

**ON-CALL CONSULTING SERVICES  
FOR  
FY 2016 AIR QUALITY TECHNICAL ASSISTANCE**



**March 26, 2015**

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**PUBLIC NOTICE**  
**REQUEST FOR QUALIFICATIONS**  
**ON-CALL CONSULTING SERVICES**  
**FOR**  
**FY 2016 AIR QUALITY TECHNICAL ASSISTANCE**

Maricopa Association of Governments (MAG) is seeking a Statement of Qualifications (SOQ) from qualified consultants capable of providing professional services in the area of Air Quality Technical Assistance to form an On-Call list of consultants to provide services to MAG.

Detailed SOQ requirements may be obtained by contacting the MAG Office at the address indicated below or may be downloaded from <http://www.azmag.gov>, then "RFPs and RFQs."

SOQs will be accepted until 12:00 Noon MST (Mountain Standard Time) on April 23, 2015, at MAG, 302 North First Avenue, Suite 200, Phoenix, AZ 85003.

# SCOPE OF SERVICES

## Introduction

The purpose of this Request for Qualifications (RFQ) is to solicit Statement of Qualifications (SOQ) from consultants to participate in forming an On-Call list to provide Maricopa Association of Governments (MAG) with specialized services in the area of Air Quality Technical Assistance. The duration of the On-Call list will be thirty six (36) months from the date of contract execution with selected consultants. The proposed budgeted amount available for FY 2016 Air Quality Technical Assistance under this RFQ is \$100,000. The total amount available under each Task Order (defined on Page 2) issued to qualified, approved consultants under this RFQ will vary depending on the desired services.

## Background

MAG is the designated Metropolitan Planning Organization (MPO), for transportation planning for the metropolitan Phoenix area. MAG is also the designated Air Quality Planning Agency for the region. The MAG membership consists of the 27 incorporated cities and towns within Maricopa County and 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.

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

The MAG 2012 Five Percent Plan for PM-10 contains a variety of existing committed control measures and projects that have been implemented to reduce PM-10 and a new measure designed to reduce PM-10 during high risk conditions, including high winds. On June 10, 2014, the Environmental Protection Agency (EPA) published a notice of final approval of the MAG 2012 Five Percent Plan for PM-10, effective on July 10, 2014. On July 29, 2014, the Arizona Center for Law in the Public Interest filed a lawsuit to challenge the EPA approval of the plan in the U.S. Ninth Circuit Court of Appeals. Supplemental technical analyses and information may need to be provided to EPA. Following plan approval and a determination by EPA that the standard has been met, MAG initiated the planning effort to prepare a PM-10 Maintenance Plan. Documentation for exceptional events will need to be prepared as necessary.

For the eight-hour ozone standard of 0.075 parts per million, EPA published a final rule on May 21, 2012 to designate the Maricopa nonattainment area as a Marginal Area. Due to a subsequent court ruling, EPA published a final rule on March 6, 2015 revising the attainment date for Marginal Areas from December 31, 2015 to July 20, 2015. The MAG 2014 Eight-Hour Ozone Plan-Submittal of Marginal Area Requirements for the Maricopa Nonattainment Area was submitted to EPA on June 27, 2014. On August 28, 2014, the MAG 2014 State Implementation Plan Revision for the Removal of Stage II Vapor Recovery Controls in the Maricopa Eight-Hour Ozone Nonattainment Area was submitted to EPA. The EPA approval process for both plans is being monitored and supplemental technical analyses may be necessary. On November 25, 2014, EPA signed a notice proposing to revise the primary National Ambient Air Quality Standard for ozone within a range of 0.065 to 0.070 parts per million. It is anticipated that EPA will finalize the standards in October 2015. New versions of the EPA MOVES model may also need to be integrated into the MAG air quality modeling and analyses.

As part of the Project, the selected CONSULTANT(s) will be requested to assist with one or more of the following: Air Quality Modeling, Air Quality Monitoring and Meteorology, Analysis of Exceptional Events, Emissions Inventories, Analysis of Control Measures, Implementation and Tracking of Control Measures, Air Quality Plan Preparation, CMAQ Evaluation Methodologies, and Transportation Conformity in support of Air Quality Technical Assistance activities at MAG. Consultant assistance may also be needed for Analysis of Greenhouse Gas Requirements and Emissions. While the level of activity on Climate Change

by Congress has slowed dramatically since 2009, there may be renewed interest due to the damage caused by Hurricane Sandy in 2012. All deliverables and related information, including data and software, shall become the property of MAG.

In order to expedite the delivery of consultant services, MAG will preselect an On-Call list of qualified consultants to participate in the FY 2016 Air Quality Technical Assistance services. The intent of the On-Call Consultant program is to enable MAG staff to augment existing resources by forming a pool of qualified consultant(s) to provide specialized services that are required for executing tasks and projects in the identified areas. All third party software and programming languages used for the various tasks shall be agreed upon in advance.

