall inform the consultant in writing of such determination.

*Disclaimer: **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.*

STATEMENT OF QUALIFICATIONS (SOQ) DELIVERY AND OPENING

Ten (10) copies of the SOQ, entirely on letter size (8.5 x 11 inches) paper, should be submitted by 12:00 Noon Mountain Standard Time (MST), August 23, 2012, to the following address:

Maricopa Association of Governments
Attention: Jason Howard
302 North 1st Avenue, Suite 300
Phoenix, AZ 85003

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

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

Any questions regarding this Request for Qualifications should be submitted in writing to Jason Howard, GIS Program Manager by fax at (602) 254-6490; or by email at jhoward@azmag.gov not later than eight (8) working days prior to the closing date of August 23, 2012. Responses to questions submitted will be posted on the MAG Web site at <http://www.azmag.gov> under "RFPs and RFQs" not later than five (5) working days prior to the closing date of August 23, 2012. Additional information regarding MAG activities, including Committee meeting schedules, may be found on the MAG Web site <http://www.azmag.gov>.

PHASE 1 - STATEMENT OF QUALIFICATIONS EVALUATION AND SELECTION PROCESS

1. **Evaluation Criteria.** All SOQs submitted will be evaluated by a group consisting of MAG staff and member agencies. Evaluation criteria include, but are not limited to, the following:
 - a. Demonstration of the overall understanding of goals and objectives of this solicitation.
 - b. Clarity of SOQ, realistic approach, technical soundness, and enhancements to elements outlined in this RFQ.
 - c. Education and relevant experience of personnel in providing similar services. Only those personnel that will be assigned to work directly on each area should be cited.
 - d. Proven track record in the areas of expertise sought. Consultant should clearly identify the principal people who worked on past projects and the amount of time they devoted to the work effort.
 - e. Availability of key personnel throughout the project effort.
 - f. Ability and commitment to deliver required products and services, meet all deadlines for submitting associated work products, and ensure quality control.
 - g. Recognition of work priorities and flexibility to deal with change and contingencies.
2. **References.** As part of its final selection, MAG reserves the right to contact a reasonable number of references from among those provided by the consultant.
3. As provided by Arizona Administrative Code R2-7-101, discussions may be conducted with consultants who submit SOQs determined likely to be selected for inclusion in the Data and Geographic Information Systems Support On-Call Consultant list. If discussions are conducted during Phase 2 pursuant to Arizona Administrative Code R2-7-101, MAG shall issue a written request for best and final offers. Award may be made without discussions; therefore, SOQs shall be submitted on complete and on most favorable terms. The selection of a consultant will be based solely on qualifications and exclude consideration of price or fee. MAG will negotiate compensation with the consultant determined to be the most qualified; and, if a fair and reasonable compensation cannot be negotiated with consultant, MAG may initiate negotiations with the next most qualified consultant.
4. **MAG Approval.** A recommendation for inclusion of the selected consultants in the Data and Geographic Information Systems Support On-Call Consultant list shall be made by the MAG Executive Director to the MAG Regional Council. The decision of the Regional Council is final.
5. MAG reserves the right to:
 - a. Cancel this solicitation.
 - b. Reject any and all proposals and re-advertise.
 - c. Select the SOQ that will, in its judgment, best meet MAG's needs, despite any differences in estimated project costs between the consultant and all others.
 - d. Negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period, or canceled, for lack of funds.
 - e. Conform with the State of Arizona Public Records law(s).

PHASE 2 - QUALIFICATION MATRIX AND CONTRACT

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

PHASE 3 - PROJECT INITIATION

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

VENDOR REGISTRATION

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

PERFORMANCE STANDARDS

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

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

CONSULTANT SELECTION FROM MULTIPLE CONTRACTS

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

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

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

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

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

CHANGES IN SERVICES

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

PROJECT ADMINISTRATION AND PROJECT MANAGEMENT

The MAG Project Manager is Jason Howard, GIS Program Manager, for the On-Call Consultant Services for Data and Geographic Information Systems Support, who will provide general direction as necessary and who will be responsible for decisions pertaining to work under the contract.

