

**REQUEST FOR QUALIFICATIONS  
CONSULTING SERVICES FOR**

**A Review of the Managed Services Contract Proposal for 9-1-1**



**December 19, 2014**

## TABLE OF CONTENTS

<b>PUBLIC NOTICE .....</b>	<b>i</b>
<b>SCOPE OF SERVICES .....</b>	<b>1</b>
<b>STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS AND CONTENT .....</b>	<b>5</b>
<b>STATEMENT OF QUALIFICATIONS (SOQ) DELIVERY AND OPENING .....</b>	<b>8</b>
<b>PHASE 1 - STATEMENT OF QUALIFICATIONS EVALUATION AND SELECTION PROCESS .....</b>	<b>9</b>
<b>PHASE 2 - QUALIFICATIONS MATRIX AND CONTRACT.....</b>	<b>11</b>
<b>PHASE 3 - PROJECT INITIATION.....</b>	<b>12</b>
<b>ADMINISTRATIVE REQUIREMENTS.....</b>	<b>14</b>
<b>APPENDIX A - ARIZONA ADMINISTRATIVE CODE R4-30-301 .....</b>	<b>15</b>
<b>APPENDIX B - PROPOSER'S INFORMATION FORM .....</b>	<b>18</b>
<b>APPENDIX C - TITLE VI AGREEMENT/CONTRACT REQUIREMENTS.....</b>	<b>19</b>

**PUBLIC NOTICE**  
**REQUEST FOR QUALIFICATIONS**  
**CONSULTANT SERVICES FOR**

**A Review of the Managed Services Contract Proposal for 9-1-1**

The Maricopa Association of Governments (MAG) is seeking Statements of Qualifications (SOQ) from qualified consultants capable of providing professional services in the area of 9-1-1 Communications and Process Management Support.

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 12:00 Noon, Mountain Standard Time, on January 30, 2015, at MAG, 302 N. 1<sup>st</sup> Ave., Ste. 200, Phoenix, AZ 85003.

# SCOPE OF SERVICES

## Introduction

The purpose of this Request for Qualifications (RFQ) is to solicit Statements of Qualifications (SOQ) from consultants to provide the Maricopa Association of Governments (MAG) with specialized services in the area of 9-1-1 Communications and Process Management Support. The overall goal is to review and provide fiscal and technical analysis of the managed services contract proposal and provide analysis and potential alternatives to the State of Arizona's emergency telecommunications fund, including a history of the fund, impacts of fund transfers by the State of Arizona and a review of fund expenditures in support of the Review of Managed Services Contract Proposal for 9-1-1 activities in the Maricopa County Region. The consultant will also provide alternatives for the sustainable funding of the Community Emergency Notification System.

Revenue to implement and operate emergency telecommunication services (9-1-1) in the State of Arizona is derived through the Emergency Telecommunication Services Revolving Fund, collected from a Telecommunications Services Excise tax of 20 cents per month for each activated wire, wireless and Voice over Internet Protocol (VoIP) service account. In addition, a small percentage of prepaid wireless sales at the retail level contributes to the fund.

Two items have negatively affected the Arizona's Emergency Telecommunication Services Revolving Fund in recent years:

- 1) **Limited tax collections.** A tax of 37 cents per month per activated wire, wireless, and VoIP line was collected in 2003, but this amount has decreased legislatively to the current rate of 20 cents per month (the lowest in the nation).

Recent annual collections for the statewide Emergency Telecommunication Service Revolving Fund were:

FY 2012: \$16,511,888  
FY 2013: \$16,456,280  
FY 2014: \$17,150,316  
FY 2015: \$18,577,190 (projected).

In recent years, the MAG has received the following for approved expenditures from the state for Maricopa Region 9-1-1:

<b>Fiscal Year</b>	<b>Requested</b>	<b>Approved</b>
FY 2012	\$9,608,304	\$7,725,504
FY 2013	\$12,399,704	\$9,972,624
FY 2014	\$10,881,564	\$10,453,284
FY 2015	\$15,113,696	\$12,155,976
FY 2016	\$14,410,758	(not yet approved)

- 2) **Fund Transfers.** A total of \$53 million of the Emergency Telecommunication Services Revolving Fund, which was being held for future 9-1-1 projects, has been swept by the Legislature.