### **Goals and Objectives**

The overall goal of this Project is to provide data collection, analysis, modeling, and planning necessary to meet the National Ambient Air Quality Standards and the Clean Air Act requirements for the criteria pollutants and conformity.

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

In order to expedite the delivery of consultant services, MAG will preselect an On-Call list of qualified consultants to participate in the FY 2016 Air Quality Technical Assistance On-Call services program. The intent of this program is to enable MAG staff to augment existing resources by forming a pool of qualified consultants to provide specialized services that are required for executing tasks and projects in identified areas ("Task Orders"). It is anticipated that the selected consultants will utilize state-of-the-art engineering and planning tools in executing the Task Orders.

The initial budget of \$100,000 for the FY 2016 Air Quality Technical Assistance On-Call Consultant projects is included as new funding in the MAG proposed 2016 Unified Planning Work Program and Annual Budget. Additional funding may become available through the Transportation Program (TIP) and may also be approved as part of the MAG 2017 and 2018 Unified Planning Work Programs. Other additional funding may be amended into the Work Program as needed or as additional funds become available.

## REQUIRED CONSULTING SERVICES AND ANTICIPATED PROJECTS

### A. Area of Expertise: AIR QUALITY MODELING

Based on established modeling protocols, the consultant will conduct air quality modeling using Environmental Protection Agency (EPA) approved models to evaluate the impact of control measures and demonstrate attainment or maintenance of federal air quality standards. The consultant will have expertise in using one or more of the following air quality and meteorology models: WRF, AERMOD, CALPUFF, CMAQ, CAMx, and probabilistic rollback. The consultant will conduct statistical analyses of meteorology, traffic counts, emission rates, and air quality monitoring data to assist MAG in modeling attainment and maintenance of the air quality standards. The consultant will conduct analyses and produce graphics representing the pattern of air flow and pollution concentrations during high pollution episode conditions.

### B. Area of Expertise: AIR QUALITY MONITORING AND METEOROLOGY

The consultant will conduct air quality monitoring using EPA approved techniques to measure ambient concentrations of pollutants such as PM-10, PM-2.5, Ozone, VOC, and NOx. The consultant will collect meteorological data as necessary to supplement the monitoring data and assist MAG in modeling attainment and maintenance of the air quality standards.

### C. Area of Expertise: ANALYSIS OF EXCEPTIONAL EVENTS

The consultant will conduct analyses in support of requests to EPA to exclude exceedances caused by exceptional events. Exceptional events requests may include PM-10 and/or PM-2.5 exceedances caused by high wind events and ozone exceedances caused by wildfires or stratospheric intrusion events. The consultant will follow the exceptional event criteria in EPA's rule, *Treatment of Data Influenced by Exceptional Events* (codified in 40 CFR Parts 50 and 51) and more recent EPA guidance. These criteria may include: (1) Preparation of a "conceptual model" explaining the meteorological conditions that produced the event, (2) Demonstration that the event was a "natural event" that affected air quality, (3) Analysis of historical weather and pollutant concentration data to document that an event was in excess of normal, historical fluctuations, (4) Plotting of back trajectories, (5) Determination of land use along back trajectories, (6) Estimation of anthropogenic and non-anthropogenic emissions, (7) Documentation that identified anthropogenic emissions sources had reasonable control measures in place, (8) Demonstration of the "clear causal relationship" between the event and the exceedance at the monitoring site(s) through use of time-specific meteorological and pollutant concentration data, (9) "But-For" analysis showing that the exceedance would not have occurred but for the natural event, and (10) Preparation of draft work products that may be included in exceptional event requests to EPA.

### D. Area of Expertise: EMISSIONS INVENTORIES

The consultant will develop emissions inventories for ozone precursors, carbon monoxide, PM-10, and PM-2.5. The consultant will also develop emissions inventories for specific sources (i.e., agriculture, windblown dust) and years. The consultant will provide assistance in developing and revising inputs and methodologies, and documenting emissions inventories. The consultant will have expertise in MOVES2014, NONROAD2008, EDMS, and MEGAN models. The consultant will review emission models and algorithms (i.e., windblown dust) and provide suggestions for improvement of assumptions, processes and input data. The consultant will conduct surveys of land use and emissions sources, collect samples, and assemble activity data that support the development of emissions inventories, including development of dirt road inventories and tracking progress made to pave dirt roads. The consultant will collect and analyze field data, including soil samples, measure silt content and moisture of soils, measure silt loadings on various types of paved and unpaved surfaces, and conduct traffic surveys that support the development of emissions inventories. The consultant will utilize satellite imagery and aerial photography to identify potential sources of PM-10, PM-2.5, Ozone, VOC, and NOx emissions. The consultant will conduct analyses and produce graphics representing the pattern of air flow and pollution concentrations during high pollution episode conditions. All work performed will be in accordance with the federal Clean Air Act and guidance issued by the EPA.

**E. Area of Expertise: ANALYSIS OF CONTROL MEASURES**

The consultant will prepare a detailed analysis of control measures, including potential effectiveness in reducing emissions, implementation costs, and cost-effectiveness. The consultant will conduct field studies to determine control measure effectiveness and efficiencies.

