

**REQUEST FOR QUALIFICATIONS
ON-CALL CONSULTING SERVICES
FOR
AIR QUALITY TECHNICAL ASSISTANCE**

MARICOPA ASSOCIATION OF GOVERNMENTS



July 25, 2011

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PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS

ON-CALL CONSULTANT SERVICES FOR 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 areas 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" For further information, please submit questions in writing by fax to the attention of Randy Sedlacek, Senior Air Quality Project Manager, at (602) 254-6490, or by e-mail to rsedlacek@azmag.gov not later than eight (8) working days prior to the closing date of August 24, 2011. Any addenda responding to questions will be posted on MAG's Web site at <http://www.azmag.gov> under "RFPs and RFQs" not later than five (5) working days prior to the closing date of August 24, 2011.

SOQs will be accepted until 12:00 Noon MST (Mountain Standard Time) on August 24, 2011, at MAG, 302 North 1st Avenue, Suite 300, Phoenix, AZ 85003.

SCOPE OF SERVICES

Introduction

The purpose of this Request for Qualifications (RFQ) is to solicit Statements of Qualifications (SOQ) from consultants to 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.

Background

Maricopa Association of Governments 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. MAG membership consists of the 25 incorporated cities and towns within Maricopa County and the contiguous urbanized area, 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.

MAG was designated by the Governor in 1978 to serve as the Regional Air Quality Planning Agency for the Maricopa County area. The Maricopa County area is classified as nonattainment for two pollutants: PM-10 and eight-hour ozone. MAG prepares air quality plans and is responsible for meeting transportation conformity requirements on the Transportation Improvement Program and Regional Transportation Plan.

On June 6, 2007, the Environmental Protection Agency (EPA) published a final notice that the Maricopa County PM-10 Nonattainment Area had failed to attain the PM-10 standard by the deadline of December 31, 2006. In accordance with Section 189 (d) of the Clean Air Act, MAG submitted a Five Percent Plan for PM-10 to EPA by December 31, 2007. This plan requires that PM-10 emissions be reduced by at least five percent per year until the standard is attained as measured by the monitors. The MAG 2007 Five Percent Plan for PM-10 for the Maricopa County Nonattainment Area includes committed control measures, contingency measures, and a modeling attainment demonstration showing attainment of the PM-10 standard by December 31, 2010.

On September 9, 2010, EPA published a notice to propose partial approval and disapproval of the MAG 2007 Five Percent Plan for PM-10, based on the timetable in the consent decree with the Arizona Center for Law in the Public Interest, with the intent to finalize the action by January 28, 2011. The main reasons for the disapproval were EPA's nonconcurrence with four high wind exceptional events at the West 43rd Avenue monitor in 2008 and the 2005 emissions inventory which served as the foundation for the plan. On January 25, 2011, the Arizona Department of Environmental Quality withdrew the MAG Five Percent Plan for PM-10 to include new information and address technical approvability issues.

In addition, the Environmental Protection Agency published the final rule designating eight-hour ozone nonattainment areas, effective June 15, 2004. The eight-hour ozone nonattainment area in Maricopa and Pinal counties is classified under Subpart 1, referred to as "Basic" nonattainment, with an attainment date of June 15, 2009. On June 15, 2007, MAG submitted the Eight-Hour Ozone Plan for the Maricopa Nonattainment Area to EPA. The Eight-Hour Ozone Plan includes committed control measures, contingency measures, and a modeling attainment demonstration showing attainment of the eight-hour ozone standard during the 2008 ozone season.

There have been no violations of the 1997 Eight-Hour Ozone Standard in the Maricopa Eight-Hour Ozone Nonattainment Area since 2004. In February 2009, MAG submitted an Eight-Hour Ozone Maintenance Plan for the Maricopa Nonattainment Area to EPA requesting that the nonattainment area be redesignated to attainment for the 1997 Eight-Hour Ozone Standard.

On January 6, 2010, EPA proposed to strengthen the primary standard to a level within the range of .060 - .070 parts per million and establish a secondary standard of 7 - 15 parts per million-hours. It is anticipated that EPA will be issuing the new final standards on July 29, 2011.

