

REQUEST FOR PROPOSALS

**MARICOPA ASSOCIATION OF GOVERNMENTS (MAG)
2015 *DON'T TRASH ARIZONA*
LITTER PREVENTION AND EDUCATION PROGRAM**

July 30, 2014



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PUBLIC NOTICE

REQUEST FOR PROPOSALS:

FY 2015 *DON'T TRASH ARIZONA* LITTER PREVENTION AND EDUCATION PROGRAM

The Maricopa Association of Governments (MAG) is requesting proposals from qualified consultants for the FY2015 *Don't Trash Arizona* Litter Prevention & Education Program. The purpose of the program is to reduce litter on the regional freeway system by implementing strategies to increase public awareness and change behavior among offenders. The base contract period shall be a one (1) year term. MAG may, at its option, offer to extend the period of this agreement up to a maximum of two (2), one (1) year options. Consultant shall be notified in writing by MAG of its intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the base contract period.

Detailed proposal requirements may be obtained by contacting the MAG Office at the address indicated below or may be downloaded from www.azmag.gov, under "RFPs and RFQs" For further information, please submit questions in writing by e-mail to the attention of Kelly Taft at ktaft@azmag.gov not later than eight (8) working days prior to the closing date of September 10, 2014. Any addenda responding to questions will be posted on MAG's website at www.azmag.gov under "RFPs and RFQs" not later than five (5) working days prior to the closing date of September 10, 2014.

Proposals will be accepted until 12:00 PM NOON MST (Mountain Standard Time) on September 10, 2014, at MAG, 302 North First Avenue, Suite 200, Phoenix, AZ 85003. MAG's business hours are 8:00 AM to 5:00 PM, MST, Monday through Friday.

SCOPE OF SERVICES

Introduction

The Maricopa Association of Governments (MAG) is requesting proposals from qualified consultants for the 2015 *Don't Trash Arizona* Litter Prevention and Education Program. The purpose of this RFP is to solicit proposals from respondents with the resources, experience, and abilities to provide an array of communication services, including public education and outreach efforts that will increase awareness of the freeway litter problem in the MAG region and lead to measurable changes in behavior among offenders. Services will include strategic planning, public relations, marketing, advertising, evaluation of program effectiveness, and the development of partnerships with stakeholders, organizations, or other entities that will provide additional value in promoting litter control efforts. The campaign must resonate with both majority and minority ethnic populations, as well as identified target audiences.

Proposers are asked to provide information on how they would fulfill the terms of the enclosed Scope of Services as well as detailed cost estimates by task, including all labor costs as well as the purchase and/or production of all outreach, educational, and advertising materials, including recommended media buys. All costs for executing the tasks herein must be included in the proposal and cannot exceed \$300,000 for the initial contract period. MAG retains the right to extend the contract up to two (2) additional years based on project performance and future funding availability.

Background

MAG is the designated Metropolitan Planning Organization (MPO) for transportation planning for the metropolitan Phoenix area. MAG is also the designated Air Quality Planning Agency for the region. The MAG membership consists of the 27 incorporated cities and towns within Maricopa County and portions of Pinal County and their contiguous urbanized areas, the Gila River Indian Community, the Salt River Pima-Maricopa Indian Community, Fort McDowell Yavapai Nation, Maricopa County, the Arizona Department of Transportation (ADOT), and the Citizens Transportation Oversight Committee (CTOC). ADOT and CTOC serve as ex-officio members for transportation-related issues. With the passage of Proposition 400 in November 2004, a Regional Transportation Plan (RTP) was set in place to guide transportation investments for the next 20 (twenty) years. One element of the RTP is funding to supplement existing Arizona Department of Transportation (ADOT) funding for litter pickup and sweeping for the regional freeway system in the MAG region. In addition, in November 2003, MAG and the Arizona Department of Transportation signed a joint resolution that included a commitment to develop a long-term litter prevention program to help reduce freeway litter and defray pickup costs. Properly maintained and litter-free highways are important to the quality of life of the residents of this region and to the image projected to tourists and economic development prospects.

In August 2006, MAG initiated the *Don't Trash Arizona* Litter Education Program in the MAG region, which encompasses Maricopa County. At approximately the same time, ADOT initiated a similar program statewide. MAG and ADOT work cooperatively to ensure that the state and regional campaigns are complementary programs that integrate key messages and appear seamless to the public. With MAG focusing on the metropolitan region and ADOT on the rest of the state, the agencies are able to increase the scope and reach of prevention messages.