**F. Area of Expertise: IMPLEMENTATION AND TRACKING OF CONTROL MEASURES**

The consultant will identify important considerations for implementing new control measures and strengthening existing measures including quantifying emissions reductions, the potential authority to implement the measures, costs and cost effectiveness, advantages and disadvantages, implementation schedule, and implementing agency responsibilities. The consultant will track the status of the implementation of control measures.

**G. Area of Expertise: AIR QUALITY PLAN PREPARATION**

The consultant will prepare technical air quality reports documenting the results of air quality modeling, air quality monitoring, traffic data, emissions inventories, analysis of control measures, implementation and tracking of control measures, analysis of exceptional events, and other air quality data and analyses for review by MAG. Final work products may be included in the air quality plans and technical support documentation submitted to EPA.

**H. Area of Expertise: CMAQ EVALUATION METHODOLOGIES**

The consultant will provide assistance to MAG in reviewing and updating methodologies for evaluating the emissions reductions and cost-effectiveness of projects requesting Congestion Mitigation and Air Quality Improvement (CMAQ) funding. The consultant will provide assistance in developing inputs, devising and revising the methodologies, documenting the methodologies, and evaluating CMAQ project requests that are submitted to MAG.

**I. Area of Expertise: TRANSPORTATION CONFORMITY**

The consultant will assist MAG in conducting emissions modeling and preparing documentation for regional emissions analyses, developing assumptions, and conducting the technical research necessary to determine transportation conformity for the Transportation Improvement Program and Regional Transportation Plan. The consultant will have expertise or experience in Travel Demand Models (DTM) and Motor Vehicle Emission Simulator (MOVES2014). The conformity work will be designed to meet federal and state requirements.

**J. Area of Expertise: ANALYSIS OF GREENHOUSE GAS REQUIREMENTS AND EMISSIONS**

Consultant expertise may be needed for an analysis of greenhouse gas requirements and emissions. The consultant will conduct analyses of greenhouse gas requirements, emissions, potential greenhouse gas reduction strategies, and the possible impacts of greenhouse gas emissions limits on the Transportation Improvement Plan (TIP), Regional Transportation Plan (RTP), and the MAG Planning Area. The consultant will prepare a greenhouse gas emissions inventory and a plan for reducing greenhouse gas emissions. The consultant will assist MAG in updating the TIP and RTP to integrate the greenhouse gas emissions reduction plan.

## Anticipated Projects:

The overall goal is to perform data collection, analysis, modeling, and planning necessary to meet the National Ambient Air Quality Standards and the Clean Air Act requirements for the criteria pollutants and conformity. The following section provides a sample of the types of air quality projects for which MAG may require technical assistance.

- **MAG Five Percent Plan for PM-10.** Supplemental technical analyses and information on the Five Percent Plan may need to be provided to the Environmental Protection Agency. This technical assistance may include air quality modeling, air quality monitoring, surveys and emissions inventories, analysis of meteorological and air quality monitoring data, analysis of control measures, and document preparation. All work performed will be in accordance with the federal Clean Air Act and guidance issued by the Environmental Protection Agency.
- **PM-10 Maintenance Plan** – Development of a PM-10 Maintenance Plan. This technical assistance may include air quality modeling, air quality monitoring, surveys and emissions inventories, analysis of meteorological and air quality monitoring data, analysis of control measures, and document preparation. All work performed will be in accordance with the federal Clean Air Act and guidance issued by the Environmental Protection Agency.
- **Conformity Analysis.** Conduct Conformity Analyses for transportation plans, programs, and projects. This technical assistance may include emissions modeling, preparation of assumptions, and technical research.
- **Congestion Mitigation and Air Quality Improvement (CMAQ) Projects.** Evaluation of CMAQ projects. This technical assistance may include developing and documenting evaluation methodologies and evaluating potential projects for CMAQ funding.
- **New Eight-Hour Ozone Plan.** Development of a new eight-hour ozone plan after EPA finalizes the new eight-hour ozone standard. This technical assistance may include air quality modeling, air quality monitoring, surveys and emissions inventories, analysis of meteorological and air quality monitoring data, analysis of control measures, and document preparation. All work performed will be in accordance with the federal Clean Air Act and guidance issued by the Environmental Protection Agency.
- **Analysis of Exceptional Events.** Development of analyses in support of requests to EPA to exclude exceedances caused by exceptional events such as high wind events, wildfires and ozone stratospheric intrusion events. This technical assistance may include preparation of a conceptual model of the meteorological conditions that caused the event, analysis of historical weather and pollutant concentration data, plotting back trajectories, determination of land use along the back trajectories, estimation of anthropogenic and non-anthropogenic emissions, documentation that identified anthropogenic emission sources had reasonable control measures in place, analysis showing that the exceedance would not have occurred but for the natural event, source apportionment, demonstration of the clear causal relationship between the event and elevated pollutant concentrations, and document preparation. All work performed will be in accordance with the exceptional event criteria in EPA's rule, *Treatment of Data Influenced by Exceptional Events* (codified in 40 CFR Parts 50 and 51) and more recent EPA guidance.
- **Periodic Emissions Inventory.** Development of a Periodic Emissions Inventory for ozone precursors, carbon monoxide, and PM-10 to meet requirements set forth in Title I of the Clean Air Act Amendments of 1990 (CAAA). The CAAA require development of a baseline emissions inventory and periodic emissions revisions for areas that fail to meet the National Ambient Air Quality Standards (NAAQS). This technical assistance may include developing inputs, devising, and revising methodologies for onroad, nonroad, and biogenic source modeling.