<b>Fiscal Year</b>	<b>Transferred Amount</b>
FY 2003	\$12,000,000
FY 2004	\$3,000,000
FY 2009	\$25,000,000
FY 2010	\$8,500,000
FY 2011	\$2,400,000
FY 2012	\$2,200,000
FY 2013	\$150,000

Due to the limited funds, the State of Arizona requested that CenturyLink provide a solution for 9-1-1 Managed Services. In 2013, CenturyLink provided a proposal to the State 9-1-1 Office to provide 9-1-1 services, which includes equipment, maintenance, and 9-1-1 Internet Protocol (IP) networking, bundled into one flat monthly fee of \$2,000 per approved call taking position. The proposal was reviewed by a third party technical consultant and in August 2014 the State presented the proposal for review to the 9-1-1 System Coordinators in the state.

The 9-1-1 system in the Maricopa County Region also operates an emergency notification system called the Community Emergency Notification System, which rapidly telephones residents notifying them of emergency situations and instructions on how they need to proceed. The Community Emergency Notification System is funded entirely through annual grants and is not supported by the Emergency Telecommunication Services Revolving Fund.

## **Background**

The Maricopa Association of Governments (MAG) is a Council of Governments that represents 27 cities and towns, three Native American Indian Communities, Maricopa County, and portions of Pinal County. Members include representatives from the incorporated cities and towns in Maricopa County as well as the city of Maricopa, town of Florence, Maricopa County, Pinal County, Gila River Indian Community, Salt River Pima-Maricopa Indian Community, Fort McDowell Yavapai Nation, Arizona Department of Transportation, and Citizens Transportation Oversight Committee.

In 1978, MAG began the process to implement an emergency telephone system for the residents of Maricopa County. Their efforts resulted in the successful launch of the Maricopa Region 9-1-1 system on September 9, 1985.

MAG contracts with the City of Phoenix to administer 9-1-1 telecommunication services for the greater Phoenix metro area. MAG member agencies and other entities (for example, Arizona State University and Luke Air Force Base) serve as public safety answering points and as the operators when citizens call 9-1-1 for assistance. Two MAG committees address 9-1-1 fiscal and technical issues: the 9-1-1 Oversight Team and the Public Safety Answering Point Managers Group. The recommendations provided by these two committees are addressed by the MAG Management Committee and the MAG Regional Council.

Per Arizona Revised Statutes (41-704): 41-704. Emergency telecommunication services; administration; revolving fund:

A. The director of the department of administration shall:

1. Adopt rules and procedures for administering and disbursing monies deposited in the emergency telecommunication services revolving fund, and at least quarterly review and approve requests by political subdivisions of this state for payment for operating emergency telecommunication service systems.
2. In fiscal year 2001-2002 and every two years thereafter, recommend to the legislature the amount of the telecommunication services excise tax that will be required during the following two fiscal years for purposes of this section, with supporting documentation and information. The legislature shall review the recommendation and take legislative action regarding the recommendation.

B. An emergency telecommunication services revolving fund is established to be administered by the director. The fund shall be used for:

1. Necessary or appropriate equipment or service for implementing and operating emergency telecommunication services through political subdivisions of this state. Priority shall be given to establishing emergency telecommunication services in those areas of the state that are without emergency telecommunication services.
  2. Necessary or appropriate administrative costs or fees for consultants' services, not to exceed five per cent of the amounts deposited annually in the revolving fund. The department may use up to two-thirds of the five per cent of the amounts deposited annually in the revolving fund for administrative costs. The remainder of the five per cent may be allocated for local network management of contracts with public safety answering points for emergency telecommunication services.
  3. Monthly recurring costs of emergency telecommunication services, including expenditures for capital, maintenance and operation purposes.
  4. A wireless carrier's costs associated with the provision, development, design, construction and maintenance of the wireless emergency telecommunication services in an amount that the wireless carrier has not recovered through the deduction mechanism specified in federal law.
- C. At the end of each fiscal year, any unexpended monies in the fund, including interest, shall be carried over and do not revert to the general fund but shall be applied to the extent possible to reduce the levy under section 42-5252, subsection A for the following fiscal year.

The Arizona 9-1-1 Program is proposing a managed services contract. Public safety answering points may enter into the contract. The managed services contract proposal is an allocated amount based on the number of 9-1-1 call answering stations at each PSAP funded by the State. The proposed contract has a number of aspects that require fiscal and technical review and analysis.

The consultant selected for the Review of the Managed Services Contract Proposal for 9-1-1 will be requested to review and provide fiscal and technical analysis of the managed services contract proposal; provide analysis and potential alternatives to the State of Arizona's emergency telecommunications fund, including a history of the fund, impacts of fund transfers by the State of Arizona and a review of fund expenditures that go toward the support of the Managed Services Contract Proposal for 9-1-1. The consultant will also provide alternatives for the sustainable funding of the Community Emergency Notification System. All deliverables and related information, including data and software, shall become the property of MAG. All third party software and programming languages used for the various tasks shall be agreed upon in advance.