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 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 the identified areas. 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 \$280,000 for the MAG Air Quality Technical Assistance 2012-2014 On-Call Consultant projects is included as new funding in the MAG 2012 Unified Planning Work Program and Annual Budget. Additional funding may become available through the Transportation Improvement Program (TIP) and may also be approved as part of the MAG 2013 and 2014 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 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, WRF-Chem, and probabilistic rollback.

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 of high wind PM-10 exceedance days in support of exceptional event requests to EPA. The consultant will follow the exceptional event criteria in EPA's guidance, *Treatment of Data Influenced by Exceptional Events* (codified in 40 CFR Parts 50 and 51) or more recent EPA guidance. These criteria may include: (1) Demonstration that a wind event/natural event affected air quality; (2) Analysis of historical weather and PM-10 concentration data to document that an event was in excess of normal, historical fluctuations; (3) Plotting of back trajectories; (4) Determination of land use along back trajectories; (5) Estimation of anthropogenic and nonanthropogenic emissions; (6) Documentation that identified anthropogenic emissions sources had reasonable control measures in place; (7) "But-For" analysis showing that a PM-10 exceedance would not have occurred but for the high wind hours on an exceedance day; and (8) Preparation of draft work products that may be included in exceptional event requests to EPA.

On May 2, 2011, EPA released the draft *Guidance on the Preparation of Demonstrations in Support of Requests to Exclude Ambient Air Quality Data Affected by High Winds under the Exceptional Events Rule* for review by State, local, and tribal agencies. This draft document includes examples and detailed information on the preparation of exceptional event requests associated with high winds (e.g., application of a sustained wind speed threshold of 25 mph, treatment of recurring events, and high wind action plans).

D. Area of Expertise: SURVEYS AND EMISSIONS INVENTORIES

The consultant will conduct surveys, 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 prepare emissions inventories for specific

sources (i.e., agriculture, windblown dust) and years. The consultant will be capable of collecting and analyzing field data, including soil samples, measuring silt content of soils and silt loadings on various types of paved surfaces, and conducting traffic count surveys. The consultant will review emission models and algorithms (i.e., windblown dust) and provide suggestions for improvement of assumptions, processes, and input data.

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: STATISTICAL ANALYSIS OF DATA

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.

H. Area of Expertise: REMOTE SENSING

The consultant will utilize satellite imagery and aerial photography to identify potential sources of emissions in the ozone and PM-10 nonattainment areas. The consultant will conduct analyses and produce graphics representing the pattern of air flow and pollution concentrations within the valley during high pollution episode conditions.

I. Area of Expertise: AIR QUALITY PLAN PREPARATION

The consultant will prepare draft work products for review by MAG. Final work products may be included in the air quality plans or as technical support documentation.

J. Area of Expertise: CMAQ EVALUATION METHODOLOGIES

The consultant will provide assistance to MAG in reviewing and updating methodologies for evaluating the emissions reduction 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.

K. 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 TIP and Regional Transportation Plan (RTP). The conformity work will be designed to meet Federal and State requirements.

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

The consultant will conduct analyses of greenhouse gas requirements; potential greenhouse gas reduction strategies; and the possible impacts of greenhouse gas emission limits on the TIP, RTP, and the MAG Planning Area. The consultant will prepare a greenhouse gas emission inventory, a prioritized list of projects (e.g., transit, rail, biking, van pools, and telecommuting projects), and a plan for meeting EPA's transportation related greenhouse gas emissions goal. 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, 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.