## **PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES – COMMITMENT, COMPLIANCE AND REPORTING**

- A. The Arizona Department of Transportation (ADOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts. It is also ADOT's policy to:

1. Ensure nondiscrimination in the award and administration of federally-funded contracts;
2. Create a level playing field on which DBEs can compete fairly for federally-funded contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility requirements are counted as DBEs;
5. Help remove barriers to the participation of DBEs in federally-funded contracts;
6. Assist in the development of firms that can compete successfully in the marketplace; and
7. Facilitate and encourage participation by Small Business Concerns (SBCs) in ADOT contracts. ADOT encourages Consultants to take reasonable steps to eliminate obstacles to SBC's participation and to utilize SBCs in performing contracts.

The Federal regulations require a recipient of federal highway funding to implement an approved DBE Program that consists of establishing a statewide DBE utilization goal that uses race-neutral means to the maximum feasible extent to achieve the goal. Where race-neutral measures prove inadequate to achieve the goal, the State is required to use race-conscious measures, such as a DBE participation goal for individual contracts.

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends to meet the goal with a combination of race-conscious efforts and race-neutral efforts. Race-conscious participation occurs where the Consultant uses a percentage of DBEs to meet a contract specified goal. Race-neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses.

The Consultant is required to adhere to the commitment made to utilize certified Disadvantaged Business Enterprises (DBE) as indicated in the firm's Statement of Qualifications (SOQ) or subsequently agreed to by the State during negotiations. The State, at its discretion on a case-by-case basis, may waive the above limitations.

### **B. DBE GOAL/COMMITMENT AND DOCUMENTATION**

No DBE goal has been set on this Contract. The Consultant IS ENCOURAGED to voluntarily obtain DBE participation on this Contract to help ADOT meet its overall DBE goal.

### **C. COMPLIANCE**

This Contract is subject to DBE compliance tracking for the Consultant and its Subconsultants. Lower-tier Subconsultants and Vendors are required to provide any requested DBE Contract compliance-related data in hard copy or electronically as determined by the State, including

written agreements between the Consultant and Subconsultant DBEs. The Consultant shall report the amount earned by and paid to each DBE and non-DBE Subconsultants working on the project for the preceding month on each monthly Progress Payment Report. The Consultant is responsible for ensuring that the Consultant and all its Subconsultants and lower-tier Subconsultants have completed all requested items and that their contact information is accurate and up-to-date.

#### D. REPORTING AND SANCTIONS

1. ADOT is required to collect DBE participation data on all Federal-aid projects, whether or not there is a stated DBE goal/commitment on this Contract. Therefore, the Consultant shall report the monthly payments made to all DBE, non-DBE Subconsultants and Direct Expense Vendors, including all lower-tier Subconsultants, for labor, equipment, and materials. If the Consultant and its Subconsultants do not provide all required DBE usage and payment information with the monthly Progress Payment Reports (PPRs) submittals for the preceding month, and complete its monthly audit and reporting of payments to DBEs and non-DBEs in the DBE System, the State shall deduct \$1,000 for each delinquent report, whether from the Consultant or any of its Subconsultants, from the progress payment for the current month, not as a penalty but as liquidated damages. If by the following month, the required DBE payment information for the previous month has still not been provided, the State shall deduct an additional \$1,000 for each delinquent report. Such deductions shall continue for each subsequent month that the Consultant or its Subconsultants fail to provide the required payment information.
2. The Consultant, Subconsultants, lower-tiered Subconsultants and Vendors shall confirm the payments received from ADOT and/or the Consultant through ADOT DBE Contract & Labor Compliance Management System (DBE System).
3. After execution of this Contract and before the first Payment Report/Invoice is submitted to the Maricopa Association of Governments, the Consultant is required to log into the DBE System and enter the name, contact information, and subcontract amounts for all Subconsultants, lower-tier Subconsultants and Direct Expense vendors performing any work on the project to help ADOT track and monitor payments to DBE and non-DBE Subconsultants on the project and to confirm that the scope of services and commitments made via the DBE Intended Participation Affidavits are being met.
4. All DBE and non-DBE subcontracting activities and payments shall be reported by the Consultant. All DBE subcontracting activities will be counted toward DBE participation. This includes lower-tier subcontracting activities regardless of whether or not the DBE is under contract with another DBE.