PAYMENT

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

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

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

INVOICING REQUIREMENTS

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

Maricopa Association of Governments
Attention: Accounts Payable
302 North 1st Avenue, Suite 300
Phoenix, AZ 85003

ADMINISTRATIVE REQUIREMENTS

1. The consultant agrees and understands that the Data and Geographic Information Systems Support On-Call Contract shall not be construed as an exclusive arrangement and further agrees that MAG may secure similar services with other contracted sources at any time in conjunction with, or in replacement of, the proposed services.
 2. The basis for payment to the consultant for services rendered shall be based on the negotiated scope of services, budget, approved rate schedule for the prime consultant and/or any subconsultants, and fee.
 3. An audit examination of the consultant's records may be required.
 4. During project execution, a progress report shall be submitted along with the invoice within ten (10) working days after the end of each month until the final report is submitted. Each report should include a comprehensive narrative of the activities performed during the month, an estimated percent completed for each project task, monthly and cumulative costs by task, activities of any subconsultants, payments to any subconsultants, and a discussion of any notable issues or problems being addressed.
 5. Each consultant selected must document any potential conflicts of interest during the contract period. A conflict of interest shall be cause for terminating a contract. A potential conflict of interest includes, but is not limited to, the following:
 - a. Accepting an assignment where duty to the client would conflict with the consultant's personal interest or the interest of another client.
 - b. Performing work for a client or having an interest which conflicts with this contract.
 - c. Employing personnel who worked for MAG or on
 - e. of its member agencies within the past three (3) years.
- MAG shall be the final determining body as to whether a conflict of interest exists.
6. MAG, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259). Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all consultants that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit SOQs in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Any contract resulting from this RFQ shall contain Title VI compliance language as specified in Appendix D of this RFQ.
 7. The consultants selected shall be required to comply with MAG insurance requirements, which may include Workmen's Compensation, Architects and Engineers Professional Liability insurance, Commercial General Liability insurance, Business Automobile Liability insurance, and Valuable Papers insurance.
 8. Small and Minority Business and Women's Business Enterprises.
 - a. It is MAG's policy, as a federally assisted agency, to encourage small and minority businesses and women's business enterprises to submit proposals.
 - b. State whether the primary consultant firm or any sub-consultants are a small or minority business or a woman's business enterprise.

APPENDIX A - ARIZONA ADMINISTRATIVE CODE R4-30-301

CH. 30

BOARD OF TECHNICAL REGISTRATION

R4-30-301

ARTICLE 3. REGULATORY PROVISION

R4-30-301. Rules of Professional Conduct

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

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

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

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

COMPLIANCE WITH RULES OF PROFESSIONAL CONDUCT CERTIFICATION

_____ shall comply with, in all respects, the rules of
(Name of Consulting Firm)

professional conduct set forth in A.A.C. R4-30-301.

(Signature)

(Print Name)

(Title)

(Date)

APPENDIX B - PROPOSER'S REGISTRATION FORM

Consultants proposing as prime contractors or subcontractors on Maricopa Association of Governments' (MAG) projects are required to be registered. **Please 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 _____

Mailing Address: _____

City, State, ZIP _____

Telephone Number _____ Fax Number: _____

E-mail address: _____

Web address: _____ Year firm was established _____

Is this firm a prime consultant? Yes No

Is this firm a sub-consultant? Yes No

If so, Identify specialty: _____

Is this firm a certified DBE? Yes No

If so, by whom? _____

Is this firm currently debarred? Yes No

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

2. FINANCIAL INFORMATION

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

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

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

Name, Title

Date

APPENDIX C - DEBARMENT/SUSPENSION CERTIFICATION

STATE OF)

SS.)

