

**REQUEST FOR QUALIFICATIONS
CONSULTING SERVICES FOR
TRAVEL SURVEY – DATA APPLICATION ON-CALL
FY 2014**



January 30, 2014

Repost

TABLE OF CONTENTS

PUBLIC NOTICE	i
SCOPE OF SERVICES	1
STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS AND CONTENT.....	10
STATEMENT OF QUALIFICATIONS (SOQ) DELIVERY AND OPENING.....	13
PHASE 1 - STATEMENT OF QUALIFICATIONS EVALUATION AND SELECTION PROCESS	14
PHASE 2 - QUALIFICATIONS MATRIX AND CONTRACT	16
PHASE 3 - PROJECT INITIATION	17
ADMINISTRATIVE REQUIREMENTS.....	19
APPENDIX A - ARIZONA ADMINISTRATIVE CODE R4-30-301	21
APPENDIX B - PROPOSER'S INFORMATION FORM.....	24
APPENDIX C - DEBARMENT/SUSPENSION CERTIFICATION	25
APPENDIX D - TITLE VI AGREEMENT/CONTRACT REQUIREMENTS.....	27
APPENDIX E - DISADVANTAGED BUSINESS ENTERPRISE.....	29
APPENDIX F - DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION OF PAYMENT	38

PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS

ON-CALL CONSULTANT SERVICES FOR

TRAVEL SURVEY – DATA APPLICATION ON-CALL

Maricopa Association of Governments (MAG) is seeking a Statement of Qualifications (SOQ) from qualified consultants capable of providing professional services in the area of Travel Surveys and Travel Data Applications for Transportation Modeling and Transportation System Analysis 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.”

SOQs will be accepted until 2 PM MST (Mountain Standard Time) on February 28, 2014, at MAG, 302 North First Avenue, Suite 200, Phoenix, AZ 85003.

SCOPE OF SERVICES

Introduction

The purpose of this Request for Qualifications (RFQ) is to solicit Statement of Qualifications (SOQ) from consultants to participate in forming an On-Call list to provide Maricopa Association of Governments (MAG) with specialized services in the area of Travel Surveys and Travel Data Applications for Transportation Modeling and Transportation System Analysis. The duration of the On-Call list will be thirty six (36) months. The total amount available under each Task Order issued to qualified, approved consultant(s) under this RFQ will vary depending on the desired services.

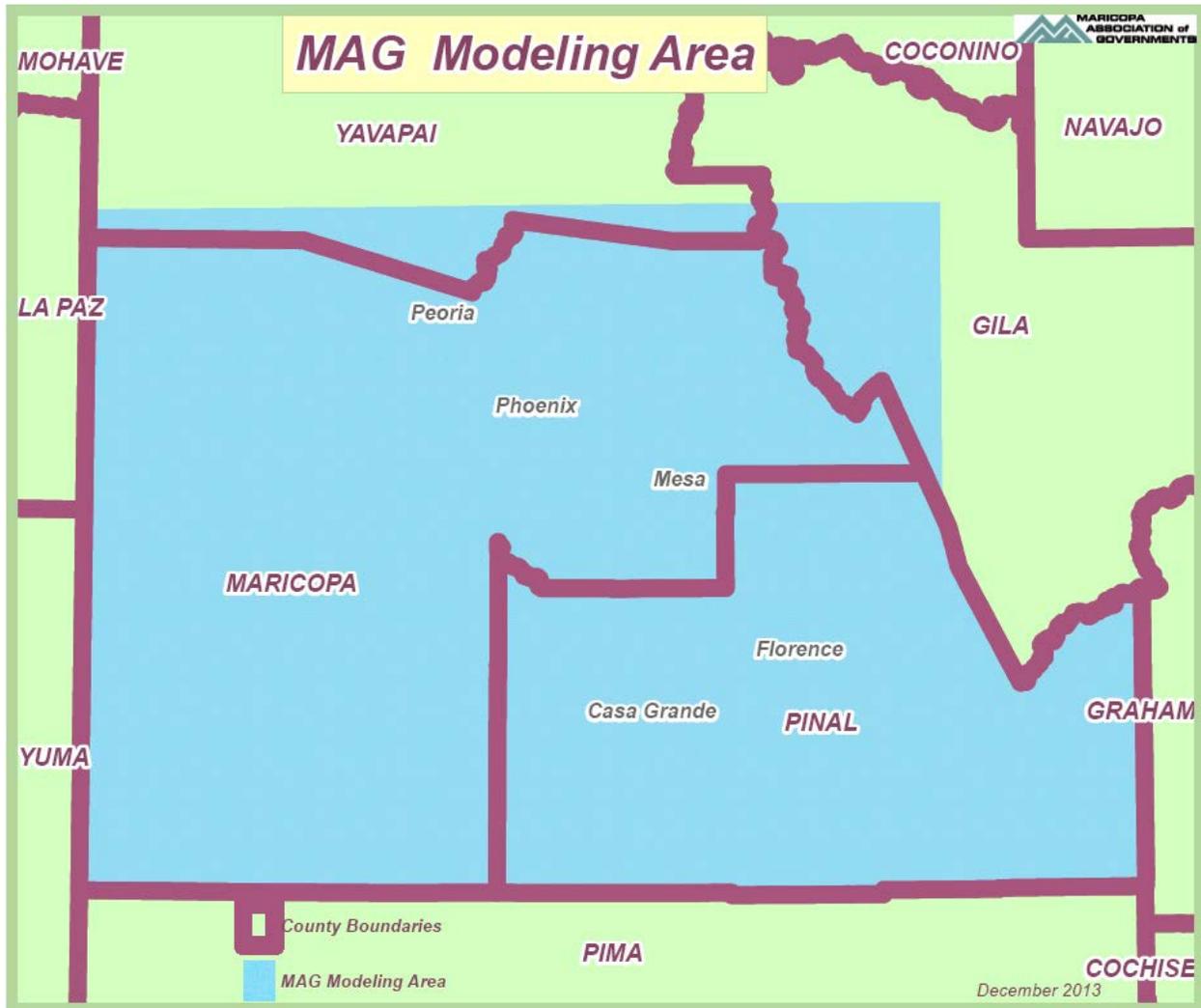
Background

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 the contiguous urbanized area, the Gila River Indian Community, the Salt River Pima Maricopa Indian Community, Fort McDowell Yavapai Nation, Maricopa and Pinal Counties, 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 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.