#### E. COUNTING DBE PARTICIPATION

In counting the DBE participation, the Department shall apply the rules in 49 CFR §26.55. The firm shall count only the value of the work actually performed by the DBE toward DBE goals. No credit shall be allowed for shipping, manufacturing or supply.

1. Contracts created to artificially create DBE participation are not acceptable; the arrangement shall be within normal industry practices. The DBE shall perform a commercially useful function.
2. Count the entire amount of that portion of a Contract (or other Contract not covered by paragraph (2) of this section) that is performed by the DBE's own forces. Firms shall include the cost of supplies and materials obtained by the DBE for the work on the Contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subconsultant purchases or leases from the Consultant or its affiliate).

3. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specially required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with the fees customarily allowed for similar services.
4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the lower-tier Subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goals.
5. It is presumed that the DBE is not performing a commercially useful function if: (a) a DBE does not perform or exercise responsibility for at least 30 percent (30%) of the total cost of its Contract with its own work force; or (b) the DBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice for the type of work involved.

F. PARTICIPATION BY SMALL BUSINESS CONCERNS (SBCS)

It is ADOT's policy to facilitate and encourage participation by Small Business Concerns (SBCs) in ADOT contracts. ADOT encourages Consultants to take reasonable steps to eliminate obstacles to SBC's participation and to utilize SBCs in performing contracts.

Consultant shall take all reasonable steps to remove obstacles to SBC participation in the contract. ADOT encourages the Consultant to utilize SBCs. SBCs are registered in the Arizona Unified Transportation Registration and Certification System (AZ UTRACS).

## STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS AND CONTENT

It is required that the SOQ include the following items in the same order as they are listed below. Failure to provide the requested information may result in rejection of the SOQ. Brief and concise submittals are encouraged. The total number of pages must not exceed FIFTY PAGES TOTAL (50), entirely on letter size (8.5 x 11 inches), excluding the resumes, the cover letter, tabs, and appendices. Blank pages are not included in the total page count. The outside packaging of the submittal must be clearly marked with the Project Title, the SOQ Due Date, and the Proposer's name.

1. **Identification.** A title sheet or equivalent which includes:
  - a. The title of this solicitation.
  - b. Proposer's name and business address.
  - c. The name, title, mailing address, and telephone and fax numbers of the principal contact.
2. **Table of Contents.**
3. **Organization and Approach.** A brief statement describing the CONSULTANT's organization and outlining its approach to completing the work required for the range of projects included in this solicitation. This statement should briefly illustrate the CONSULTANT's overall understanding of specific areas of expertise as well as the anticipated projects listed.
4. **Background of Firm.** Background information regarding CONSULTANT, including:
  - a. Number of employees (by type of professional expertise and managerial role in the company).
  - b. Length of time the CONSULTANT has been in business.
  - c. Number of affiliated offices (if applicable).
5. **Range of Services Offered.** Identification of the specific services that the CONSULTANT is qualified in and plans to provide to MAG. Related services may be offered in addition to those referenced above in the Section titled "REQUIRED CONSULTING SERVICES AND ANTICIPATED PROJECTS." The CONSULTANT does not have to submit a response to all the required areas of expertise and anticipated projects listed to be favorably considered. This information must be provided in a spreadsheet format, clearly identifying the firm's role and the role of Subconsultants and anticipation of DBE participation if applicable. Therefore, all SOQs should include sufficient personnel resources for carrying out all types of anticipated work in each area of expertise offered.
6. **Recent Examples.** Examples of successful, recent experience in providing consultant services in each of the areas of expertise identified above. Preference will be given to Consultants with demonstrated experience and expertise in successfully performing work of a similar nature or related nature.
7. **References.** One reference for each example submitted under item six (6), above. Include the following:
  - a. Date of the project.
  - b. Name and address of client.

- c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
  - d. Relevance to this SOQ.
  - e. Brief description of the project.
8. **Individuals and Expertise.** A complete listing of all individuals to be included under each area of expertise, specifying their level of participation in each of the areas of expertise identified in item five (5). This information must be provided in a spreadsheet or tabular format with Subconsultants listed separately. Project managers on assignments that involve traffic engineering elements must be a currently registered engineer in Arizona.
9. **Resumes.** Resumes of each person listed in item eight (8) above, indicating education and experience relevant to the areas of expertise. Include abstracts of previously completed similar projects.
10. **Subconsultants.** The name, address, telephone number, and primary contact for Subconsultants included in the project (if any). For each Subconsultant, include resumes of the individuals to be assigned to the project and at least two (2) references which include:
  - a. Date of the project.
  - b. Name and address of client.
  - c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
  - d. Relevance to this SOQ.
  - e. Brief description of the project.
11. **Additional Information.** Any additional information that the Proposer believes would be useful to MAG in evaluating the Proposer's SOQ.
12. **Rules of Professional Conduct Certification Statement.** A signed statement, located on the last page of Appendix A, certifying that CONSULTANT will comply with, in all respects, the rules of professional conduct set forth in A.A.C. R4-30-301 (Appendix A), which is the official compilation of Administrative Rules and Regulations for the State of Arizona.
13. **Information Form.** A completed Proposer's Information Form (Appendix B). If applicable, completed Proposer's Information Form for each Subconsultant proposed for this project.