The following documents are attached for reference

- **Attachment One:** 9-1-1 Managed Services Technical Review, conducted by Mission Critical Partners in June 2014 for the State of Arizona 9-1-1 Program.
- **Attachment Two:** CENTURYLINK NG9-1-1 with Managed 9-1-1 CPE Technical Service Exhibit for State of Arizona 9-1-1 System, August 15, 2014
- **Attachment Three:** Written Review of CenturyLink Responses
- **Attachment Four:** Tariff for Arizona, Qwest Corporation, issued March 18, 2013

## **Goals and Objectives**

The overall goal of the Review of the Managed Services Contract Proposal for 9-1-1 is to review and provide fiscal and technical analysis to the managed services contract proposal; and provide analysis and potential alternatives to the State of Arizona's emergency telecommunications fund, including a history of the fund, impacts of fund transfers by the State of Arizona and a review of fund expenditures in support of the Review of Managed Services Contract Proposal for 9-1-1 activities at MAG. The consultant will also provide alternatives for the sustainable funding of the Community Emergency Notification System.

## **REQUIRED CONSULTING SERVICES**

**A. Area of Expertise: Government Accounting with an emphasis in public safety funding streams**

The consultant will analyze and detail information related to the funding of the 9-1-1 system and the proposed reallocation relative to the Managed Services contract. This would include legislative and federal requirements, taxes, fees, allocations and funding sweeps and the effect of the same on system health.

**B. Area of Expertise: Legislative Analysis**

The consultant will review legislative actions and priorities as they relate to the 9-1-1 system and the proposed Managed Services contract. Analysis should include past and proposed legislative actions as well as federal and state rule making.

**C. Area of Expertise: 9-1-1 Operations Consulting**

The consultant will understand, evaluate and make recommendations on 9-1-1 operational impacts associated with funding levels, requirements and the proposed Managed Services contract as well as other identified options. Analysis should include a risk benefit analysis of all options.

**D. Area of Expertise: 9-1-1 Telecommunications Consulting**

The consultant will understand, evaluate and make recommendations on 9-1-1 communication impacts associated with funding levels, requirements and the proposed Managed Services contract as well as other identified options. Analysis should include a risk benefit analysis of all options.

## **ANTICIPATED PROJECTS**

- A. Review of the Managed Services Contract Proposal for 9-1-1
- B. Provide alternatives for the sustainable funding of the Community Emergency Notification System.
- C. Provide analysis and potential alternatives to the State of Arizona's emergency telecommunications fund.

## 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 20, entirely on letter size (8.5 x 11 inches), excluding the resumes, the cover letter, tabs, and appendices. Blank pages are not included in the total page count. The outside packaging of the submittal must be clearly marked with the Project Title, the SOQ Due Date, and the Proposer's name.

1. **Identification.** A title sheet or equivalent which includes:
  - a. The title of this solicitation.
  - b. Proposer's name and business address.
  - c. The name, title, mailing address, email address, telephone number and FAX number of the principal contact.
2. **Table of Contents.**
3. **Organization and Approach.** A brief statement describing the consultant's organization and outlining its approach to completing the work required for the range of projects included in this solicitation. This statement should briefly illustrate the consultant's overall understanding of specific areas of expertise as well as the anticipated projects listed.
4. **Background of Firm.** Background information regarding consultant, including:
  - a. Number of employees (by type of professional expertise and managerial role in the company).
  - b. Length of time the consultant has been in business.
  - c. Number of affiliated offices (if applicable).
5. **Range of Services Offered.** Identification of the specific services in which the consultant is qualified and plans to provide to MAG. Related services may be offered in addition to those referenced above in the sections titled "Required Consulting Services" and "Anticipated Projects." This information must be provided in a spreadsheet format, clearly identifying the firm's role and the role of subconsultants. Therefore, all SOQs should include sufficient personnel resources for carrying out all types of anticipated work in each area of expertise offered.
6. **Recent Examples.** Examples of successful, recent experience in providing consultant services in each of the areas of expertise identified above. Preference will be given to consultants with demonstrated experience and expertise in successfully performing work of a similar nature or related nature.
7. **Disclosure.** It is essential that the integrity of the evaluation process be maintained to ensure a thorough and fair consideration in the Review of the Managed Services Contract for 9-1-1.

Should the consultant's business services include selling or providing 9-1-1 services, it must disclose all 9-1-1 products and/or services it currently offers and identify any current procurements with 9-1-1 service vendors. The consultant must also describe how it intends to keep its provider services from conflicting with its analysis of the Managed Services.