To date, the *Don't Trash Arizona* program has included a broad range of outreach strategies and tactics, including comprehensive public relations and advertising efforts. More information about these efforts, including annual survey results, is available on the project website at <http://www.DontTrashAZ.com>.

On May 25, 2011, the MAG Regional Council approved the FY 2012 MAG Unified Work Program and Annual Budget, which includes up to \$300,000 in funding to continue the implementation of the litter prevention and education campaign. The objective of the program is to improve safety and aesthetics along the highway system in the MAG region by increasing awareness of the economic, safety and health impacts of littering and to encourage motorists to dispose of trash properly.

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In October 2011, the MAG Regional Council approved the selection of a consultant to continue the implementation of *Don't Trash Arizona* through November 2012. The action included a provision that the base contract period shall be a one-year term, but that MAG may, at its option, offer to extend the period of this agreement up to a maximum of two (2), one (1) year options, based on consultant performance and funding availability. In 2012 and 2013, based on positive consultant performance and funding availability, MAG exercised the option to extend the contract.

The continuation of the *Don't Trash Arizona* Litter Education and Prevention Program is dependent on yearly funding approval by the MAG Regional Council. In May 2014, the Regional Council approved funding for the program for another 12 (twelve) months. At this time, having exhausted available contract extensions, program continuation requires undergoing an RFP process. The current RFP will award the base contract to the selected consultant for a one (1) year term. MAG may, at its option, offer to extend the period of this agreement up to a maximum of two (2), one (1) year options at a cost not to exceed \$300,000 per 12 (twelve) month period, bearing approval by the Regional Council of the MAG Unified Planning Work Program and Annual Budget. Consultant shall be notified in writing by MAG of its intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the base contract period.

The intent of this RFP is to continue litter prevention efforts that build on the success of the *Don't Trash Arizona* efforts to date. Research suggests that prevention programs can change public perception and habits regarding litter. Outreach activities to be considered in the response to this RFP can include any variety of public relations and advertising strategies, including but not limited to special events, news media, radio, television, Web, publications, brochures, advertisements, public service announcements, videos, partnerships, and other creative education and outreach materials. Respondents should note that they will be required to establish an evaluative process to measure the success of the program, which must be included in the proposed budget.

Proposed Tasks

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

Task 1 Planning and Reporting

Throughout the course of this project, inquiry and discussion may result in some revisions to the Scope of Services and Project Schedule. As necessary, the Consultant will refine the Scope of Services for this project based upon professional experience and input from MAG. This work will be performed under the general direction of the MAG project manager. The Consultant will prepare documentation of any such revision, including a revised labor/dollar allocation and project task cost breakdown, and submit the revision to MAG for approval.

Utilizing prior or current research, the Consultant will define the objectives of the proposed litter prevention and education program in collaboration with MAG. These Defined Objectives will establish the direction for the development of the program and provide a framework for evaluating the outcome. The objectives shall be stated in a way that the program outcomes can be measured and the success of the program gauged. Evaluation criteria should include a means of measuring success not only in changing knowledge and opinions but also in changing behavior among offenders (Reference Task No. 3).

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Based on the Defined Objectives, the Consultant will prepare an Implementation Plan that identifies what needs to be done to carry out the recommended program. The implementation plan will identify, at a minimum, the sources of funding, what needs to be purchased, where program products will be placed, a schedule, and the identification of the roles and responsibilities of the parties for carrying out the program. The Defined Objectives and Implementation Plan can be created as two separate documents, or be combined into a single planning blueprint, as long as the required elements are included.

The Consultant will prepare an Annual Evaluation Report and a Final Report. In addition to the above, monthly progress reports and invoices are required. Monthly status meetings are recommended.

Task 2 **Implementation**

Once an implementation program is approved by the MAG project manager, the Consultant will be responsible for implementing the program, in close consultation with MAG. All program costs, which may include, but are not limited to, production costs, creative development, paid media buys, collateral material, brochures, camera ready copies, displays, signs, public relations, and staffing are the responsibility of the Consultant as part of this Scope of Services. All advertising, marketing, promotional and educational materials must follow the established MAG guidelines for informational materials. The Consultant will work with MAG throughout all aspects of implementation.

