

**REQUEST FOR QUALIFICATIONS
ON-CALL CONSULTING SERVICES
FOR
FY 2020-2021 MAG MODEL DEVELOPMENT AND APPLICATION**



May 14, 2019

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PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS
ON-CALL CONSULTING SERVICES
FOR

FY 2020-2021 MAG MODEL DEVELOPMENT AND APPLICATION

The Maricopa Association of Governments (MAG) is seeking a Statement of Qualifications (SOQ) from qualified consultants capable of providing professional services for the FY 2020-2021 MAG Model Development and Application 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.” For further information, please submit questions in writing by email to ADutta@azmag.gov not later than ten (10) working days prior to the closing date of June 14, 2019. Responses to questions will be posted on MAG’s website at <http://www.azmag.gov> under “RFPs and RFQs” no later than six (6) working days prior to the closing date of June 14, 2019.

SOQs will be accepted until 2:00 PM MST (Mountain Standard Time) on June 14, 2019, 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 the Maricopa Association of Governments (MAG) with specialized services for FY 2020-2021 MAG Model Development and Application On-Call. The duration of the On-Call list will be thirty six (36) months from the effective date of the contract with selected consultants.

The main goals of this On-Call are to integrate the land use model with the transportation forecasting models, model emerging transportation technologies, develop supporting tools for the modeling data analysis, visualization, QA/QC procedures and documentation.

The total budgeted amount available for this project in FY 2020 is \$480,000 and FY 2021 is \$170,000 for a total budget of \$650,000. The total amount available under each Task Order issued to qualified, approved consultants under this RFQ will vary depending on the desired services.

Background

The Maricopa Association of Governments (MAG) is a Council of Governments (COG) that serves as the regional agency for the metropolitan Phoenix area. When MAG was formed in 1967, the elected officials recognized the need for long-range planning and policy development on a regional scale. They realized that many issues such as transportation and air quality affected residents beyond the borders of their individual jurisdictions.

MAG was founded in the spirit of cooperation. MAG members believe that by uniting, they can solve common problems, take an active role in long-range regional issues and address concerns that affect all of the communities.

MAG is the designated metropolitan planning organization (MPO) for transportation planning in the Maricopa metropolitan region. MAG also has been designated by the Governor to serve as the principal planning agency for the region in a number of other areas, including air quality, water quality management and solid waste management. In addition, through an Executive Order from the Governor, MAG develops population estimates and projections for the region.

MAG develops and maintains a number of transportation modeling tools required for regional planning processes, air quality conformity analyses and technical support for planning and engineering needs of MAG member agencies and regional transportation planning community. MAG develops and maintains a four-step trip based model and an Activity Based Model (ABM). MAG maintains and updates extensive traffic counts, travel time, and speed datasets as well as a variety of travel and socio-economic information in accordance with federal requirements and regional planning needs. Timely update of traffic data and the models is important for maintaining currency of the regional forecasts and answering emerging and ongoing regional planning needs.

The four-step model and ABM depend upon inputs from the land use model maintained at MAG: Arizona's Socioeconomic Modeling and Reporting Toolbox (AZ-SMART). AZ-SMART is a highly disaggregate, micro-simulation model of individual decision making agents in the region, each decision about where to locate based on numerous factors including accessibility to employment and shopping opportunities, land and housing values, etc. The AZ-SMART model system is a highly customized version of the UrbanSim modeling system for the MAG region. Currently, the AZ-SMART system is loosely coupled with the transportation models, requiring a manual hand-off of files between the systems.

The main goals of this On-Call are to more tightly integrate and automate the land use model with the transportation forecasting models, model emerging transportation technologies, develop supporting tools for the modeling data analysis, visualization, QA/QC procedures and documentation.

As part of the Project, the selected CONSULTANT(s) will be requested to assist with one or more of the following: (1) integration of land-use model with the transportation forecasting models, (2) improvements and maintenance of travel forecasting models, (3) relevant data collection and acquisitions required for transportation model developments, and (4) development of supporting tools for the modeling data analysis, visualization, QA/QC procedures and documentation. The selected CONSULTANT(s) may be requested to recalibrate submodels of the MAG regional models. They may also be asked to perform detailed data and model output analysis, comparison of model results, visualization of model and factual data as well as other tasks required for the success of the on-call. Modeling improvements and algorithmic updates will be required where warranted. CONSULTANT(s) will also work on updating and improving model software. All procedures that are employed for obtaining tasks deliverables should be thoroughly documented. MAG staff should be able to replicate all developed procedures and results for the purposes of quality control and in order to familiarize MAG staff with the developments. All technologies, software and programming languages used for the various tasks shall be agreed upon in advance. All deliverables and related information, including data, software and source code shall become the property of MAG, unless it is agreed with MAG otherwise or prohibited by relevant laws.

