

**REQUEST FOR QUALIFICATIONS
CONSULTING SERVICES
FOR
2014 QUANTITATIVE AND/OR QUALITATIVE SURVEY SERVICES**



April 16, 2014

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PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS
CONSULTANT SERVICES
FOR

2014 QUANTITATIVE AND/OR QUALITATIVE SURVEY SERVICES

Maricopa Association of Governments (MAG) is seeking a Statement of Qualifications (SOQ) from qualified consultants capable of providing professional services in the area of quantitative and/or qualitative survey 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 10:00 a.m. MST (Mountain Standard Time) on May 16, 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 provide Maricopa Association of Governments (MAG) with specialized services in the area of quantitative and/or qualitative survey services that will contribute to the MAG Protocol Evaluation Project. The MAG Protocol Evaluation Project evaluates the protocols used by law enforcement to arrest domestic violence offenders. Services sought through this proposal include a survey with victims of domestic violence about their experiences working with law enforcement and the criminal justice system in pursuit of justice. The STOP Violence Against Women Grant funding is providing up to \$38,465 for consultant services from the date of executed contract with the selected consultant to complete no later than December 12, 2014.

Background

Maricopa Association of Governments is the designated Metropolitan Planning Organization (MPO) for the greater Phoenix area. Member agencies represent the twenty-seven (27) incorporated cities and towns within Maricopa County and the contiguous urbanized area, Pinal County, the Gila River Indian Community, the Salt River Pima-Maricopa Indian Community, Fort McDowell Yavapai Nation, Maricopa County, the Arizona Department of Transportation (ADOT), and the Citizens Transportation Oversight Committee (CTOC). As the designated Metropolitan Planning Organization (MPO), MAG is responsible for transportation, air and water quality, land use, human services, socioeconomic projections, and other regional planning programs.

Specialized services in the area of quantitative and/or qualitative survey services are sought to contribute to the MAG Protocol Evaluation Project. Initiated in 2010, this project strives to increase the consistency and efficacy of the criminal justice system's response to domestic violence. Community partners in law enforcement, prosecution, and victim advocacy are actively engaged in the project, which developed the region's first protocol model for law enforcement's response to misdemeanor domestic violence crimes in 2011. Support for the protocol model quickly expanded throughout the region and across the state. In 2013, a survey of regional law enforcement agencies indicated 95 percent were using aspects of the protocol model in the field. More than 500 community and statewide stakeholders have joined in this effort. This year the project further expanded to include collaboration with the Maricopa County Attorney's Office to review felony-level domestic violence protocols.

The MAG Protocol Evaluation Project is gaining momentum and it is vital that the perspectives of victims domestic violence continue to be incorporated into this work. Victims have provided input throughout the course of the project. Focus groups and small-scale surveys conducted with the assistance of community partners have given limited information about experiences with the criminal justice system. More information is needed about victims' experiences with law enforcement, prosecutors, and victim advocates when reaching out for help. The perspectives of those seeking safety and justice are vital to ensuring the project is not only streamlining processes and implementing consistent protocols but also helping victims be safe and holding offenders accountable. Additional information about MAG and the Protocol Evaluation Project are available on the MAG website at www.azmag.gov.

Goals and Objectives

The overall goal of this project is to obtain qualitative and/or quantitative information to better understand victims' perspectives about their experiences when pursuing justice for their domestic violence cases within the MAG region. This work should include identifying any elements of the criminal justice process that victims have found to be especially helpful or challenging.

The budget of \$38,465 for the 2014 Quantitative and/or Qualitative Survey Services project was approved as an amendment to the MAG FY 2014 Unified Planning Work Program and Annual Budget.

REQUIRED CONSULTING SERVICES AND ANTICIPATED PROJECTS

Area of Expertise: Quantitative and/or Qualitative Survey Services

The consultant will prepare, implement, and assess quantitative and/or qualitative data gathered from victims of domestic violence within the MAG region (all of Maricopa County and portions of Pinal County). Example tasks for this area of expertise may include, but are not limited to the following:

- Working with stakeholders for questionnaire development/focus group topics and parameters.
- Developing and conducting a statistically valid survey.
- Developing and conducting a web survey.
- Conducting focus groups.
- Analysis of findings.
- Written reports.