Task 3 **Evaluation**

The Consultant will be responsible for conducting an annual evaluation of the effectiveness of the program. Measurement must be conducted in a scientifically and statistically valid manner. A comprehensive evaluation report, including executive summary, is required annually. All costs involved in evaluation are the responsibility of the Consultant.

Deliverable Products

Required products of this project are listed below. An administrative draft of each working paper will be submitted in electronic form at and, when requested, hard copy format, to the MAG project manager for review. Comments from the MAG project manager will be incorporated into the working paper by the Consultant.

1. Revised Scope of Services and Project Schedule. Consultant will prepare a revised Scope of Services and project schedule as necessary, listing specific project tasks and a schedule for completion of each task. Consultant will provide an administrative draft for review in electronic format and, when requested, hard copy format. Once approved, Consultant will provide one electronic version and up to 10 hard copies of the revised Scope of Services and Project Schedule. (Reference Task No. 1)
2. Defined Objectives. Defined Objectives will establish the direction for the development of the program and provide a framework for evaluating the outcome. The objectives shall be stated in a way that the program outcomes can be measured and the success of the program gauged. Consultant will provide one electronic version and up to 100 (one hundred) hard copies for review. (May be combined with implementation plan document outlined in Deliverable Products No. 3, below.) (Reference Task No. 1)
3. Implementation Plan. Based on the Defined Objectives, Consultant will prepare a working paper that includes program recommendations and implementation strategy, including specific strategies and tactics; schedule/timeline; budget; and measurement criteria. Consultant will

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provide one (1) initial administrative draft in electronic format for MAG review. Comments from the MAG project manager will be incorporated into the working paper by the Consultant. Once approved, Consultant will provide one (1) electronic copy and up to 100 (one hundred) bound hard copies, if requested. (Reference Task No. 1)

4. Program Evaluation. The Consultant, working with any subconsultants deemed necessary, shall provide all documents related to program evaluation, such as survey questionnaires, focus group reports, background and methodology, tables, charts, survey results, etc., and provide an Annual Evaluation Report that includes an Executive Summary, Key Findings, and Recommendations. Comments from the MAG project manager will be incorporated into the working paper by the Consultant. Once approved, Consultant will provide one (1) electronic copy and up to 100 (one hundred) bound hard copies, if requested. (Reference Tasks No. 1 and No. 3)
5. Final Report with Executive Summary. Consultant will prepare a Final Report, with Executive Summary, that outlines program activity for the year. Utilizing program evaluation, Consultant will prepare recommendations for moving forward. Consultant will provide one (1) initial administrative draft in electronic format for MAG review. Comments from the MAG project manager will be incorporated into the working paper by the Consultant. Once approved, Consultant will provide electronic copy and up to 100 (one hundred) bound hard copies. (Reference Task No. 1)
6. Monthly Progress Reports as defined in Appendix E. (Reference Task No. 1)

PROPOSAL REQUIREMENTS

Project Schedule and Cost

The estimated time frame for this project is 12 (twelve) months from the date of the notice to proceed, with intermediate deliverables due in accordance with the schedule as agreed to between MAG and the Proposer(s) at a cost not to exceed \$300,000.00. The date of the notice to proceed is anticipated to be December 1, 2014.

Proposal Delivery and Opening

1. Ten (10) copies of the proposal must be submitted by 12:00 Noon (Mountain Standard Time) on September 10, 2014. MAG's business hours are 8:00 AM to 5:00 PM, MST, Monday through Friday.

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

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

Proposals will be opened publicly and the name of each entity submitting a proposal will be read at 12:02 p.m. on September 10, 2014, at the MAG Offices, Palo Verde Room 302 North First Avenue, Suite 200 Phoenix, AZ 85003.

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

2. Any questions regarding this Request for Proposals should be submitted in writing to Kelly Taft by email at ktaft@azmag.gov no later than eight (8) working days prior to the closing date of September 10, 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 September 10, 2014. Additional information regarding MAG activities, including Committee meeting schedules, may be found on the MAG Web site <http://www.azmag.gov>.
3. A Proposer's conference for the project has been scheduled for 11:00 a.m., August 29, 2014, at the MAG Office, Cottonwood Room, Suite 200, 302 North First Avenue, Phoenix, AZ. If you wish to receive notes from the Proposer's conference and a list of attendees, please contact the MAG project manager by email at ktaft@azmag.gov.