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

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

14. **Debarment and Suspension Certification.** As required by 49 CFR 29 (Debarment and Suspension), certification of Consultant's eligibility to receive Federal funds and a copy of such certification for which may be furnished to ADOT or other government entities. A certification to this effect is included in this RFQ as Appendix C and must be submitted by CONSULTANT in order for CONSULTANT to be considered responsible and their SOQ to be considered responsive.
15. **Authorized Signer Signature.** The SOQ shall be signed by a representative or officer authorized to bind the CONSULTANT. Individuals of the CONSULTANT qualified to negotiate a contract with MAG regarding the SOQ shall be identified by name, title, address, and telephone number.
16. **Confidential Portions Identification.** In accordance with Arizona Administrative Code R2-7-103, CONSULTANT may designate as confidential portions of a SOQ. A summary index of any such designation must be included in the Table of Contents or cover letter in the SOQ documents. If MAG determines to disclose the information provided, MAG shall inform the CONSULTANT in writing of such determination.
17. Disclaimer: **Anti-Lobbying:** MAG complies with the provisions of Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11 and 23 CFR 630.112(c)(5). That legislation prohibits Federal funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement.
18. **SOQ Proposer's Solicitation List:** In accordance with 49 CFR 26.11 ADOT is required to create and maintain a Proposer's Solicitation List to capture accurate data regarding the universe of DBE, non-DBE, and Small Business Concerns (SBC) Consultants and Subconsultants who expressed interest or were solicited to work on this contract. Proposers must complete and submit APPENDIX F – SOQ PROPOSER'S SOLICITATION LIST with its submittal.

## STATEMENT OF QUALIFICATIONS (SOQ) DELIVERY AND OPENING

10 (TEN) copies of the SOQ, entirely on letter size (8.5 x 11 inches) paper, should be submitted by 12:00 Noon MST Mountain Standard Time (MST), April 23, 2015, to the following address:

Maricopa Association of Governments  
Attention: Randy Sedlacek  
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 Randy Sedlacek, Senior Air Quality Project Manager by fax at 602-254-6490; or by email at [rsedlacek@azmag.gov](mailto:rsedlacek@azmag.gov) not later than eight (8) working days prior to the closing date of April 23, 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 April 23, 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. Proposer should clearly identify the principal people who worked on past projects and the amount of time they devoted to the work effort.
  - e. Availability of key personnel throughout the project effort.
  - f. Ability and commitment to deliver required products and services, meet all deadlines for submitting associated work products, and ensure quality control.
  - g. Recognition of work priorities and flexibility to deal with change and contingencies.
2. **References.** As part of its final selection, MAG reserves the right to contact a reasonable number of references from among those provided by the Proposer.
3. As provided by Arizona Administrative Code R2-7-101, discussions may be conducted with Proposers who submit SOQs determined likely to be selected for inclusion in the FY 2016 Air Quality Technical Assistance On-Call Consultant list. If discussions are conducted during Phase 2 pursuant to Arizona Administrative Code R2-7-101, MAG shall issue a written request for best and final offers. Award may be made without discussions; therefore, SOQs shall be submitted on complete and on most favorable terms. The selection of a Consultant will be based solely on qualifications and exclude consideration of price or fee. MAG will negotiate compensation with the CONSULTANT determined to be the most qualified; and, if a fair and reasonable compensation cannot be negotiated with CONSULTANT, MAG may initiate negotiations with the next most qualified consultant.
4. **MAG Approval.** A recommendation for inclusion of the selected Consultants in the FY 2016 Air Quality Technical Assistance On-Call Consultant list shall be made by the MAG Executive Director to the MAG Regional Council. The decision of the Regional Council is final.
5. MAG reserves the right to:
  - a. Cancel this solicitation.
  - b. Reject any and all proposals and re-advertise.
  - c. Select the SOQ that will, in its judgment, best meet MAG's needs, despite any differences in estimated project costs between the CONSULTANT and all others.
  - d. Negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period, or canceled, for lack of funds.

- e. Conform with the State of Arizona Public Records law(s).
6. Contact with MAG or MAG Member Agency Employees. All firms interested in this RFQ/RFP (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, and to protect the integrity of the selection process. All questions on this selection process should be addressed to the authorized representative at MAG.