Purpose of the On-Call Consultant List

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"). To expedite the delivery of these consultant services, MAG will preselect an On-Call list of qualified consultants to participate in the FY 2020-2021 MAG Model Development and Application On-Call.

It is anticipated that the selected consultants will utilize state-of-the-art engineering and planning tools in executing the Task Orders. All third-party software and programming languages used for the various tasks shall be agreed upon in advance. All deliverables and related information, including data and software, shall become the property of MAG.

Areas of Expertise

Consultants may qualify in one or more of the following Areas of Expertise. Statements of Qualification (SOQs) must clearly indicate each area of expertise being offered.

A. Area of Expertise: Transportation and Land Use Modeling

The CONSULTANT will have demonstrated expertise in one or more areas of the transportation modeling, including, but not limited to the following specific areas of expertise:

- Development and integration of land-use model, freight models, and vehicle fleet composition model with the regional travel demand forecasting models.
- Improvements, development, estimation, calibration and validation of the regional four-step travel demand forecasting model and ABM.
- Improvements and development of relevant software.
- Visualization of model outputs from regional travel demand forecasting models.

The consultant will have state-of-the-art travel demand modeling experience as well as be familiar with new and innovative methodological techniques used for the improvement of these models.

B. Area of Expertise: Transportation Data Collection and Management

The CONSULTANT will have demonstrated expertise in one or more areas of the transportation data collection and management, including, but not limited to the following specific areas of expertise:

- Data acquisition, data collection, data analysis, data integration, data storage and other data management not addressed in other MAG data management efforts or emerged as a part of the on-call task orders.
- Data collection, management and integration of disparate datasets required for model development such as daily and hourly parking cost, transit fare, university dorm, school enrollment, daycare center location and capacity.

Consultants applying for qualification under the area of expertise A and/or B are expected to demonstrate the expertise outlined above in specific projects and applications with verifiable references. Consultants are encouraged to be as specific as possible in describing previous experiences preferably in a clear tabulated form, mentioning information about previous work with their direct involvement that can be made available to MAG. If possible, the information should include project dates, client information, consultant project manager and technical leads if different, budget of the project and/or size of the relevant regional model or surveys.

Anticipated Projects:

The following list provides a sample of the types of Task Orders that may be issued under this project. The list is by no means mutually exclusive or all inclusive.

1. Tighter integration and automation of the land use model with the transportation forecasting models.
2. Improvements to the model feedback and model runtime efficiencies of the regional forecasting models.
3. Continue with the development and enhancements for transformative mobility options for multiple modules of the regional transportation models.
4. Validation of submodels of the regional transportation models to recently obtained counts and other datasets.
5. Integration of a vehicle fleet composition model into the auto ownership model. Additional changes to the existing submodels may be needed to reflect the auto ownership and travel behavior changes for the mobility constrained population due to transformative mobility options.
6. Updates to the model choice model for further disaggregation, updates related to AV/TNC in mode choice, updates to the transit assignment for a higher temporal resolution and development of a Park-and-Ride (PNR) location choice model.
7. Development of a disaggregate air passenger model for MAG ABM using the existing static air passenger model (present in the four step model) as a starting point.
8. Refinement to the freight model and its integration with the regional travel forecasting model system.
9. Update of the population synthesis model and related components with the latest census data.
10. Collection, analysis and management of relevant data required for model development.

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 proposal. Brief and concise submittals are encouraged. The total number of pages must not exceed sixty pages (60), entirely on letter size (8.5 x 11 inches), excluding the cover letter, table of contents, résumés, tabs, appendices, and forms. 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.

The outside packaging of the submittal must be clearly marked with the Project Title, the RFQ Due Date, and the Proposer's name. The submittal must be enclosed in a sealed box or envelope, regardless of delivery method.

1. **Identification.** A cover letter 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.
 - d. Signature from a representative or officer authorized to bind the CONSULTANT.
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 "Areas of Expertise." 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 and References.** Proposer's recent experience in performing work similar to that anticipated herein. This description shall include the following:
 - a. Date of the project.
 - b. Name and address of client organization.
 - c. Name and telephone number of the individual in the client organization that had management responsibility for the project.

- d. Brief description of the project.
 - e. Proposer team members involved and their roles.
7. **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.
8. **Résumés.** Résumés of each person listed in item seven (7) above, indicating education and experience relevant to the areas of expertise. Include abstracts of previously completed similar projects.
9. **Subconsultants.** The name, address, telephone number, and primary contact for Subconsultants included in the project (if any). For each Subconsultant, include résumés 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.
10. **Additional Information.** Any additional information that the Proposer believes would be useful to MAG in evaluating the Proposer's SOQ.

----- Forms and Appendices -----

11. **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.
12. **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.
13. **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.