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Proposal Content

It is required that the proposal:

1. Be limited to a maximum length of 50 (fifty) single-sided pages (proposal may be printed double-sided, but each side counts as one page), including a cover letter, table of contents, tabs, résumés and any appendices. The cover letter must be signed by a party authorized to bind the entity submitting the proposal to a contract. Blank pages ARE NOT included in the total page count.
2. Be prefaced by a brief statement describing the Proposer's organization and outlining its approach to completing the work required by this solicitation. This statement shall illustrate the Proposer's overall understanding of the project.
3. Contain a work plan which concisely explains how the Proposer will carry out the objectives of the project. In the work plan, the Proposer shall describe each project task and proposed approach to the task as clearly and thoroughly as possible.
4. Include a preliminary schedule for the project in bar-chart format. Indicate all work plan tasks and their durations. The schedule shall clearly identify project deliverable dates.
5. Contain a staffing plan for the project. The plan shall include the following in table format:
 - a. A project organization chart, identifying the project manager.
 - b. Names of key project team members and/or Subconsultants. Only those personnel who will be working directly on the project should be cited.
 - c. The role and responsibility of each team member.
 - d. Percent effort (time) of each team member for the contract period.
 - e. The role and level of MAG technical staff support, if any.
6. Include résumés for major staff members assigned to the project. These résumés should focus on their experience in this type of project.
7. Include Proposer's recent experience (last five years) in performing work similar to that anticipated herein. This description shall include the following:
 - a. Date of project.
 - b. Name and address of client organization.
 - c. Name and telephone number of individual in the client organization who is familiar with the project.
 - d. Short description of project.
 - e. Proposer team members involved and their roles.
8. Each Proposer submitting a proposal is required to certify that it will comply with, in all respects, the rules of professional conduct set forth in A.A.C. R4-30-301 (see Appendix A), which is the official compilation of the Rules of Professional Conduct from the Administrative Rules and Regulations for the State of Arizona.
9. A labor cost allocation budget formatted as noted in Appendix B.

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10. All Proposers on this project will be required to include a “Proposer’s Registration Form” (See Appendix C) in the submitted proposal. In addition, a “Proposer’s Registration Form” is required to be included for each Subconsultant proposed for this project.

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

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Proposer shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - c. The Proposer has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
 - d. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Proposer may be debarred.
11. Each Proposer shall document within its proposal any potential conflicts of interest. A conflict of interest shall be cause for disqualifying a Proposer from consideration. A potential conflict of interest includes, but is not limited to:
- a. Accepting an assignment where duty to the client would conflict with the Proposer’s personal interest, or interest of another client.
 - b. Performing work for a client or having an interest which conflicts with this contract.
 - c. Employing personnel who worked for MAG or one of its member agencies within the past three years.
 - d. All relationships with MAG and/or any employees of MAG.

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

12. All Proposers are required, as specified in 49 CFR 29 (Debarment and Suspension), to certify its eligibility to receive federal funds and a copy of which certification may be furnished to ADOT or other government entities. A certification to that effect is included in this RFP as Appendix F and must be submitted by a Proposer in order for the Proposer to be considered responsible and their proposal to be considered responsive.
13. 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.

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PROPOSER'S CHECKLIST

Before submitting a proposal, please make sure that all required information as specified in "Proposal Requirements", pages 5-7 of this RFP have been included.

- A. Ten (10) copies of the proposal with a maximum of 50 (fifty) pages.
- B. Cover letter signed by a party authorized to bind the entity submitting the proposal.
- C. Description of Proposer's organization and approach to work required by the solicitation.
- D. Description of skills and experience in performing similar projects as described in "Proposal Content", pages 6-7 of this RFP.
- E. Work plan including preliminary schedule, staffing plan, resumes, and similar experience.
- F. Labor cost allocation budget.
- G. Signed certification of Proposer's compliance with the rules of professional conduct set forth in A.A.C. R4-30-301.
- H. Signed Proposer's Registration Form for prime consultant and for any proposed Subconsultants. Must be signed by a party authorized to bind the entity submitting the proposal.
- I. Documentation of any potential conflicts of interest.
- C. Debarment and Suspension Certification form.
- D. Proposal submitted not later than 12:00 Noon MST on September 10, 2014.