## PHASE 2 - QUALIFICATIONS MATRIX AND CONTRACT

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

## PHASE 3 - PROJECT INITIATION

1. **Request for Technical and Pricing Proposal.** To initiate a project under this contract, MAG will provide a brief scope of services for the Task Order and request a technical and pricing proposal, based on the rate and personnel schedules described above, to be submitted to MAG within two (2) weeks of receipt by selected On-Call Consultant. The CONSULTANT's proposal shall include the project scope of services, required schedule, a list of deliverables, and pricing. MAG reserves the right to select and request proposals from more than one Consultant on the qualified On-Call list to respond to any specific Task Order. For all projects that are estimated to exceed \$100,000 in total cost, a minimum of three (3) qualified Consultants shall be invited to submit proposals. (See Consultant SELECTION FROM MULTIPLE CONTRACTS section below.)
2. **Response.** Responses to a Task Order shall be in writing and submitted to MAG Project Manager. Pricing submitted shall include listing of proposed staff, staff position description (i.e., Project Manager, Systems Integrator), hourly rate according to the rate schedule for the period to be covered by the project in question, estimated number of hours, and anticipated travel expenses. Items shall be totaled and the total shall be a NOT TO EXCEED amount. MAG will finalize the scope of services and project pricing in consultation with the CONSULTANT and other stakeholder agencies with direct involvement in the project.
3. **Task Order Agreement.** Upon finalization of the scope of services, cost, and project schedule, a Task Order agreement shall be executed. The CONSULTANT shall commence work upon an approval notice from the Project Manager.
4. **Task Order Duration.** Duration of services for projects to be completed under this contract may vary from a few weeks to several months and will be dependent on the scope of services of each project. The schedule and duration will be as specified in the executed Task Order for each project. The CONSULTANT shall submit any changes to the project schedule in a format specified by MAG
5. **DBE Participation.** The CONSULTANT shall comply with the Department's (ADOT) Disadvantaged Business Enterprise (DBE) program on a Task-Order-by-Task-Order basis if a DBE goal has been established on this contract. If no DBE goal has been set on this Contract, the CONSULTANT IS ENCOURAGED to voluntarily obtain DBE participation on this Contract to help ADOT meet its overall DBE goal.

### VENDOR INFORMATION

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

### PERFORMANCE STANDARDS

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

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

### CONSULTANT SELECTION FROM MULTIPLE CONTRACTS

MAG makes no guarantee as to the amount of work to be assigned to any Consultant and may exercise its option not to utilize the services requested herein. MAG is under no financial obligation to any selected

Consultant unless MAG issues a Task Order for a specific requirement.

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

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

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

The consultant selection process for all projects that are estimated to exceed \$100,000 in total cost will include detailed technical proposals from at least three (3) qualified consultants listed on the FY 2016 Air Quality Technical Assistance On-Call Consultant list. MAG reserves the right to interview one (1) or more of the responding Consultants prior to a final decision on the award of a Task Order. For such projects, Consultants invited to respond will be provided a reasonable period of time, to be determined by MAG, to prepare and submit proposals. If interviews are held, at least two (2) weeks' notice will be provided.

**CHANGES IN SERVICES**

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

**PROJECT ADMINISTRATION AND PROJECT MANAGEMENT**

The MAG Project Manager is Randy Sedlacek, Senior Air Quality Project Manager, for the On-Call Consultant Services for FY 2016 Air Quality Technical Assistance, who will provide general direction as necessary and who will be responsible for decisions pertaining to work under the contract.

**PAYMENT**

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

Progress reports and invoices shall be submitted according to intervals specified in the final Consultant contract or Task Order for reimbursement of costs incurred in conformance with the project budget. The progress reports shall document services by each work task, the hours worked, 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 FY 2016 Air Quality Technical Assistance On-Call Contract shall not be construed as an exclusive arrangement and further agrees that MAG may secure similar services with other contracted sources at any time in conjunction with, or in replacement of, the proposed services.
  2. The basis for payment to the CONSULTANT for services rendered shall be based on the negotiated scope of services, budget, approved rate schedule for the prime Consultant and/or any Subconsultants, and fee.
  3. An audit examination of the CONSULTANT's records may be required.
  4. During project execution, a progress report shall be submitted along with the invoice within ten (10) working days after the end of each month until the final report is submitted. Each report should include a comprehensive narrative of the activities performed during the month, an estimated percent completed for each project task, monthly and cumulative costs by task, activities of any Subconsultants, payments to any Subconsultants, and a discussion of any notable issues or problems being addressed.
  5. Each Consultant selected must document any potential conflicts of interest during the contract period. A conflict of interest shall be cause for terminating a contract. A potential conflict of interest includes, but is not limited to, the following:
    - a. Accepting an assignment where duty to the client would conflict with the CONSULTANT's personal interest or the interest of another client.
    - b. Performing work for a client or having an interest which conflicts with this contract.
    - c. Employing personnel who worked for MAG or one of its member agencies within the past three (3) years.
- MAG shall be the final determining body as to whether a conflict of interest exists.
6. MAG, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259). Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Consultants that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit RFQs in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Any contract resulting from this RFQ shall contain Title VI compliance language as specified in Appendix D of this RFQ.
  7. The Consultants selected shall be required to comply with MAG insurance requirements, which may include Workers' Compensation, Architects and Engineers Professional Liability insurance, Commercial General Liability insurance, Business Automobile Liability insurance, and Valuable Papers insurance.
  8. Small and Minority Business and Women's Business Enterprises.
    - a. It is MAG's policy, as a federally assisted agency, to encourage small and minority businesses and women's business enterprises to submit proposals.
    - b. State whether the primary Consultant firm or any Subconsultants are a small or minority business or a woman's business enterprise.