COUNTY OF)

I, _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to the law of my oath depose and say that:

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

1. Proposer certifies to the best of its knowledge and belief, that it and its principals, including its first tier subcontractors: (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; © 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 subcontractors 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 © 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 subcontractors, 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 subconstitlants or lower tier participants, is unable to certify to the statements within paragraphs 1, 2, and 3 above, the Proposer shall indicate so on its Signature Page.
5. The Proposer further certifies that their firm is not currently debarred, suspended, or proposed for debarment or suspension by the State of Arizona, or any subdivision thereof.

6. Proposer agrees to notify MAG of any change in the status or facts certified above, should one occur, until such time as the Contract is actually executed by MAG, and thereafter during performance of the Contract.

Dated: _____

Signature of Proposer

Printed/Typed Name of Proposer

Corporate seal (if applicable)

Sworn to before me this ____ day of _____, 2012, in the County of _____,

State of _____

Notary Public

APPENDIX D - TITLE VI AGREEMENT/CONTRACT REQUIREMENTS

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

1. **Compliance with Regulations:** The contractor 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 contractor, 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 subcontractors, including procurements of materials and leases of equipment. The contractor 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 Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor'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 contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor 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 contractor'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 contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Arizona Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arizona Department of Transportation to enter into such litigation to protect the interests of the Arizona Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E - PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES – COMMITMENT, COMPLIANCE AND REPORTING

1. 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.

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. MAG has adopted ADOT's DBE program and will ensure compliance 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:

- a. Ensure nondiscrimination in the award and administration of federally-funded contracts;
 - b. Create a level playing field on which DBEs can compete fairly for federally-funded contracts;
 - c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 - d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility requirements are counted as DBEs;
 - e. Help remove barriers to the participation of DBEs in federally-funded contracts; and
 - f. Assist in the development of firms that can compete successfully in the marketplace.
2. **DBE GOAL/COMMITMENT AND DOCUMENTATION:**

This contract has been assessed as race neutral.

- a. The CONSULTANT is required to adhere to the DBE goal/commitment made to utilize certified DBEs as indicated in the firm's Request for Proposals (RFP)/Request for Qualifications (RFQ) or the CONSULTANT and Subconsultant DBE Affidavits (APPENDIX G and APPENDIX H) submitted, or subsequently agreed to by the STATE and MAG during negotiations. The STATE, at its discretion on a case-by-case basis, may waive the above limitations.
 - b. The CONSULTANT is also required to utilize DBEs at or above the DBE goal established in this CONTRACT if Contract Modifications increase the value of the CONTRACT. 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 as Contract Modifications increase the value of the contract, ADOT reserves the right to disapprove the Contract Modification negotiations with the firm. MAG and ADOT Civil Rights Office will analyze the submittal to determine if in fact good faith efforts have been demonstrated consistent with ADOT procedures and the Federal regulations, 49 CFR 26, Appendix A (attached).
3. **COMPLIANCE:**
- a. This CONTRACT is subject to DBE compliance tracking for the CONSULTANT and its Subconsultants. Lower-tier Subconsultants and Vendors are required to provide any requested DBE CONTRACT compliance-related data in hard copy or electronically as determined by the STATE, including written agreements between the CONSULTANT and Subconsultant DBEs. The CONSULTANT shall report the amount earned by and paid to each DBE and Non-DBE Subconsultants working on the project for the preceding month on each monthly Progress Payment Report. The CONSULTANT is responsible for ensuring that the CONSULTANT and all its

Subconsultants and lower-tier Subconsultants have completed all requested items and that their contact information is accurate and up-to-date.

- b. The CONSULTANT'S achievement of the DBE goal is measured by actual payments made to the DBEs. At the completion of the project, the CONSULTANT shall complete and submit a Certification of Payments to DBE Firms affidavit for each DBE firm working on the project. This affidavit shall be signed by the CONSULTANT and the relevant DBE Subconsultant and submitted to MAG and CRO.