PROPOSAL EVALUATION AND SELECTION PROCESS

1. All proposals will be evaluated by an evaluation team consisting of MAG staff and MAG member agency staff. Evaluation criteria include the following:
 - a. Demonstrated understanding of the project through a well-defined work plan consistent with program objectives.
 - b. Clarity of proposal, realistic approach, technical soundness, and enhancements to elements outlined in this Request for Proposals.
 - c. Experience of the project manager and other project personnel in similar studies. Only those personnel assigned to work directly on the project should be cited.
 - d. Proven track record in this area of study. Proposers should identify the principal people who worked on past projects and the amount of time they devoted to the work effort.
 - e. Availability of key personnel throughout the project effort.
 - f. Price, except for the procurement of architectural or engineering (A&E) services.
 - g. Ability and commitment to complete the project within the specified time period, meet all deadlines for submitting associated work products, and ensure quality control.
 - h. Recognition of work priorities and flexibility to deal with change and contingencies.
2. On the basis of the above evaluation criteria, selected firms submitting proposals may be interviewed prior to the selection of a consultant. In-person interviews may be scheduled for October 10, 2014. It is anticipated that firms selected for interviews will be contacted approximately one (1) week prior to the in-person interview date. MAG strongly suggests that the project manager and key members of the consultant team be present at the in-person interview.
3. MAG may conduct discussions with Proposers who submit proposals determined to be reasonably susceptible of being selected for award.
4. MAG reserves the right to:
 - a. Cancel this solicitation.
 - b. Reject any and all proposals and re-advertise.
 - c. Select the proposal(s) that, in its judgment, will best meet its needs.
 - d. Negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period or terminated for lack of funds.
5. Contact with MAG or MAG Member Agency Employees. All firms interested in this 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.

ADMINISTRATIVE REQUIREMENTS

1. This Request for Proposals is for a cost-reimbursement plus fixed fee contract.
2. During the course of the project, a monthly progress report is required to be submitted within ten (10) working days after the end of each month until the final report is submitted. Each report shall include a comprehensive narrative of the activities performed during the month, an estimated percent complete for each project task, monthly and cumulative costs by task, activities of any Subconsultants, payments to any Subconsultants, a discussion of any notable issues or problems being addressed, and a discussion of anticipated activities for the next month (See Appendix E for sample format).
3. MAG shall retain ten percent (10%) of the contract amount, withheld from each invoice, as final payment until completion of the project to the satisfaction and acceptance of the work. Final payment shall be made after acceptance of the final product and invoice.
4. An audit examination of the CONSULTANT's records may be required.
5. The firm selected will be required to comply with MAG insurance requirements, which may include: Workers' Compensation, Architects and Engineers Professional Liability insurance, Commercial General Liability insurance, Business Automobile Liability insurance, and Valuable Papers insurance.
6. The firm selected is required to document any potential conflicts of interest during the contract period. A conflict of interest shall be cause for terminating a contract. A potential conflict of interest includes, but is not limited to:
 - a. Accepting an assignment where duty to the client would conflict with the CONSULTANT's personal interest, or interest of another client.
 - b. Performing work for a client or having an interest which conflicts with this contract.
 - c. Employing personnel who worked for MAG or one of its member agencies within the past three years.

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

7. Non-Discrimination: 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 Proposers 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 Proposals 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 RFP shall contain Title VI compliance language as specified in Appendix D of this RFP.

APPENDIX A - ARIZONA ADMINISTRATIVE CODE R4-30-301

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

ARTICLE 3. REGULATORY PROVISIONS

R4-30-301. Rules of Professional Conduct

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

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

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- notify the responsible party, appropriate building official, or agency, and the Board of the specific nature of the public threat.
12. If called upon or employed as an arbitrator to interpret contracts, to judge contract performance, or to perform any other arbitration duties, the registrant shall render decisions impartially and without bias to any party.
 13. To the extent applicable to the professional engagement, a registrant shall conduct a land survey engagement in accordance with the April 12, 2001 Arizona Professional Lands Surveyors Association (APLS) Arizona Boundary Survey Minimum Standards, as adopted by the Board on June 15, 2001, the provisions of which are incorporated in this subsection by reference and on file with the Office of the Secretary of State. This incorporation by reference does not include any later amendments or editions and is available at the Board's office and APLS at www.aia.org.
 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).