1. **MAG Five Percent Plan for PM-10.** Annual tracking of the status of implementation of committed measures by the cities, towns, Maricopa County, and the State. Development of an inventory of dirt roads and the estimated traffic counts on these roads to measure progress in eliminating dirt roads each year. Provide supplemental analysis and information on the Five Percent Plan 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.
2. **Conformity Analysis.** Conduct Conformity Analyses for transportation plans, programs, and projects. This technical assistance may include emissions modeling, preparation of assumptions, and technical research.
3. **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.
4. **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.
5. **Analysis of Exceptional Events.** Development of exceptional event requests for high wind PM-10 exceedance days for submittal to EPA. This technical assistance may include analysis of historical weather and PM-10 concentration data, plotting back trajectories, determination of land use along the back trajectories, estimation of anthropogenic and nonanthropogenic emissions, documentation that identified anthropogenic emission sources had reasonable control measures in place, analysis showing that a PM-10 exceedance day would not have occurred but for the high wind hours on an exceedance day, source apportionment, demonstration of a causal relationship between high winds and elevated PM-10 concentrations, and document preparation. All work performed will be in accordance with the exceptional event criteria in EPA's guidance, *Treatment of Data Influenced by Exceptional Events* (codified in 40 CFR Parts 50 and 51) or more recent EPA guidance.

STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS AND CONTENT

It is required that the SOQ include the following items in the same order as they are listed below. Failure to provide the requested information may result in rejection of the SOQ. Brief and concise submittals are encouraged. The total number of pages must not exceed 50 (fifty), entirely on letter size (8.5 x 11 inches), excluding the resumes, the cover letter, appendices, etc. Blank pages are not included in the total page count.

1. **Identification.** A title sheet or equivalent which includes:
 - a. The title of this solicitation.
 - b. 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 Proposer'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 Proposer's overall understanding of specific areas of expertise as well as the anticipated projects listed.
4. **Background of Firm.** Background information regarding Proposer, including:
 - a. Number of employees (by type of professional expertise and managerial role in the company).
 - b. Length of time the Proposer has been in business.
 - c. Number of affiliated offices (if applicable).
5. **Range of Services Offered.** Provide identification of the specific services that the Proposer is qualified in and plans to provide to MAG. Related services may be offered in addition to those referenced below. The Proposer does not have to submit a response to all the required areas of expertise and anticipated projects listed below to be favorably considered. This information must be provided in a spreadsheet format, clearly identifying the firm's role and the role of subconsultants. Upon selection and execution of an On-Call contract, it would not be possible to add new subconsultants to the contract. 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.** Provide examples of successful, recent experience in providing consultant services in each of the areas of expertise identified above. Preference will be given to Proposers with demonstrated experience and expertise in successfully performing work of a similar nature or related nature.
7. **References.** Provide 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.** Provide 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 six (6). 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.** Provide 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.** Each firm submitting a proposal is required to certify that it will comply with, in all respects, the rules of professional conduct set forth in A.A.C. R4-30-301 (Appendix A), which is the official compilation of Administrative Rules and Regulations for the State of Arizona.
 13. **Registration Form.** All firms submitting a SOQ on this project will be required to include a completed Proposer's Registration Form (Appendix B) with their SOQ. In addition, a completed Proposer's Registration Form must be included with the SOQ for each subconsultant proposed for this project.

By signature on the Proposers Registration Form, the Proposer certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Proposer shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Proposer has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
 - d. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Proposer may be debarred.
 14. **Debarment and Suspension.** All Proposers are required, as specified in 49 CFR 29 (Debarment and Suspension), to certify its eligibility to receive Federal funds and a copy of which certification may be furnished to ADOT or other government entities. A certification to that effect is included in this RFQ as Appendix C and must be submitted by a Proposer in order for the Proposer to be considered responsible and their Proposal to be considered responsive.
 15. **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.
 16. **Authorized Signer.** The SOQ shall be signed by a representative or officer authorized to bind the Proposer. Individuals of the offering organization qualified to negotiate a contract with MAG based on the SOQ shall be identified by name, title, address, and telephone number.
 17. **Confidential Portions.** In accordance with Arizona Administrative Code R2-7-103, a Proposer 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 Proposer in writing of such determination.