4. **REPORTING AND SANCTIONS:**

- a. ADOT and MAG are required to collect DBE participation data on all Federal-aid projects, whether or not there is a stated DBE goal/commitment on this CONTRACT. Therefore, the CONSULTANT shall report the monthly payments made to all DBE, Non-DBE Subconsultants and Direct Expense Vendors, including all lower-tier Subconsultants, for labor, equipment, and materials. If the CONSULTANT and its Subconsultants do not provide all required DBE usage and payment information with the monthly Progress Payment Reports (PRs) submittals for the preceding month, the STATE shall request that MAG deduct \$1,000 for each delinquent report, whether from the CONSULTANT or any of its Subconsultants, from the progress payment for the current month, not as a penalty but as liquidated damages. If by the following month, the required DBE payment information for the previous month has still not been provided, the STATE shall request that MAG deduct an additional \$1,000 for each delinquent report. Such deductions shall continue for each subsequent month that the CONSULTANT or its Subconsultants fail to provide the required payment information.

- b. DBEs shall confirm the payments received from the CONSULTANT through CRO'S DBE Contract & Labor Compliance Management System (DBE System).

- c. After execution of this CONTRACT and before the first Payment Report/Invoice is submitted to MAG, the CONSULTANT is required to log into the CRO'S online DBE Contract & Labor Compliance Management System (<https://arizonalpa.dbesystem.com>) and enter the name, contact information, and subcontract amounts for all Subconsultants, lower-tier Subconsultants and Direct Expense vendors performing any work on the project to help ADOT track payments to DBE and Non-DBE Subconsultants on the project and to confirm that the scope of services and commitments made via the DBE Intended Participation Affidavits are being met.

- d. All DBE and non-DBE subcontracting activities and payments shall be reported by the CONSULTANT. All DBE subcontracting activities will be counted toward DBE participation. This includes lower-tiers subcontracting activities regardless of whether or not the DBE is under contract with another DBE.

5. At the completion of this CONTRACT, the CONSULTANT shall submit a Certificate of Payment Affidavit certifying that all DBEs were paid in full for material and/or work promised and performed under the terms of this CONTRACT.

6. **DBE SUBSTITUTION OR REPLACEMENT:**

- a. The CONSULTANT shall not terminate a DBE Subconsultant listed in the RFP/RFQ response or the CONSULTANT or Subconsultant DBE Affidavit submitted with each approved Task Order for on-call contracts without the prior written approval by the STATE and MAG.

- 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 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.

7. MAG, at its sole discretion, may terminate the CONTRACT at any time if MAG determines that the CONSULTANT is not satisfactorily meeting the DBE goal/commitment stated in the CONTRACT or is not making satisfactory good faith efforts to meet the goal.

4.48 COUNTING DBE PARTICIPATION

In counting the DBE participation, ADOT shall apply the rules in 49 CFR §26.55 (see APPENDIX F) as a supplement herein. The firm shall count only the value of the work actually performed by the DBE toward DBE goals.

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

Appendix F- 49 CFR Part 26, - Guidance Concerning Good Faith Efforts

1. 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.
2. 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.
3. 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.
4. 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. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 2. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the

bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- e. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
1. 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.

Appendix B to Part 26 -- Forms [Reserved]

Appendix H - SUBCONSULTANT DBE PARTICIPATION FORM AFFIDAVIT

To be completed by the DBE subcontractor

MAG Project Name: _____

Date: _____

Name of Prime Consultant _____

Name of the DBE Subconsultant _____

* DBE Tier Subconsultant Name: _____

Subcontracted by: _____

* Tier Subconsultant refers to any subconsultant that is contracted by 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 Proposal.

LIST ALL FULL AND PARTIAL SERVICES TO BE PROVIDED BY THE ABOVE NAMED DBE FIRM (Partial services must be explained. Use additional sheets if needed.)	
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 to another DBE firm and/or ___% to another Non-DBE firm.

Name of other DBE 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: _____