Anticipated Project(s):

The following section provides a sample of the types of project(s) for which MAG may require assistance:

Conduct a MAG regional survey of victims of domestic violence about their experiences with the criminal justice system that includes both a statistically valid telephone survey and focus groups, which may include: (1) drafting a survey instrument, (2) conducting focus groups, (3) conducting a survey, (4) analyzing data and (5) producing a final report.

STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS AND CONTENT

It is required that the SOQ include the following items in the same order as they are listed below. Failure to provide the requested information may result in rejection of the SOQ. Brief and concise submittals are encouraged. The total number of pages must not exceed 15. The SOQ cover, any tabs, and resumes will not be included in the page count. Any required forms will not be included in the page count. Page size for this submittal is preferred to be letter size (8.5 x 11 inches); however responses may include tabloid size (11 x 17 inches) pages as appropriate for illustration purposes. The proposer is asked to exercise judgement in the number of tabloid size pages used in their submittal. Blank pages are not included in the total page count.

1. **Identification.** A title sheet or equivalent which includes:
 - a. The title of this solicitation.
 - b. Consultant's name and business address.
 - c. The name, title, mailing address, and telephone and fax numbers of the principal contact.
2. **Table of Contents.**
3. **Organization and Approach.** A brief statement describing the consultant's organization and outlining its approach to completing the work required for the range of projects included in this solicitation. This statement should briefly illustrate the consultant's overall understanding of specific area 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 area of expertise and anticipated projects listed to be favorably considered. This information must be provided in a spreadsheet format, clearly identifying the firm's role and the role of subconsultants. Therefore, all SOQs should include sufficient personnel resources for carrying out all types of anticipated work in each area of expertise offered.
6. **Recent Examples.** Examples of successful, recent experience in providing consultant services in each of the area 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 in the project, specifying their level of participation in each of the area of expertise identified in item five (5). This information must be provided in a spreadsheet or tabular format with subconsultants listed separately.
 9. **Resumes.** Resumes of each person listed in item eight (8) above, indicating education and experience relevant to the area of expertise. Include abstracts of previously completed similar projects.
 10. **Subconsultants.** The name, address, telephone number, and primary contact for subconsultants included in the project (if any). For each subconsultant, include resumes of the individuals to be assigned to the project and at least two (2) references which include:
 - a. Date of the project.
 - b. Name and address of client.
 - c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
 - d. Relevance to this SOQ.
 - e. Brief description of the project.
 11. **Additional Information.** Any additional information that the consultant believes would be useful to MAG in evaluating the consultant's SOQ.
 12. **Rules of Professional Conduct Certification Statement.** A signed statement, located on the last page of Appendix A, certifying that consultant 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 Proposer's 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. A labor cost allocation budget formatted as noted in Appendix E.
18. *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

One hard copy of the SOQ should be submitted no later than 10:00 a.m. MST (Mountain Standard Time) on May 16, 2014, at MAG, 302 North First Avenue, Suite 200, Phoenix, AZ 85003. An electronic copy, either by CD or jump drive, will be included with the submission.

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 Renae Tenney, Human Services Planner II, by fax at (602) 254-6490; or by email at rtenney@azmag.gov not later than eight (8) working days prior to the closing date of May 16, 2014. Responses to questions submitted will be posted on the MAG Website at <http://www.azmag.gov> under "RFPs and RFQs" not later than five (5) working days prior to the closing date of May 16, 2014. Additional information regarding MAG activities, including Committee meeting schedules, may be found on the MAG Website <http://www.azmag.gov>.