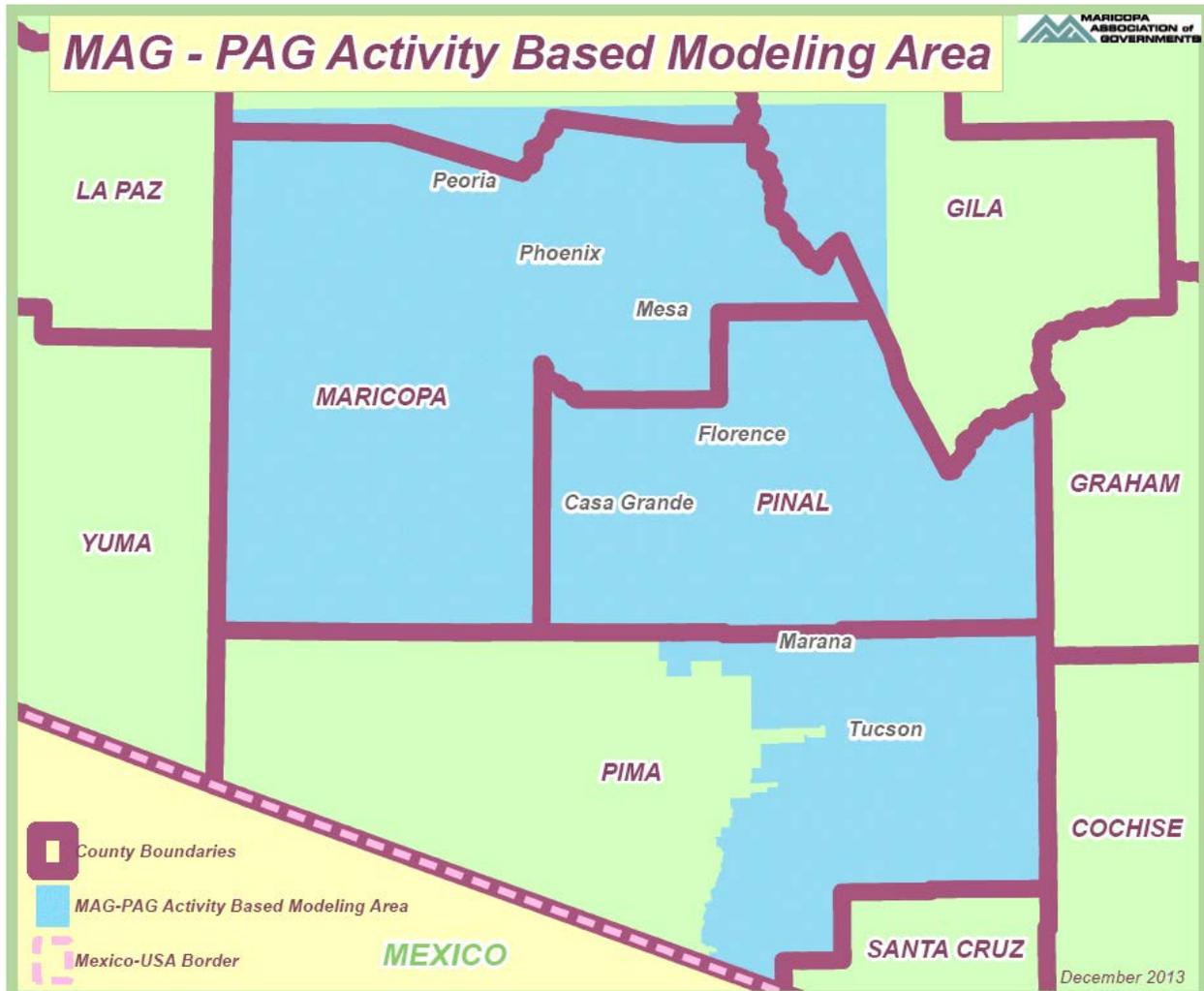
MAG develops and maintains a number of transportation modeling tools required for regional planning processes, air quality conformity analyses and technical support for planning and engineering needs of MAG member agencies and regional transportation planning community. The transportation models as well as quantitative analyses of the regional transportation system are based on numerous transportation data sets that MAG collects and maintains. Travel demand information constitutes one of the main components required for the models development and update and is regularly collected by MAG through household travel surveys, establishment surveys, special trip generator surveys and other specialized data collection exercises. MAG maintains state-of-the-practice four step trip-based travel forecasting model. MAG is also in the process of development a mega-region Activity-Based Model (ABM) in cooperation with the Pima Association of Governments. Modeling areas for the trip-based and activity-based models are shown on Figure 1 and Figure 2. MAG ABM constitutes a next generation of the CT-RAMP family of the activity-based models. Several of the innovations in the model design reflect the importance of non-residential establishment characteristics for the travelers' socio-economic activity planning. For example, characteristics of various planned special events (e.g. sporting events) often determine daily activity scheduling for the patrons of the events. This approach balances deficiencies associated with traditional modeling from predominantly residential side. Daily activities or daily travel tours traditionally are determined by socio-economic characteristics of households and are not affected by constrains imposed from establishments' side. It is important to relax corresponding modeling assumptions especially in the micro-simulation environment of the activity-based models. As a result, information about non-residential establishments and its associated travel become much more important. This project is designed to conduct establishment and residential household surveys within the same time frame in order to maintain compatibility of the establishment and residential data collected through the surveys. The possibility of initiating and maintaining a small panel survey will be explored as well during the survey planning stage.

Fig. 1 MAG Four Step Model Modeling Area



As part of the Project, the selected CONSULTANT(s) will be requested to conduct a full spectrum of activities relevant to regional travel data collection, including but not limited to survey planning and design, surveys management, public outreach, field data collections, development and implementation of relevant software, quality control and quality assurance procedures. The selected CONSULTANT(s) may be requested to utilize collected data for modeling and analytical purposes, perform data management tasks and develop, update and maintain various relevant analytical tools. All procedures that are employed for obtaining tasks deliverables should be thoroughly documented. MAG staff should be able to replicate all developed procedures and results for the purposes of quality control and in order to familiarize MAG staff with the developments. All deliverables and related information, including data and software, shall become the property of MAG.

Fig. 2 MAG Activity-Based Model Modeling Area



All technologies, software and programming languages used for the various tasks shall be agreed upon in advance.