8. **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.
9. **Individuals and Expertise.** A complete listing of all individuals to be included under each area of expertise, specifying their level of participation in each of the areas of expertise identified in item five (5). This information must be provided in a spreadsheet or tabular format with subconsultants listed separately. Project managers on assignments that involve traffic engineering elements must be a currently registered engineer in Arizona.
10. **Resumes.** Resumes of each person listed in item eight (8) above, indicating education and experience relevant to the areas of expertise. Include abstracts of previously completed similar projects.
11. **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.
12. **Additional Information.** Any additional information that the consultant believes would be useful to MAG in evaluating the consultant's SOQ.
13. **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.
14. **Information Form.** A completed Proposer's Information Form (Appendix B). If applicable, completed Proposer's Information Form for each subconsultant proposed for this project.

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

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
- b. The consultant will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

- c. The consultant has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
  - d. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the consultant may be debarred.
15. **Authorized Signer Signature.** The SOQ shall be signed by a representative or officer authorized to bind the consultant. Individuals of the consultant qualified to negotiate a contract with MAG regarding the SOQ shall be identified by name, title, address, and telephone number.
16. **Confidential Portions Identification.** In accordance with Arizona Administrative Code R2-7-103, consultant may designate as confidential portions of a SOQ. A summary index of any such designation must be included in the Table of Contents or cover letter in the SOQ documents. If MAG determines to disclose the information provided, MAG shall inform the consultant in writing of such determination.
17. *Disclaimer: **Anti-Lobbying:** MAG complies with the provisions of Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11 and 23 CFR 630.112(c)(5). That legislation prohibits Federal funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement.*

## **STATEMENT OF QUALIFICATIONS (SOQ) DELIVERY AND OPENING**

Ten (10) copies of the SOQ, entirely on letter size (8.5 x 11 inches) paper, should be submitted by 12:00 Noon, Mountain Standard Time (MST) by January 30, 2015, to the following address:

Maricopa Association of Governments  
Attention: Nathan Pryor, Government Relations Manager  
302 North First Avenue, Suite 200  
Phoenix, AZ 85003

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

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

Any questions regarding this Request for Qualifications should be submitted in writing to Nathan Pryor, Government Relations Manager, by FAX at (602) 254-6309; or by email at [npryor@azmag.gov](mailto:npryor@azmag.gov), not later than eight (8) working days prior to the closing date of January 30, 2015. Responses to questions submitted will be posted on the MAG Web site at <http://www.azmag.gov> under "RFPs and RFQs" not later than five (5) working days prior to the closing date of January 30, 2015. Additional information regarding MAG activities, including Committee meeting schedules, may be found on the MAG Web site <http://www.azmag.gov>.

## PHASE 1 - STATEMENT OF QUALIFICATIONS EVALUATION AND SELECTION PROCESS

1. **Evaluation Criteria.** All SOQs submitted will be evaluated by a group consisting of MAG staff and member agencies. Evaluation criteria include, but are not limited to, the following:
  - a. Demonstration of the overall understanding of goals and objectives of this solicitation.
  - b. Clarity of SOQ, realistic approach, technical soundness, and enhancements to elements outlined in this RFQ.
  - c. Education and relevant experience of personnel in providing similar services. Only those personnel that will be assigned to work directly on each area should be cited.
  - d. Proven track record in the areas of expertise sought. Consultant should clearly identify the principal people who worked on past projects and the amount of time they devoted to the work effort.
  - e. Availability of key personnel throughout the project effort.
  - f. Ability and commitment to deliver required products and services, meet all deadlines for submitting associated work products, and ensure quality control.
  - g. Recognition of work priorities and flexibility to deal with change and contingencies.
2. **References.** As part of its final selection, MAG reserves the right to contact a reasonable number of references from among those provided by the consultant.
3. As provided by Arizona Administrative Code R2-7-101, discussions may be conducted with Proposers who submit SOQs determined likely to be selected for inclusion in the Review of Managed Services Contract Proposal for 9-1-1. If discussions are conducted during Phase 2 pursuant to Arizona Administrative Code R2-7-101, MAG shall issue a written request for best and final offers. Award may be made without discussions; therefore, SOQs shall be submitted on complete and on most favorable terms. The selection of a consultant will be based solely on qualifications and exclude consideration of price or fee. MAG will negotiate compensation with the consultant determined to be the most qualified; and, if a fair and reasonable compensation cannot be negotiated with consultant, MAG may initiate negotiations with the next most qualified consultant.
4. **MAG Approval.** A recommendation for inclusion of the selected consultants in the Review of Managed Services Contract Proposal for 9-1-1 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 to the State of Arizona Public Records law(s).
6. Contact with MAG or MAG Member Agency Employees. All firms interested in this RFQ/RFP (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, and to protect the integrity of the selection process. All questions on this selection process should be addressed to the authorized representative at MAG.