9. Disadvantaged Business Enterprise (DBE): MAG has adopted ADOT's DBE program and will ensure compliance with 49 CFR Part 26.

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

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

## APPENDIX A - ARIZONA ADMINISTRATIVE CODE R4-30-301

CH. 30

BOARD OF TECHNICAL REGISTRATION

R4-30-301

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

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

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

notify the responsible party, appropriate building official, or agency, and the Board of the specific nature of the public threat.

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

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

## COMPLIANCE WITH RULES OF PROFESSIONAL CONDUCT CERTIFICATION

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

## APPENDIX B - PROPOSER'S INFORMATION FORM

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

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

### 1. GENERAL INFORMATION:

Name of Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

### 2. FINANCIAL INFORMATION

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

**APPENDIX C - DEBARMENT/SUSPENSION CERTIFICATION**

STATE OF )

SS. )

COUNTY OF )

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the County of

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

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

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

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

Dated:

Signature of Proposer

Printed/Typed Name of Proposer

Corporate seal (if applicable)

Sworn to before me                      day of                      , 2015 , in the County of  
this  
State of

Notary Public

## APPENDIX D - TITLE VI AGREEMENT/CONTRACT REQUIREMENTS

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration or the Arizona Department of Transportation*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration or Arizona Department of Transportation*, may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt

by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient, the *Federal Highway Administration*, or *Arizona Department of Transportation* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).

## APPENDIX E - TITLE 49 - TRANSPORTATION

### Subtitle A – Office of the Secretary of Transportation

#### PART 26 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

[Code of Federal Regulations]; [Title 49, Volume 1]; [Revised as of October 1, 2008]  
From the U.S. Government Printing Office via GPO Access; [CITE: 49CFR26.55]; [Page 300-302]

#### Subpart C Goals, Good Faith Efforts, and Counting

##### §26.55 - How is DBE participation counted toward goals?

- (a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.
  - (1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
  - (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
  - (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you shall evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
  - (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such and extra participant, you shall examine similar transactions, particularly those in which DBEs do not participate.
  - (3) If a DBE does not perform or exercise responsibility for **at least 30 percent** of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

- (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- (5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.
- (d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
  - (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it shall obtain written consent from the appropriate Department Operating Administration.

Example to this paragraph (d)(5): DBE Firm X uses two (2) of its own trucks on a contract. It leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four (4) of the six (6) trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight (8) trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

- (6) For purposes of this paragraph (d), a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.
- (e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
  - (1)
    - (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
    - (ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - (2)
    - (i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.
    - (ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
      - (A) To be a regular dealer, the firm shall be an established, regular business that

- engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
  - (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).
- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in Sec. 26.87(i).
  - (g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.
  - (h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35554, June 16, 2003]

# APPENDIX F - SOQ PROPOSER'S SOLICITATION LIST



## SOQ Proposer's Solicitation List (Must be submitted with the SOQs)

Contract No.: \_\_\_\_\_

In accordance with [49 CFR 26.11](#), ADOT is required to create and maintain a *Proposer's Solicitation List* to capture accurate data regarding the universe of DBE, non-DBE, and Small Business Concerns (SBC) Consultants and Subconsultants who expressed interest or were solicited to work on this contract. Proposers must complete the required information below.

INSERT AGENCY NAME will review this form to ensure compliance with 49 CFR 26.11. Firms may be contacted for clarification or additional information.

**FAILURE TO COMPLETE THIS FORM IN ITS ENTIRETY AND SUBMIT IT WITH THE SOQ PROPOSAL SHALL RESULT IN REJECTION OF THE SOQ PROPOSAL**

Consultant Name	Contact Person	Address	Phone Number (XXX) XXX-XXXX	Email Address	AZ UTRACS Vendor Registration Number *	Select one
						D = DBE N = Non-DBE

\* Prime Consultant's failure to include their AZ UTRACS vendor registration number in this form shall result in SOQ proposal rejection.

List each Subconsultant that (1) your firm directly solicited to be a part of this contract, (2) contacted your firm expressing interest in this contract and (3) your firm ultimately proposes to work on this contract.

Subconsultant Name	Contact Person	Address	Phone Number (XXX) XXX-XXXX	Email Address	AZ UTRACS Vendor Registration Number (if available)	Select one
						D DBE N Non-DBE S SBC

Copy form and add additional sheets as needed.

**All** prime Consultants are **REQUIRED** to register in ADOT Arizona Unified Transportation Registration and Certification System ([AZ UTRACS](#)). Failure to complete this form in its entirety and submit it with the SOQ proposal shall result in the rejection of the SOQ proposal.