A multijurisdictional Technical Advisory Group will be organized to pre-qualify consultants, oversee project execution and facilitate cooperation with MAG stakeholders on issues related to the surveys' preparation and surveys' conduct.

Goals and Objectives

The main goal of this Project is to collect regional travel survey data from residential households and non-residential establishments within the same time frame. Residential travel data collection is envisioned as a GPS-based prompted recall household travel survey. Non-residential travel data collection will be collected by conducting an establishment survey. Survey methods will be further explored and defined during the surveys planning stage. Both surveys are driven by the necessity to update MAG regional travel forecasting models as well as provide data for transportation system analysis and planning purposes. There are many components to each of the surveys that will have to be closely coordinated and synchronized at all stages of the surveys planning, preparation and execution. MAG modeling needs will provide a common reference for the development of survey instruments, sample design and timing of the surveys. The Project objectives are the following:

1. Prepare the MAG regional travel surveys by the first quarter of the 2015 calendar year, including survey planning, survey design, and sampling frame design. Develop survey instruments and conduct pilot surveys or pre-tests in the 2014-2015 calendar years.
2. Conduct main field data collection and certain data processing (geocoding, some quality control processing) for the 2015-2016 calendar years.
3. Complete survey data analysis quality control procedures, data imputations and other data cleaning/data management work for the 2016–2017 calendar years. Complete survey data weighting and expansion and analytical reports for the 2016-2017 calendar years.

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 Travel Survey – Data Application 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. All technologies, software and programming languages used for the various tasks shall be agreed upon in advance.

REQUIRED CONSULTING SERVICES AND ANTICIPATED PROJECTS

A. **Area of Expertise: Regional Travel Surveys**

The CONSULTANT(s) will work on tasks related to preparation, execution and analysis of regional travel surveys, including regional household travel survey and regional establishment survey as well as relevant data purchases. At least one of the following areas of expertise is required for qualification in the area A:

1. Expertise in planning, design, field implementation, data collection, data preparation, data management, and data analysis for the large regional household travel surveys of at least a few thousand households sample size. The regional travel survey will collect information about socio-economic and demographic characteristics of the regional population in the context of regional travel. The main purpose of the survey is to collect data necessary for the subsequent travel demand models update, including MAG regional ABM. The survey area should include the ABM modeling area as per Fig. 2. Geographic stratification within the sample will be determined at the survey planning stage. Pima Association of Governments (PAG) has collaborated with MAG in development of the ABM. Future PAG participation in the survey and corresponding sample size for the PAG region will be determined at the survey planning stage. Stratified sampling should reflect special population groups such as minorities, transit users and any other strata that will be identified through the survey planning and design. Survey methods should reflect specifics of the pre-defined population strata. 100% GPS-based prompted recall surveys are envisioned at this stage, at least for the core survey data collection. Some variation in methods might be required for the hard-to-reach population stratum. Preliminary total sample size is established between seven and ten thousand households. Contractual number of completed household records and completion criteria will be determined through contractual negotiations. For the purposes of the MAG ABM development a minimum of seven thousand completed household interviews is required with a strong preference for a larger number of completed interviews. Latest experiences and advances in GPS-based surveys should be considered and utilized where appropriate in the survey design and planning. This should include address based sampling frames, GPS survey units and/or other GPS-enabled devices, including consumer and professional grade devices, tablet-based intercept surveys software, web-based survey software and other relevant technological developments where applicable. Innovative methods for hard-to-reach populations, innovative data collection and processing, innovative quality control and quality assurance procedures that contribute to improved survey results are encouraged. The ability to closely work with MAG staff under the supervision of MAG project manager is required. Coordinating with MAG consultants performing other data collection or modeling tasks is also essential. Examples of tasks where such coordination with MAG and MAG consultants will be critical include survey planning, development of the survey instrument, data collection schedules, and locations coordination between different consulting teams, flexibility to make reasonable adjustments to survey schedules or execution procedures that might be required in order to improve overall data quality or ensure lower costs of data collection. MAG staff is normally closely involved in MAG field data collections including quality control, quality assurance and project management / project coordination roles. This approach allowed MAG to deliver high quality data for large scale complex regional travel surveys. MAG staff normally performs daily evaluations of the survey progress, especially field data collection tasks and provides feedback to consultant for a prompt action.
2. Expertise in planning, design, field implementation, data collection, data preparation, data management and data analysis for large scale regional establishment surveys. MAG Regional Establishment Survey will be designed to collect information on travel generated by various types of non-residential establishments in the region, including information on

trips to and from establishments, possibly previous daily travel patterns, socio-economic characteristics of the travelers and economic information about establishments. MAG has recently completed a regional airports survey and a major university survey. For that reason, the airports and Arizona State University might be excluded from the 2015-2016 data collections. MAG also completed a large scale regional special events survey in 2010. All of these surveys provide valuable insight into regional specifics and demonstrate the applicability of innovative methods of data collection and processing and build on the innovative survey instruments. Detailed reference information about previous MAG travel surveys can be found in the reports published on MAG website at <http://www.azmag.gov/Projects/Project.asp?CMSID2=1137&MID=Transportation>.

Preliminary total sample size is established between one and two thousand establishments. Contractual number of completed establishment records and completion criteria will be determined through contractual negotiations with consultants. Establishment surveys prove to be challenging data collection exercises both in MAG region and across the nation. MAG will look for innovative approaches and procedures that would help to increase recruitment and response rates. A number of data collection efforts under the umbrella of establishment surveys will require multiple task orders. Coordination between consultant teams under the overall MAG project management and guidance will be essential for each project's success.

Planning and design of the establishment surveys will be tailored to the future needs of passenger and goods movement forecasting at MAG. Close coordination with MAG staff and MAG consultants involved in the development of the models will be required. Exact sample stratification and classification of the establishments will be determined during survey planning, however consultants are encouraged to be as specific as possible in outlining their previous experiences or proposed approaches to establishment classifications for sample stratification purposes and corresponding survey methods.

A number of data collection exercises will be conducted under the establishment survey umbrella due to the heterogeneous nature of establishments and establishment activities. In particular, components of the establishment survey will include efforts designed for capturing information pertaining to goods and services movement. Commodity flow survey, commercial vehicles survey and/or truck survey field data collections and purchases of commercially available data will constitute an important part of the establishment survey efforts. Various survey methods might be selected for different parts of the establishment survey, such as mail out, intercept surveys, web-based surveys, etc. Exact structure of the MAG establishment survey will be determined through the relevant survey planning task orders.