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COMPLIANCE WITH RULES OF PROFESSIONAL CONDUCT ARIZONA ADMINISTRATIVE CODE R4-30-301 CERTIFICATION

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

and I _____ as the _____
(Name) (Title)

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

(Signature)

(Print Name)

(Date)

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APPENDIX B - LABOR COST ALLOCATION BUDGET SAMPLE
Available in Excel on request

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

TOTAL OF ALL COSTS BY TASK NUMBER					
TOTAL COST SUMMARY	Task 1	Task 2	Task 3	Task 4	Total Cost
	(Task Description)	(Task Description)	(Task Description)	(Task Description)	
Total Labor With Overhead and Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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
Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$0.00

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

APPENDIX C - PROPOSER'S REGISTRATION FORM

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

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

1. GENERAL INFORMATION:

Name of Firm: _____
 Street Address: _____
 City, State, Zip: _____
 Telephone Number: _____ FAX Number: _____
 Email Address: _____
 Web address: _____ Year firm was established: _____
 Is this firm a prime consultant? Yes _____ No _____
 Is this firm a subconsultant? Yes _____ No _____
 If so identify specialty: _____
 Is this firm a certified DBE? Yes _____ No _____
 If so, by whom? _____
 Is this firm currently debarred? Yes _____ No _____
 Is this firm currently the subject of debarment proceeding? Yes _____ No _____

2. FINANCIAL INFORMATION

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

_____ <\$300,000
 _____ \$300,000 - \$599,999
 _____ \$6000 – \$999,999
 _____ \$1,000,000 - \$4,999,999
 _____ >\$5,000,000

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

 [NAME, TITLE] Date

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 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.
3. 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.
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. 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. 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 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 - PROGRESS REPORT FORMAT SAMPLE

[CONSULTANT LETTER HEAD]

[DATE]

[MAG PROJECT MANAGER]

Maricopa Association of Governments
302 North First Avenue, Suite 200
Phoenix, Arizona 85003

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

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

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

TASK 1 - DATA COLLECTION

Percent of Work Completed: 100 percent.

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

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

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

[MONTH, DAY, YEAR], with the MAG project manager to review data collected for the facilities.

[MONTH, DAY, YEAR], with the Advisory Committee to obtain input on the data collection process.

[MONTH, DAY, YEAR], with MAG staff to review comments on preliminary database.

[MONTH, DAY, YEAR], with the public and special interest groups to obtain input on the distribution of the database.

Reports or Data Produced: A database in electronic format was produced and provided to MAG staff on [MONTH, DAY, YEAR].

TASK 2 - INVENTORY

Percent of Work Completed: 100 percent.

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

Data Obtained: See Task 1.

Meetings Held: The following meetings were held:

[MONTH, DAY, YEAR], met with MAG staff to finalize the outline for the Inventory Technical Report.

[MONTH, DAY, YEAR], met with the MAG project manager to obtain suggestions on methods for comparing facility information.

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

TASK 3 - FORECASTS

Percent of Work Completed: 100 percent.

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

Data Obtained: See Task 1.

Meetings Held: [MONTH, DAY, YEAR], met with MAG staff to discuss comments on preliminary forecast results.

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

TASK 4 - DEMAND/CAPACITY ANALYSIS AND FACILITY REQUIREMENTS

Percent of Work Completed: 60 percent.

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

Data Obtained: See Task 1.

Meetings Held: A meeting was held on [MONTH, DAY, YEAR] to discuss the differences between the capacity calculations for this study versus previous studies.

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

TASK 5 - ALTERNATIVES

Percent of Work Completed: 25 percent.

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

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

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Meetings Held: On [MONTH, DAY, YEAR], a meeting was held with planners for the Pima Association of Governments to discuss alternatives.

Reports or Data Produced: None.

TASK 6 - EVALUATION OF ALTERNATIVES

Work on this task has not begun.

TASK 7 - RECOMMENDATIONS

Work on this task has not begun.

TASK 8 - IMPLEMENTATION

Work on this task has not begun.

Problems Encountered

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

Invoice:

The enclosed invoice is for the third progress payment of \$[ENTER DOLLAR AMOUNT]. The total amount billed to date is \$[ENTER DOLLAR AMOUNT].

Sincerely,

[PROJECT MANAGER NAME]
[PROJECT MANAGER TITLE]

Enclosure

APPENDIX F - DEBARMENT/SUSPENSION CERTIFICATION

STATE OF)

SS.)

COUNTY OF)

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

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

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

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

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

Dated: _____

Signature of Proposer

Printed/Typed Name of Proposer

Corporate seal (if applicable)

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

State of _____

Notary Public