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 area of expertise sought. Knowledge about the issue of domestic violence and previous experience working with victims of domestic violence is preferred. Consultant should clearly identify the principal people who worked on past projects and the amount of time they devoted to the work effort.
 - e. Availability of key personnel throughout the project effort.
 - f. Ability and commitment to deliver required products and services, meet all deadlines for submitting associated work products, and ensure quality control.
 - g. Recognition of work priorities and flexibility to deal with change and contingencies.
2. **References.** As part of its final selection, MAG reserves the right to contact a reasonable number of references from among those provided by the consultant.
3. As provided by Arizona Administrative Code R2-7-101, discussions may be conducted with consultants who submit SOQs determined likely to be selected for the 2014 Quantitative and/or Qualitative Survey Services. 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 on qualifications and consideration of price or fee. If negotiations between MAG and consultant are unsuccessful, MAG may initiate negotiations with the next most qualified consultant.
4. **MAG Approval.** A recommendation of the selected consultant in the Quantitative and/or Qualitative Survey Services 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 consultants interested in this SOQ (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 in writing.

QUALIFICATIONS MATRIX AND CONTRACT

1. **Qualifications Matrix.** A qualification matrix listing all personnel that will be made available for work performed under the contract shall be provided by the consultant. 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.
2. **MAG Contract.** Selected consultant shall enter into a MAG contract to provide services in the area(s) for which they have been qualified.
3. **Contract Term.** The terms of any resultant contract for MAG shall commence on the contract executed date and may continue no later than December 12, 2014, unless terminated, cancelled, changed or extended as otherwise provided herein.
4. **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.
5. **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 an agreement.

PROJECT COSTS

1. **Request for Technical and Pricing Proposal.** The consultant's statement shall include the project scope of services, required schedule, a list of deliverables, and pricing.
2. **Response.** Responses 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. (See Appendix E)
3. **Agreement.** Upon finalization of the scope of services, cost, and project schedule, an agreement shall be executed. The consultant will commence work upon an approval notice from the Project Manager.
4. **Duration.** Duration of services to be completed under this contract may vary from a few weeks to several months and will be dependent on the scope of services. The schedule and duration will be as specified in the executed agreement. The consultant will submit any changes to the project schedule in a format specified by MAG.

VENDOR INFORMATION

Prior to issuance of a payment, the selected consultant will 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 will 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 or obtained in connection with the performance of the resulting contract, unless made public by MAG.

CONSULTANT SELECTION

Experience of the consultant, qualifications, education, and experience of the staff will be the criteria used to make a determination as to which consultant 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 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 bidder's pool or rebid the required services.

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, the consultant will be notified in writing within 30 (thirty) days prior to cancellation.

PROJECT ADMINISTRATION AND PROJECT MANAGEMENT

The MAG Project Manager is Renae Tenney, Human Services Planner II, for the consultant services for the quantitative and/or qualitative survey services 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 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 2014 Quantitative and/or Qualitative Survey Services 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. The 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 consultant selected shall be required to comply with MAG insurance requirements, which may include Workmen's Compensation, Architects and Engineers Professional Liability insurance, Commercial General Liability insurance, Business Automobile Liability insurance, and Valuable Papers insurance.
8. Small and Minority Business and Women's Business Enterprises. (See appendices E, F, G, and H.)
 - 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.

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 be registered. Please 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: _____

Mailing Address: _____

City, State, ZIP: _____

Telephone Number: _____ Fax Number: _____

E-mail address: _____

Web address: _____ Year firm was established _____

Is this firm a prime consultant? _____ Yes _____ No

Is this firm a subconsultant? _____ Yes _____ No

If so, Identify specialty: _____

Is this firm a certified DBE? _____ Yes _____ No

If so, by whom? _____

Is this firm currently debarred? _____ Yes _____ No

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

2. FINANCIAL INFORMATION

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

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

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

Name, Title

Date

APPENDIX C - DEBARMENT/SUSPENSION CERTIFICATION

STATE OF)

SS.)