Some of the tasks related to the establishment data collection can involve data purchase from commercial vendors required for survey sampling frame development, data and model validation as a more cost-effective alternative to field data collection. Examples of the commercial data purchases can include various lists of establishments, contact information required for the sample preparation, GPS truck travel data, origin-destination cell phone data, speed data, etc. Consultants are encouraged to consider acceptable data purchase alternatives to traditional field data collections where applicable and provide examples in the SOQs.

3. Expertise in panel surveys. A small panel survey may be needed to support medium and long-term choice models in the ABM or analyze long-term changes in travel behavior. This possibility will be investigated as a part of the overall On-Call surveys planning and design.

4. Expertise in commercial collection, preparation and distribution of the relevant socio-economic, demographic, administrative and travel information. This expertise will be required for commercial data vendors and consultants in order to collect, package and provide data required for sample preparation (such as databases of non-residential establishments, residential addresses, etc.), survey or model validation and calibration (such as cell phone origin-destination data, Bluetooth data, path and trajectory GPS data), survey quality control and data imputation and various other analytical purposes.

Proposers interested in submitting statements of qualifications for the area of expertise A should clearly list their previous relevant experiences with corresponding references, if any. Preference will be given to consultants with verifiable experience with GPS-based regional travel surveys or region-wide establishment surveys with comparable sample sizes. SOQs should outline envisioned survey methodology or have a comparison of a few proposed alternative approaches as a starting point for the survey planning. Consultants are encouraged to make specific actionable suggestions based on relevant experience in data collection and application for transportation models calibration and estimation regarding sampling frame, survey methods, survey timing and duration (number of days for which information is collected, seasonality) and approaches for hard-to-reach population groups. The consultants are requested to outline in clear tabulated forms information about previous surveys with their direct involvement that can be made available to MAG without any usage restrictions. If possible, the information should include survey year, client information, survey duration, number of days for which survey data was collected (e.g. a one or a two days survey), general purposes (model development, marketing, etc.), collected sample size and sample stratification, recruitment and response rates, percent completed interviews and completion criteria, survey methods, example survey instruments, what permanent and temporary staff resources and facilities were utilized, costs per completed interview (in US dollars or other convertible currency for international surveys), what was on-site availability of the consultant project manager (e.g. percent of time or for what tasks). Commercial data vendors should outline their main products and experience in applying their data for the purposes of regional travel surveys planning, design, field implementation and survey data processing.

B. Area of Expertise: Data Application, Data Analysis and Model Development

The CONSULTANT(s) will work as a part of larger team in ensuring that modeling requirements are addressed during survey planning and design. The consultant will participate in developing survey instruments, determining sample sizes, survey timing and duration, sample stratification and data collection methods. The consultant will work on tasks related to regional travel patterns analysis, transportation models update and development, transportation models estimation, calibration, and application. The survey data might be used in data application procedures in order to provide timely feedback to the survey planning and survey data collection processes. Some of the model developments will be initiated in parallel with the ongoing data collections or survey data processing.

At least one of the following expertise is required for qualification in the area B:

1. Expertise in development, estimation, calibration and validation of activity-based models for large metropolitan areas. This expertise will be required for identification of the future modeling needs, required sample sizes and stratifications, survey instrument design and quality control procedures. It also will be required for the subsequent application of surveys data for transportation models development.
2. Expertise in the analysis and visualization of large travel surveys data sets for the purposes of activity-based models development, quality control, data imputations, and regional travel demand analysis. Some of the tasks will require expeditious ongoing data processing and analysis in parallel with ongoing data collections in order to provide timely feedback to data collection teams.

Consultants applying for qualification under the area of expertise B are expected to demonstrate modeling and data analysis expertise outlined above in specific projects and applications with verifiable references. Consultants are encouraged to be as specific as possible in describing previous experiences preferably in a clear tabulated form with mentioning of the information about previous work with their direct involvement that can be made available to MAG without any usage restrictions. If possible, the information should include project dates, client information, consultant project manager and technical leads if different, budget of the project and/or size of the relevant regional model or surveys.

C. Area of Expertise: Traffic and infrastructure data collection and data management

Traffic data collections will be required for the purposes of surveys and models validation and under certain circumstances for data expansion purposes. Vehicular and people counts will be conducted as a part of the establishment survey and as standalone data collections. The CONSULTANT(s) will work on collecting volume and classification counts. Speed and volume data and relevant data products will be also purchased from commercial data vendors.

Consultants should clearly specify proposed availability of key personnel throughout the project effort in areas of expertise included in the SOQ.

Anticipated Projects:

The overall goal is to complete MAG regional household and establishment surveys on time and budget. Selection of consultants from the pool of pre-qualified consultants for large projects might require additional consultants' evaluation by a multijurisdictional technical advisory group and subsequent approval of the selection by MAG Regional Council Committees. The following section provides a sample of the types of projects for which MAG may require assistance for illustrative purposes only. The list below is by no means comprehensive and projects are not mutually exclusive. Certain task orders may have overlapping areas for the purposes of task(s) coordination, quality control or development of alternative approaches. Projects below might be split into different task orders, merged together or cancelled.

1. MAG household travel survey planning and design.
2. MAG regional workplace and establishment survey planning and design.
3. Collection of employer information and preparation of sampling frame for the MAG regional establishment survey.
4. Development of survey instruments for the regional household survey.
5. MAG regional household survey data collection.
6. Conduct of intercept establishment surveys.
7. Person and vehicle counts for the purposes of establishment surveys.
8. Survey of employees and visitors for the MAG regional establishment survey.
9. Traffic volume and classification counts data collection.
10. Public outreach for the MAG regional establishment survey.
11. Conduct of the MAG regional travel survey for hard-to-reach populations with an emphasis on Latino households.
12. Advance letter preparation and distribution for the MAG regional household travel survey.
13. MAG commercial vehicles pre-test survey conduct.
14. Development of the origin-destination data for the regional surveys conduct and data collection, including different survey methods such as intercept surveys.
15. Implementation of quality control and quality assurance procedures for the MAG household travel survey data collection.
16. MAG regional household travel survey data expansion and analysis.
17. MAG regional household travel survey data analysis and processing, including geocoding, data cleaning, survey data management, and statistical GPS data processing.
18. Report writing and technical documentation preparation.