14. **Conflict of Interests.** Each Proposer shall document within its proposal any potential conflicts of interests. A conflict of interest shall be cause for disqualifying a Proposer from consideration. A potential conflict of interest includes, but is not limited to:
 - a. Accepting an assignment where duty to the client would conflict with the Proposer's personal interest, or interest of another client.
 - b. Performing work for a client or having an interest which conflicts with this contract.
 - c. Employing personnel who worked for MAG or one of its member agencies within the past three years.
 - d. All relationships with MAG and/or any employees of MAG.
15. **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 prior to such disclosure.
16. **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.

PROPOSER'S CHECKLIST

Before submitting an SOQ, please make sure all required information as specified in "Statement of Qualifications (SOQ) Requirements and Content" have been included.

1. One (1) printed hard copy and one (1) electronic PDF format submission on a compact portable drive of the SOQ with a maximum of sixty (60) pages. The PDF format submission must be an exact duplicate of the hard copy submission.
2. Cover letter signed by a party authorized to bind the entity submitting the SOQ.
3. Description of the Proposer's organization and approach to work required by the solicitation.
4. Range of services offered including recent examples with references for each area of expertise the Proposer is qualified in.
5. Complete list of all individuals to be included under each area of expertise with résumés.
6. Signed certification of Proposer's compliance with the rules of professional conduct set forth in A.A.C. R4-30-301.
7. Signed Proposer's Information Form for Prime consultant and for any proposed Subconsultants. Must be signed by a party authorized to bind the entity submitting the proposal.
8. Documentation of any potential conflicts of interest.
9. Debarment and Suspension Certification form.
10. SOQ submitted not later than June 14, 2019.

STATEMENT OF QUALIFICATIONS (SOQ) DELIVERY AND OPENING

1. One (1) printed hard copy and one (1) electronic PDF format submission on a compact portable drive of the SOQ in a sealed box or envelope must be submitted by 2:00 PM Mountain Standard Time (MST), June 14, 2019, to the following address:

Maricopa Association of Governments
Attention: Fiscal Services
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 Proposer.

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 Proposer 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 Proposer considers to be confidential and will then make a determination on what should be released. MAG will also notify the Proposer in writing of the determination and provide an opportunity for the Proposer to respond to the decision prior to releasing the SOQ.

2. Any questions regarding this RFQ should be submitted in writing to Arup Dutta, Travel Demand Model Program Manager by email at ADutta@azmag.gov not later than ten (10) working days prior to the closing date of June 14, 2019. Responses to questions submitted will be posted on the MAG Web site at <http://www.azmag.gov> under "RFPs and RFQs" not later than six (6) working days prior to the closing date of June 14, 2019. Additional information regarding MAG activities, including Committee meeting schedules, may be found on the MAG Web site <http://www.azmag.gov>.

PHASE 1 – SOQ 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 the 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. MAG may conduct discussions with Proposers who submit SOQs determined likely to be selected for the On-Call list.
4. MAG reserves the right to:
 - a. Cancel this solicitation.
 - b. Reject any and all SOQs 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).
5. **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.
6. **MAG Approval.** The Executive Director, in consultation with the Division Director and Contracts Officer, will place the item on the meeting agenda of the Executive Committee or Regional Council as recommended for approval.

PHASE 2 – QUALIFICATIONS MATRIX AND CONTRACT

1. **Qualifications Matrix.** A qualifications matrix listing all personnel that will be made available for work performed under the On-Call Contract shall be provided by selected proposers. 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. Raw hourly rates for each personnel and overhead rates for the proposer will also be included.
2. **MAG Contract.** Selected proposers shall enter into a MAG On-Call Contract to provide services in areas for which they have been qualified.
3. **Contract Term.** The terms of any resultant On-Call Contract(s) for MAG shall commence on the contract effective date and may continue up to three (3) years, unless terminated, cancelled, or extended as otherwise provided herein.
4. **Contract Extension.** MAG reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods as approved by MAG.
5. **Insurance.** MAG requires that the CONSULTANT and, if applicable, Subconsultants, to maintain insurance coverages appropriate to any executed contracts. Insurance required by MAG must be met following award of a contract, and prior to CONSULTANT and, if applicable, Subconsultants, beginning work on a task order.

PHASE 3 – PROJECT INITIATION

1. **Request for Technical and Pricing Proposal.** To initiate a project under an on-call 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 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 qualified Consultant from the 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.
2. **Response.** Responses to a Task Order shall be in writing and submitted to MAG. Pricing submitted shall be in the MAG format and will 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 reimbursable 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 MAG.
4. **Task Order Duration.** Duration of services for projects to be completed under this contract may vary from a few weeks to several months and will be dependent on the scope of services of each project. The schedule and duration will be as specified in the executed Task Order for each project. The CONSULTANT shall submit any changes to the project schedule in a format specified by MAG

VENDOR INFORMATION

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

PERFORMANCE STANDARDS

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

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

CONSULTANT SELECTION FROM MULTIPLE CONTRACTS

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

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

PAYMENT

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

Progress reports and invoices shall be submitted monthly 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 overhead rate. 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 shall be prepared using the Excel invoice template provided by MAG. Invoices shall be submitted electronically to:

AccountsPayable@azmag.gov

Or 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

All invoices submitted must be signed.