## PHASE 2 - QUALIFICATIONS MATRIX AND CONTRACT

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

## PHASE 3 - PROJECT INITIATION

1. **Request for Technical and Pricing Proposal.** To initiate a project under this contract, MAG will provide a brief scope of services and request a technical and pricing proposal, based on the rate and personnel schedules described above, to be submitted to MAG within two (2) weeks of receipt by selected consultant. The consultant's proposal 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.
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 for projects to be completed under this contract may vary from a few weeks to several months and will be dependent on the scope of services. The consultant will submit any changes to the project schedule in a format specified by MAG.

### VENDOR INFORMATION

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 obtained in connection with the performance of the resulting contract, unless made public by MAG.

### CONSULTANT SELECTION FROM MULTIPLE CONTRACTS

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

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

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

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

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

**CHANGES IN SERVICES**

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

**PROJECT ADMINISTRATION AND PROJECT MANAGEMENT**

The MAG Project Manager is Nathan Pryor, Government Relations Manager, who will provide general direction as necessary and who will be responsible for decisions pertaining to work under the contract for the Review of the Managed Services Contract Proposal for 9-1-1.

**PAYMENT**

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

Progress reports and invoices shall be submitted according to intervals specified in the final consultant contract or Task Order for reimbursement of costs incurred in conformance with the project budget. The progress reports shall document services by each work task, the hours worked, 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 Review of Managed Services Contract Proposal for 9-1-1 shall not be construed as an exclusive arrangement and further agrees that MAG may secure similar services with other contracted sources at any time in conjunction with, or in replacement of, the proposed services.
2. The basis for payment to the consultant for services rendered shall be based on the negotiated scope of services, budget, approved rate schedule for the prime consultant and/or any subconsultants, and fee.
3. An audit examination of the consultant's records may be required.
4. During project execution, a progress report shall be submitted along with the invoice within ten (10) working days after the end of each month until the final report is submitted. Each report should include a comprehensive narrative of the activities performed during the month, an estimated percent completed for each project task, monthly and cumulative costs by task, activities of any subconsultants, payments to any subconsultants, and a discussion of any notable issues or problems being addressed.
5. Each consultant selected must document any potential conflicts of interest during the contract period. A conflict of interest shall be cause for terminating a contract. A potential conflict of interest includes, but is not limited to, the following:
  - a. Accepting an assignment where duty to the client would conflict with the consultant's personal interest or the interest of another client.
  - b. Performing work for a client or having an interest which conflicts with this contract.
  - c. Employing personnel who worked for MAG or one of its member agencies within the past three (3) years.

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

6. MAG, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259). Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all consultants that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit SOQs in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Any contract resulting from this RFQ shall contain Title VI compliance language as specified in Appendix C of this RFQ.
7. The consultants selected shall be required to comply with MAG insurance requirements, which may include Workers' Compensation, Architects and Engineers Professional Liability insurance, Commercial General Liability insurance, Business Automobile Liability insurance, and Valuable Papers insurance.
8. Small and Minority Business and Women's Business Enterprises
  - a. It is MAG's policy, as a federally assisted agency, to encourage small and minority businesses and women's business enterprises to submit proposals.
  - b. State whether the primary consultant firm or any subconsultants are a small or minority business or a woman's business enterprise.

## 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: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Web address: \_\_\_\_\_ Year firm was established: \_\_\_\_\_

Is this firm a prime consultant? Yes \_\_\_\_\_ No \_\_\_\_\_

Is this firm a subconsultant? Yes \_\_\_\_\_ No \_\_\_\_\_

If so identify specialty: \_\_\_\_\_

Is this firm a certified DBE? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, by whom? \_\_\_\_\_

Is this firm currently debarred? Yes \_\_\_\_\_ No \_\_\_\_\_

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

### 2. FINANCIAL INFORMATION

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

\_\_\_\_\_ <\$300,000

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

\_\_\_\_\_ \$6000 - \$999,999

\_\_\_\_\_ \$1,000,000 - \$4,999,999

\_\_\_\_\_ >\$5,000,000

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

\_\_\_\_\_  
[NAME, TITLE]

\_\_\_\_\_  
Date

## APPENDIX C - 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 of race, color, or national origin, because of habit, local custom, or otherwise.

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