DBE GOAL/COMMITMENT AND DOCUMENTATION:

This contract has been assessed as race neutral. The Arizona Department of Transportation (ADOT) has not established a DBE participation goal on this contract. Consultants are still encouraged to employ reasonable means to obtain DBE participation. The Proposer is notified that record keeping is required by the ADOT so it can track DBE participation where only race neutral efforts are employed. DBE Participation Affidavit forms are NOT required for race neutral projects. All payment reporting requirements apply to race neutral contracts and Certification of Payments forms (Appendix F) will be required if DBEs are used on race neutral contracts.

STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS AND CONTENT

It is required that the SOQ include the following items in the same order as they are listed below. Failure to provide the requested information may result in rejection of the SOQ. Brief and concise submittals are encouraged. The total number of pages must not exceed 60, entirely on letter size (8.5 x 11 inches), excluding the resumes, the cover letter, tabs, and appendices. Blank pages are not included in the total page count. The outside packaging of the submittal must be clearly marked with the Project Title, the SOQ Due Date, and the Proposer's name.

1. **Identification.** A title sheet or equivalent which includes:
 - a. The title of this solicitation.
 - b. Proposer's name and business address.
 - c. The name, title, mailing address, and telephone and fax numbers of the principal contact.
2. **Table of Contents.**
3. **Organization and Approach.** A brief statement describing the CONSULTANT's organization and outlining its approach to completing the work required for the range of projects included in this solicitation. This statement should briefly illustrate the CONSULTANT's overall understanding of specific areas of expertise as well as the anticipated projects listed.
4. **Background of Firm.** Background information regarding CONSULTANT, including:
 - a. Number of employees (by type of professional expertise and managerial role in the company).
 - b. Length of time the CONSULTANT has been in business.
 - c. Number of affiliated offices (if applicable).
5. **Range of Services Offered.** Identification of the specific services that the CONSULTANT is qualified in and plans to provide to MAG. Related services may be offered in addition to those referenced above in the Section titled "REQUIRED CONSULTING SERVICES AND ANTICIPATED PROJECTS." The CONSULTANT does not have to submit a response to all the required areas of expertise and anticipated projects listed to be favorably considered. This information must be provided in a spreadsheet format, clearly identifying the firm's role and the role of Subconsultants and anticipation of DBE participation if applicable. Therefore, all SOQs should include sufficient personnel resources for carrying out all types of anticipated work in each area of expertise offered.
6. **Recent Examples.** 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 areas of expertise identified in item five (5). This information must be provided in a spreadsheet or tabular format with Subconsultants listed separately. Project managers on assignments that involve traffic engineering elements must be a currently registered engineer in Arizona.
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 Proposer believes would be useful to MAG in evaluating the Proposer's SOQ.
12. **Rules of Professional Conduct Certification Statement.** A signed statement, located on the last page of Appendix A, certifying that CONSULTANT will comply with, in all respects, the rules of professional conduct set forth in A.A.C. R4-30-301 (Appendix A), which is the official compilation of Administrative Rules and Regulations for the State of Arizona.
13. **Information Form.** A completed Proposer's Information Form (Appendix B). If applicable, completed Proposer's Information Form for each Subconsultant proposed for this project.

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

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
- b. The CONSULTANT will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- c. The CONSULTANT has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.

- d. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the CONSULTANT may be debarred.
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.
17. 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 2:00 PM Mountain Standard Time (MST), February 28, 2014 to the following address:

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

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

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

Any questions regarding this Request for Qualifications should be submitted in writing to Vladimir Livshits, System Analysis Program Manager by fax at (602) 254-6490; or by email at vlivshits@azmag.gov not later than eight (8) working days prior to the closing date of February 28, 2014. 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 February 28, 2014. 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. Proposer should clearly identify the principal people who worked on past projects and the amount of time they devoted to the work effort.
 - e. Availability of key personnel throughout the project effort.
 - f. Ability and commitment to deliver required products and services, meet all deadlines for submitting associated work products, and ensure quality control.
 - g. Recognition of work priorities and flexibility to deal with change and contingencies.
2. **References.** As part of its final selection, MAG reserves the right to contact a reasonable number of references from among those provided by the Proposer.
3. As provided by Arizona Administrative Code R2-7-101, discussions may be conducted with Proposers who submit SOQs determined likely to be selected for inclusion in the Travel Survey – Data Application 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 Travel Survey – Data Application 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).
6. 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.

PHASE 2 - QUALIFICATIONS MATRIX AND CONTRACT

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

PHASE 3 - PROJECT INITIATION

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

VENDOR INFORMATION

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

PERFORMANCE STANDARDS

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

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

CONSULTANT SELECTION FROM MULTIPLE CONTRACTS

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

Experience of the CONSULTANT, qualifications, education, and experience of the staff will be the criteria used to make a determination as to which Consultants will be contacted for consideration to perform

required services. Each Consultant contacted will have the opportunity to indicate their availability and prepare a staffing plan and detailed approach for the desired work assignment. If substitution of staff is required after commencement of assignment, replacement must possess comparable qualifications and must receive prior written approval from MAG.

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

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

The consultant selection process for all projects that are estimated to exceed \$100,000 in total cost will include detailed technical proposals from at least three (3) qualified consultants listed on the Travel Survey – Data Application 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 Dr. Vladimir Livshits, for the On-Call Consultant Services for Travel Survey – Data Application On-Call, who will provide general direction as necessary and who will be responsible for decisions pertaining to work under the contract.

PAYMENT

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

Progress reports and invoices shall be submitted according to intervals specified in the final Consultant contract or Task Order for reimbursement of costs incurred in conformance with the project budget. The progress reports shall document services by each work task, the hours worked, 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 First Avenue, Suite 200
Phoenix, AZ 85003

ADMINISTRATIVE REQUIREMENTS

1. The CONSULTANT agrees and understands that the Travel Survey – Data Application 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 one of its member agencies within the past three (3) years.

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

6. 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 SFQs 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 Workers' 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 Subconsultants are a small or minority business or a woman's business enterprise.
9. Disadvantaged Business Enterprise (DBE): MAG has adopted ADOT's DBE program and will ensure compliance with 49 CFR Part 26. (see Appendix E for DBE program requirements).