ADMINISTRATIVE REQUIREMENTS

1. The CONSULTANT agrees and understands that the 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 the course of the project, a monthly progress report is required to be submitted within ten (10) working days after the end of each month until the final report is submitted. Each report shall include a comprehensive narrative of the activities performed during the month, an estimated percent complete for each project task, monthly and cumulative costs by task, activities of any Subconsultants, payments to any Subconsultants, a discussion of any notable issues or problems being addressed, and a discussion of anticipated activities for the next month.
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. 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.
7. Non-Discrimination
 - a. During the performance of this procurement, MAG, its Consultants, Subconsultants, assignees and successors shall:
 - i. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.
 - ii. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.
 - iii. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.
 - iv. Post in conspicuous places available to employees and applicants for employment, the following notice:

“It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the-job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion.”

- v. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter USDOT), 49 CFR 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.
 - vi. Not discriminate on the grounds of race, color, sex, or national origin 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.
 - vii. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
 - viii. 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 State 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 State as appropriate, and shall set forth what efforts it has made to obtain the information.
- b. In the event of the Consultant's noncompliance with the NONDISCRIMINATION provision of this solicitation, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:
- i. Withholding monthly progress payments;
 - ii. Assessing sanctions;
 - iii. Liquidated damages;
 - iv. Disqualifying the consultant from submitting SOQs, or any other forms of proposals, as non-responsible;
 - v. Cancellation, termination, or suspension of the Contract, in whole or in part.
- c. The Consultant shall include the provisions of paragraph a.i through a.viii in every subcontract with Subconsultants, DBEs and Non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.
- d. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. 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.

8. Affirmative Action

The Consultant shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this Contract.

- a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
- b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
- d. Where the requirement permits, establish delivery schedules which shall encourage participation by firms owned by socially and economically disadvantaged individuals.
- e. Use the services and assistance of ADOT DBE Supportive Services Program, the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as needed.

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. Supp. 14-3 Page 24 September 30, 2014 Title 4, Ch. 30 Arizona Administrative Code Board of Technical Registration
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. The Board may take action against a registrant's license or certificate if a violation of the law is reasonably related to a 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 Land Surveyors Association (APLS) Arizona Boundary Survey Minimum Standards, available at www.azapls.org and from APLS, 3346 East Menadota Drive, Phoenix, AZ. The Board of Technical Registration adopted them on June 15, 2001 and incorporated them into this subsection by reference. This incorporation by reference does not include any later amendments or editions and is available at the office of the Board of Technical Registration.
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 below and 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 that 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 19 A.A.R. 128, effective March 10, 2013 (Supp. 13-1).

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 sent 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 Director, (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

_____ \$600,000 - \$999,999

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

_____ >\$5,000,000

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

[NAME, TITLE]

Date

APPENDIX C – DEBARMENT/SUSPENSION CERTIFICATION

STATE OF)

SS.)

COUNTY OF)

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

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

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

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

Dated:_____

Signature of Proposer

Printed/Typed Name of Proposer

Corporate seal (if applicable)

Sworn to before me this ____ day of _____, 201____, in the County of _____,

State of_____

Notary Public

APPENDIX D – TITLE VI AGREEMENT/CONTRACT REQUIREMENTS

The Maricopa Association of Governments (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *Federal Highway Administration, Arizona Department of Transportation, and Maricopa Association of Governments*, is subject to and will comply with the following:

Statutory/Regulatory 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);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation--Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- 23 C.F.R. Part 200 Subchapter C-Civil Rights (Title VI program implementation and related statutes)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance, the Recipient hereby gives assurances that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its *Federal Aid Highway Program*.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal Aid Highway Program* and, in adapted form, in all proposals for negotiated agreements regardless of finding source:

"The Maricopa Association of Governments, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into

pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids 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."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to a construct a facility or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transference for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

TITLE VI ASSURANCES

(APPENDIX A)

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, Arizona Department of Transportation, or the Maricopa Association of Governments*, 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, Arizona Department of Transportation, or Maricopa Association of Governments* 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, Arizona Department of Transportation, or Maricopa Association of Governments*, 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, Arizona Department of Transportation, or Maricopa Association of Governments*, 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, Arizona Department of Transportation, or Maricopa Association of Governments* 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.

A

TITLE VI ASSURANCES

(APPENDIX E)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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.*).

E