COUNTY OF)

I, _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according

to the law of my oath depose and say that:

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

1. Proposer certifies to the best of its knowledge and belief, that it and its principals, including its first tier subcontractors: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property; © Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Proposer certifies that it and its principals, including its first tier subcontractors will treat each lower tier contract or lower tier subcontract under the Project that (a) equals or exceeds \$25,000, (b) is for audit services, or © requires the consent of a Federal official, as a covered contract for purposes of 2 CFR Part 1200 and 2 CFR Part 180, and will otherwise comply with the Federal requirements of 2 CFR Part 1200 and 2 CFR Part 180, and will assure that each lower tier participant involved in the Project is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency;
3. Proposer certifies that if, later, it or its principals, including any of its first tier subcontractors, become aware of any information contradicting the statements of subparagraphs (1)(a) through (d) above, it will promptly provide any necessary information to MAG;
4. If Proposer or any of its principals, including any of its first tier 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 _____, 2012, 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:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subconsultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arizona Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the Arizona Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the Arizona Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or;
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Certification of Non-segregated facilities:** The Federally-assisted consultant hereby certifies that the CONSULTANT does not maintain or provide for the CONSULTANT's employees any segregated facilities at any of the CONSULTANT's establishments, and that the CONSULTANT does not permit the CONSULTANT's employees to perform their services at any location, under the CONSULTANT's control, where segregated facilities are maintained. The Federally-assisted CONSULTANT certifies further that the CONSULTANT will not maintain or provide for the CONSULTANT's employees any segregated facilities at any of the CONSULTANT's establishments, and that the CONSULTANT will not permit employees of the CONSULTANT to perform their services at any location, under the CONSULTANT's control, where segregated facilities are maintained. The Federally-assisted CONSULTANT agrees that a breach of this 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 or race, color, or national origin, because of habit, local custom, or otherwise.

7. The CONSULTANT shall include the provisions of paragraphs 1 through 5 above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract. or procurement as MAG, ADOT, FHWA, and FTA may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a Subconsultant or supplier as a result of such direction, the CONSULTANT may request the State to enter into such litigation to protect the interests of the State, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E - LABOR COST ALLOCATION BUDGET SAMPLE

Available in Excel on request

PRIME CONSULTANT		Hours by Personnel and Task Description					
Personnel	Raw Direct Hourly Rate	Task 1 (Task Description)	Task 2 (Task Description)	Task 3 (Task Description)	Task 4 (Task Description)	Total Hours	Total Cost
Personnel 1	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 2	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 3	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 4	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 5	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 6	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 7	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 8	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 9	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 10	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 11	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 12	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 13	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 14	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 15	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 16	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 17	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 18	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 19	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 20	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Total Task Hours		0.00	0.00	0.00	0.00	0.00	
Total Task Cost		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Overhead (or Fringe) Rate (Audited Rate)	1.2500	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Labor with Overhead		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fee (10% max rate)	10%	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Labor With Overhead and Fee		\$ -	\$ -	\$ -	\$ -		\$ -
PRIME CONSULTANT		Directly Reimbursable Expenses					
Reimbursable Expenses		Task 1	Task 2	Task 3	Task 4		Total Cost
Postage		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Copying/Printing		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Travel		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Local Travel		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
PI Meeting Materials		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Focus Group Incentives		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Display Boards		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Miscellaneous		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other (Description)		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Prime Reimbursable Expenses		\$ -	\$ -	\$ -	\$ -		\$ -
SUBCONSULTANTS		Task Hours					
Personnel	Loaded Hourly Rate	Task 1 (Task Description)	Task 2 (Task Description)	Task 3 (Task Description)	Task 4 (Task Description)	Total Hours	Total Cost
Subconsultant 1	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Subconsultant 2	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Subconsultant 3	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Subconsultant 4	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Subconsultant 5	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Total Task Hours		0.00	0.00	0.00	0.00	0.00	
Total Subconsultant Costs		\$ -	\$ -	\$ -	\$ -		\$ -
Total Costs By Task							
TOTAL COST SUMMARY		Task 1 (Task Description)	Task 2 (Task Description)	Task 3 (Task Description)	Task 4 (Task Description)		Total Cost
Total Labor With Overhead and Fee		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Prime Reimbursable Expenses		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Subconsultant Costs		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
GRAND TOTAL		\$ -	\$ -	\$ -	\$ -		\$ -

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