ADOT and MAG is required to collect data on DBE and non DBE participation to report to FHWA on Federal aid projects. The selected CONSULTANT is notified that such record keeping is required by ADOT for tracking DBE participation. The selected CONSULTANT shall provide all such required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the web based payment tracking system <https://arizonalpa.dbesystem.com/>.

Subconsultants and lower-tier(s) of Subconsultants agree to fully comply with the Federal aid contract provisions which are hereby fully incorporated into and made part of this subcontract. Subconsultants shall include these required contract provisions in all its lower-tier subcontracts.

10. Certification of Payments to DBE Firms (if applicable): The CONSULTANT shall submit at the completion of the project the "Certification of Payments to DBE Firms" affidavit for each DBE firm working on the project (Appendix F).

APPENDIX A - ARIZONA ADMINISTRATIVE CODE R4-30-301

CH. 30

BOARD OF TECHNICAL REGISTRATION

R4-30-301

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

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

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

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

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

COMPLIANCE WITH RULES OF PROFESSIONAL CONDUCT CERTIFICATION

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

and I _____ as the _____ shall comply with, in all
(Name) (Title)
respects, the rules of professional conduct set forth in A.A.C. R4-30-301.

(Signature)

(Print Name)

(Date)

APPENDIX B - PROPOSER'S INFORMATION FORM

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

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

1. GENERAL INFORMATION:

Name of Firm: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Web address: _____ Year firm was established: _____

Is this firm a prime consultant? Yes _____ No _____

Is this firm a subconsultant? Yes _____ No _____

If so identify specialty: _____

Is this firm a certified DBE? Yes _____ No _____

If so, by whom? _____

Is this firm currently debarred? Yes _____ No _____

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

2. FINANCIAL INFORMATION

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

_____ <\$300,000

_____ \$300,000 - \$599,999

_____ \$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

APPENDIX C - DEBARMENT/SUSPENSION CERTIFICATION

STATE OF)
SS.)
COUNTY OF)

I, _____ of the City of _____, in the County of

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

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

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

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

Dated: _____

Signature of Proposer

Printed/Typed Name of Proposer

Corporate seal (if applicable)

Sworn to before me this _____ day of _____, 2014, in the County of _____,

State of _____

Notary Public

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:

- I. 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.
- II. 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 procurements 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.
- III. Solicitations for Subconsultants, Including Procurements 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 procurements 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.
- IV. 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.
- V. 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.
- VI. 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 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.

- VII. Incorporation of Provisions: The CONSULTANT 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.
- VIII. The CONSULTANT 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 Consultant becomes involved in, or is threatened with, litigation with a Consultant, Subconsultant or supplier as a result of such direction, the CONSULTANT 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 CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E - DISADVANTAGED BUSINESS ENTERPRISE

Arizona Department of Transportation Disadvantaged Business Enterprise Program as Adopted by Maricopa Association of Governments

1.0 Policy:

The Arizona Department of Transportation (hereinafter "ADOT") has established a Disadvantaged Business Enterprise (hereinafter "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 U.S. Department of Transportation (hereinafter "USDOT") and as a condition of receiving this assistance, ADOT has signed an assurance that it will comply with 49 CFR Part 26.

Maricopa Association of Governments (MAG) has adopted ADOT's DBE program and will ensure compliance with 49 CFR Part 26.

It is the policy of ADOT to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of ADOT:

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

Maricopa Association of Governments as a Sub-recipient of Federal financial assistance will administer and manage its contracts from advertising, CONSULTANT selection, negotiation, contract execution, processing payment reports and contract modifications, audits, DBE compliance (e.g., reporting and monitoring) through contract closeout.

2.0 Assurances of Non-Discrimination:

The CONSULTANT, subrecipient, or Sub shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the state deems appropriate. The CONSULTANT, subrecipient, or Subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

1. Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:
 - a. is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
 - b. whose management and daily business operations are controlled by one or more of the

socially and economically disadvantaged individuals who own it.

2. **Socially and Economically Disadvantaged Individuals:** any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
 - a. Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
 - b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. "Women;"
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.
3. **Joint Venture:** an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.
4. **Non-DBE:** any firm that is not a DBE.
5. **RACE-CONSCIOUS:** a measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.
6. **RACE-NEUTRAL:** a measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

4.0 Working with DBEs:

ADOT works with DBEs and assists them in their efforts to participate in Federal-aid contracts. All Proposers should contact the ADOT Civil Rights Office at the address shown below for assistance in their efforts to use DBEs.

Arizona Department of Transportation
Civil Rights Office
1135 North 22nd Avenue (second floor), Mail Drop 154A
Phoenix, AZ 85009
Phone (602) 712-7761
FAX (602) 712-8429

5.0 Applicability:

ADOT has established an overall annual goal for DBE participation on Federal-aid contracts. ADOT intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs where the CONSULTANT uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract, is awarded a subcontract on a project without DBE goals, or is awarded a subcontract from a prime Consultant that did not consider the firm's DBE status.

The CONSULTANT shall meet the goal specified herein with DBEs, or establish that it was unable to meet the goal despite making good faith efforts to do so. Prime CONSULTANTS are encouraged to obtain DBE participation above and beyond any goals that may be set for this project.

The provisions are applicable to all Proposers including DBE Proposers.

6.0 AZ Unified Certification Program (AZUCP)

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

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

7.0 General:

Each CONSULTANT shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Each CONSULTANT shall also designate a full time employee who shall be responsible for the administration of the CONSULTANT's DBE program.

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

8.0 DBE Subconsultant Payment Reporting:

ADOT is required to collect data on DBE and non-DBE participation to report to FHWA on Federal-aid projects. Maricopa Association of Governments will notify the CONSULTANT that such record keeping is required by ADOT for tracking DBE participation.

The CONSULTANT shall submit a report on a monthly basis indicating the amounts earned by and paid to all DBEs and non-DBEs working on the project. In addition, the CONSULTANT shall require that all DBE and non-DBE Subconsultants verify receipt of payment.

The CONSULTANT shall provide all such required information for the current month by the 5th of the

following month. The required information shall be submitted electronically through the ADOT's local public agency web-based payment tracking system.

9.0 Goals:

All Federal-aid projects are assessed for a DBE availability goal. The following language shall be used in Federal-aid contracts to identify if the intended project is classified as race conscious or race neutral. (The following is example language only. Actual goal assessment or race neutral assessment will be indicated in the scope of services.)

This contract has been assessed as race neutral. The Arizona Department of Transportation (ADOT) has not established a DBE participation goal on this contract. Consultants are still encouraged to employ reasonable means to obtain DBE participation. The CONSULTANT is notified that record keeping is required by the ADOT so it can track DBE participation where only race neutral efforts are employed. DBE Participation Affidavit forms are NOT required for race neutral projects. All payment reporting requirements apply to race neutral contracts and Certification of Payments forms will be required if DBEs are used on race neutral contracts.

10.0 Crediting DBE Participation Toward Meeting Goals:

10.01 General Requirements:

Only the value of the work actually performed by the DBE can be credited toward DBE participation. Credit towards the CONSULTANT's DBE goal is given only after the DBE has been paid for the work performed.

The CONSULTANT bears the responsibility to determine whether the DBE possesses the proper CONSULTANT's license(s) to perform the work. If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the CONSULTANT bears the responsibility to immediately request approval to replace the DBE with another DBE and notify the MAG Project Manager and the ADOT Civil Rights Office.

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

A DBE may participate as a prime Consultant, Subconsultant, joint venture partner with either a prime Consultant or a Subconsultant, or as a vendor of materials or supplies. A DBE joint venture partner shall be responsible for a clearly defined portion of the work to be performed, in addition to meeting the requirements for ownership and control.

The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

Where more than one DBE is engaged to perform parts of an item (for example, supply and installation), the total amount payable to the DBEs will not be considered in excess of the prime Consultant's bid amount for that item.

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

If a DBE performs part of an item (for example, installation of materials purchased by a Non-DBE), the DBE credit shall not exceed the lesser of (1) the DBE's contract or (2) the prime Consultant's bid for the item, less a reasonable deduction for the portion performed by the Non-DBE.

When a DBE performs as a partner in a joint venture, only that portion of the total dollar value of the

contract which is clearly and distinctly performed by the DBE's own forces can be credited toward the DBE goal.

The CONSULTANT may credit second-tier subcontracts issued to DBEs by non-DBE Subconsultants. Any second-tier subcontract to a DBE used to meet the goal must meet the requirements of a first-tier DBE subcontract.

All DBE and non-DBE subcontracting activity must be reported by the CONSULTANT and counted toward participation. This includes lower-tier subcontracting regardless of whether or not the DBE is under contract with another DBE.

DBE prime Consultants must meet the DBE participation goal or demonstrate good faith efforts. This is determined by counting the work the DBE has committed to performing with its own forces, as well as the work that it has committed to be performed by DBE Subconsultants and DBE suppliers.

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

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE goal only if the DBE's Subconsultant is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward a DBE goal.

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

11.0 Submission with Proposal:

All Proposers are required to certify in their proposal on the "Disadvantaged Business Enterprise (DBE) Goal Commitment Form" either:

1. The established goal for DBE participation has been met and arrangements have been made at the time of submission with certified DBEs or
2. The Proposer has been unable to meet the goal prior to the submission of the bid and has attached completed "Consultant Certification of Good Faith Efforts".

PROPOSALS SUBMITTED WITH ALTERED, INCOMPLETE, OR UNSIGNED FORMS WILL BE CONSIDERED NON-RESPONSIVE.

Certifications on forms other than those furnished by Maricopa Association of Governments will be considered non-responsive.

12.0 Proposer Meeting DBE Goal:

12.01 General:

If the Proposer indicates in its submissions that it has met or exceeded the DBE goal, the Consultant Intended Participation Affidavit and a DBE Subconsultant Intended Participation Affidavit must be submitted for each DBE that it is participating in the contract as provided on the Affidavit.

1. The Consultant Intended Participation Affidavit, must be received by the Maricopa Association of

Governments with the proposal package. This Affidavit shall indicate that the Proposer has met or exceeded the DBE goal if this was indicated on the submittal.

2. The Affidavit must be accurate and complete in every detail and must be signed by an officer of the CONSULTANT(S).
3. The Consultant Intended Participation Affidavit must be submitted listing the DBEs used and the creditable amounts.
4. A separate DBE Subconsultant Intended Participation Affidavit must be submitted for each DBE used to meet the goal of the project. The Proposer shall indicate each DBE's name, the work items the DBE will perform, and proposed subcontract amount. All partial items must be explained. If not, the DBE will be considered to be responsible for the entire item.
5. A Proposer must determine DBE credit in accordance with Section 10 above, entitled "Crediting DBE Participation Toward Meeting Goals." The Affidavits will be reviewed by the Maricopa Association of Governments.
6. Only those DBE firms certified by the Arizona Unified Certification Program (AZUCP) will be considered. It shall be the Proposer's responsibility to ascertain the certification status of designated DBEs.

13.0 Documented Good Faith Effort:

13.01 General:

If the Proposer has stated in its proposal that it has been unable to meet the DBE goal, that Proposer must demonstrate, through detailed and comprehensive documentation, that good faith efforts have been made to solicit, assist, and use DBE firms to meet the DBE goal prior to proposal submission.

Failure to demonstrate good faith efforts to the satisfaction of ADOT will result in the rejection of the proposal.

The Proposer who cannot meet the DBE goal at the time of submission must submit its documentation of good faith effort to Maricopa Association of Governments, at the time of proposal submission.

Proposers are encouraged to review Appendix A of 49 CFR Part 26.

In order to be awarded a contract on the basis of good faith efforts, the Proposer must show that it took all necessary and reasonable steps to achieve the DBE goal 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. The Maricopa Association of Governments will consider the quality, quantity, and intensity of the different kinds of efforts the Proposer has made. The efforts employed by the Proposer should be those that one could reasonably expect a Proposer to make if the Proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE goal. Mere pro forma efforts are not sufficient good faith efforts to meet the DBE contract requirements.

The Proposer shall, as a minimum, seek DBEs in the same geographic area in which it generally seeks subs for a given project. If the Proposer cannot meet the goals using DBEs from this geographic area, the Proposer, as part of its effort to meet the goals, shall expand its search to a reasonably wider geographic area.

The following is a list of types of efforts a Consultant must address when submitting good faith effort documentation.

1. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising, written notices, and other means) the interest of all certified DBEs who have the

capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow DBEs to respond to the solicitation. The Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.

2. 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 Consultant might otherwise prefer to perform these work items with its own forces.
3. 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.
4. Negotiating in good faith with interested DBEs. It is the Proposer's responsibility to make a portion of the work available to the DBE Subconsultants and suppliers, and to select those portions of work or material needs consistent with the available DBE Subconsultants 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 from 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 work.

A Proposer using good business judgment would consider a number of factors in negotiating with Subconsultants, including DBE Subconsultants, 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 Proposer's failure to meet the DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Consultant to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. However, prime Consultants are not required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. Documentation, such as copies of all other bids or quotes, must be submitted

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Proposer'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 Proposer's efforts to meet the project goal.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Consultant.
7. Making efforts to assist interested DBEs in obtaining necessary equipment supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women consultants 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.

In determining whether a Proposer has made good faith efforts, Maricopa Association of Governments will take into account the ability of other Proposers to meet the DBE goal.

The Proposer will not be considered to have made good faith efforts if the Proposer failed to contact the Maricopa Association of Governments and ADOT Civil Rights Office prior to the letting, either in writing, by e-mail, or by telephone, to inform the Maricopa Association of Governments and ADOT Civil Rights Office of the firm's difficulty in meeting the DBE goals on a given project, and to request assistance. If the Proposer contacts Maricopa Association of Governments and ADOT Civil Rights Office by telephone, the contact must be documented in a telephone log indicating the date and time of call, and name of the person to which he spoke. The telephone number for the ADOT Civil Rights Office is (602) 712-7761. The contact must be made in sufficient time to allow the ADOT Civil Rights Office to provide assistance.

Proposers submitting good faith efforts to Maricopa Association of Governments are required to use the MAG Certification of Good Faith Effort form.

The Maricopa Association of Governments 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. The Proposer may appeal the determination of the Maricopa Association of Governments.

A protest shall be filed within applicable time limits at the following address:

Office of the Executive Director
Maricopa Association of Governments
302 North First Avenue, Suite 200
Phoenix, AZ 85003

14.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

15.0 Contract Performance:

Contract items of work designated by the CONSULTANT to be awarded to DBEs shall be performed by the designated DBE or MAG-approved DBE substitute. DBE contract work items shall not be performed by the CONSULTANT, or a non-DBE Subconsultant without prior approval by MAG. The DBE must perform a commercially useful function; that is, the DBE must manage, perform, and supervise a distinct element of work.

MAG reserves the right to inspect all records of the CONSULTANT and all records of the DBEs concerning this contract.

Within five working days of notice to proceed, the CONSULTANT shall upload electronic copies of signed DBE subcontract agreements to the Maricopa Association of Governments through ADOT's web-based payment tracking system <https://arizonalpa.dbesystem.com>. As part of this submittal, Consultants shall be required to log into the system and enter the name, contact information, and subcontract amounts for all Subconsultants and vendors performing on the project as verification that scopes of services and commitments made through the DBE Intended Participation Affidavits are being met.

Use of a DBE named on the DBE Intended Participation Affidavit is a condition of award. Substitution will not be allowed without written evidence from the prime Consultant and DBE that the DBE is unable or unwilling to perform. Consultants may not terminate a DBE subcontract for convenience, in whole or in part, except to the extent that ADOT has eliminated items of work subcontracted to the DBE. All terminations, substitutions, and reductions in scope must be approved by MAG.

16.0 Non-Performance by DBEs:

In the event a DBE is unable or unwilling to fulfill its agreement with the CONSULTANT, the CONSULTANT will immediately notify the MAG Project Manager and provide all facts surrounding the matter. Such failure on the part of a DBE will not relieve the CONSULTANT of responsibility for meeting the DBE goal on the contract. The CONSULTANT shall immediately make reasonable good faith efforts to obtain another certified DBE to perform an equal or greater dollar value of work to the extent needed to meet the DBE goal. The substitute DBE's name, description of work, and dollar value of work shall be submitted to the MAG Project Manager. Approval by MAG must be obtained prior to the substitute DBE beginning work.

In the event a prime Consultant is unable, after a substantial good faith effort, to obtain another certified DBE, ADOT's Civil Rights Office may lower or waive the DBE goal on the project. However, the ADOT

Civil Rights Office must approve this in writing prior to a Non-DBE starting the work which had been subcontracted to the DBE.

17.0 Compliance:

The CONSULTANTS achievement of the goal is measured by actual payments made to the DBEs. The CONSULTANT shall submit at the completion of the project the "Certification of Payments to DBE Firms" form for each DBE firm working on the project. This form shall be signed by the prime contract and the relevant DBE, and be submitted to MAG.

Acceptance and final payment to the CONSULTANT will not be made until all "Certification of Payments to DBE Firms" forms are received and deemed acceptable to the Maricopa Association of Governments.

18.0 Sanctions:

If the Maricopa Association of Governments determines that the CONSULTANT has failed to make sufficient reasonable efforts to meet contract DBE goals, or to otherwise carry out these DBE special provisions, such failure shall constitute a breach of contract and may result in termination of the contract, or any other such remedy as the MAG Project Manager deems appropriate.

If the MAG Project Manager determines that such failure is not cause to terminate the contract, an amount equal to the value of the DBE goal that was not obtained will be deducted from the payment due the CONSULTANT. However, if the failure is the first by the CONSULTANT, and the MAG Project Manager determines the failure was an unintentional error or oversight, the amount to be deducted may be reduced up to one-half ($\frac{1}{2}$) of the value of the unobtained DBE goal as determined by the Maricopa Association of Governments. In addition to any other sanctions, willful failure of the CONSULTANT or a DBE to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in Maricopa Association of Governments projects.

APPENDIX F - DISADVANTAGED BUSINESS ENTERPRISE

CERTIFICATION OF PAYMENT

The undersigned prime CONSULTANT on MAG Project # [Project Number] hereby, certifies that full payment was made, to the firm indicated for materials and/or work performed under this project's contract as follows:

DBE Civil Rights Vendor Registration # [REGISTRATION NUMBER]

Name of DBE Firm _____ was paid \$ _____

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 three years from project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime Consultant, all documentation supporting the CONSULTANT's position should be submitted.

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

(Prime CONSULTANT)

By: _____ Date: _____

Title: _____

The undersigned Subconsultant/supplier/manufacturer for the above named project hereby certified 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.

(Subconsultant/Supplier/Manufacturer)

By: _____ Date: _____

Title: _____