STATEMENT OF QUALIFICATIONS (SOQ) DELIVERY AND OPENING

Ten (10) copies of the SOQ, entirely on letter size (8.5 x 11 inches) paper, should be submitted by 12:00 Noon MST, August 24, 2011, to:

Maricopa Association of Governments
Attention: Randy Sedlacek
302 North 1st Avenue, Suite 300
Phoenix, AZ 85003

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

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 not later than eight (8) working days prior to the closing date of August 24, 2011. 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 August 24, 2011. 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:
 - 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. Proposers 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 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 firm will be based solely on qualifications and exclude consideration of price or fee. MAG will negotiate compensation with the Respondent determined to be the most qualified; and, if a fair and reasonable compensation cannot be negotiated with that Respondent, MAG will initiate negotiations with the next most qualified Respondent.
4. **MAG Approval.** A recommendation for inclusion of the selected consultants in the MAG 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 proposal that will, in its judgment, best meet MAG's needs, despite any differences in estimated project costs between the Proposer 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.

PHASE 2 - RATE SCHEDULE AND CONTRACT

1. **Format.** The format for Phase 2 response shall be provided to the selected consultants.
2. **Rate Schedule.** Selected consultants will submit a rate schedule, in the format provided by MAG, indicating the current raw direct hourly rate that the consultant would charge for the various levels of professional services for personnel indicated in the original SOQ. These rates should include any discounting that may apply due to seasonality, engagement size, or other factors and should be specific on the terms of the discounts. As a part of the Task Order development and budget process, approved On-Call consultants in the appropriate area of expertise will be required to submit the rate sheet described above. Rate sheets should cover anticipated rates over the life of the Task Order being developed. Fringe and/or overhead rates should also be included on the rate sheets. Authorized postage, printing, and other related production expenses will be reimbursed by MAG upon proof of directly reimbursable expenses. Consultant will be reimbursed for travel expenses that have been authorized in advance by the Program Manager and costs incurred on off-site assignments in accordance with MAG travel reimbursement policies at the time of final Task Order Budget approval. All rates, hours, and expenses should be invoiced at actual incurred costs for reimbursement by MAG.
3. **Subconsultants.** Selected consultants will include, as a part of their response, the rates for each subconsultant to be assigned to a project (if any) and a rate schedule that is the same format as that required for the prime consultant for each of the required areas of expertise indicating the current loaded hourly rate that the subconsultant would charge for the various levels of professional services for personnel indicated in the original SOQ. The loaded hourly rates should include all incidental expenses, fringe and overhead expenses, and other fees including subconsultant profit. These rates should include any discounting that may apply due to seasonality, engagement size, or other factors and should be specific on the terms of the discounts. As a part of the Task Order development and budget process, subconsultants in the appropriate area(s) of expertise will be required to submit the rate sheet described above. Rate sheets should cover anticipated rates over the life of the Task Order being developed. Fringe and/or overhead rates should also be included on the rate schedule. Authorized postage, printing, and other related production expenses will be reimbursed by MAG upon proof of directly reimbursable expense. Subconsultants will be reimbursed for travel expenses that have been authorized in advance by the Program Manager and costs incurred on off-site assignments in accordance with MAG travel reimbursement policies. All rates, hours, and expenses should be invoiced at actual incurred costs for reimbursement by MAG.
4. **MAG Contract.** Selected consultants will enter into the standard MAG On-Call Contract to provide services in areas for which they have been qualified.
5. **Contract Term.** The terms of any resultant On-Call Contract(s) for MAG shall commence on the contract enter date and continue for three (3) years, unless terminated, cancelled, or extended as otherwise provided herein.
6. **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 up to a maximum of six (6) months.

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 work 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 consultant. The consultant's proposal shall include the project scope of work, 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 will 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 the 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 work 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 work, cost, and project schedule, a Task Order agreement will be executed. The consultant shall commence work upon receiving a Notice to Proceed 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 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 REGISTRATION

Prior to issuance of a Task Order and subsequent payment, the 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 Proposer agrees that time is of the essence, and that contractual commitments shall be met.

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

CONSULTANT SELECTION 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 MAG 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 WORK

Significant changes in the scope, character, or complexity of the work will not be negotiated under this contract. Changes in work 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 Project Manager is Randy Sedlacek, Senior Air Quality Project Manager, On-Call Consultant Services for Air Quality Technical Assistance, who will provide general direction as necessary and who will be responsible for decisions pertaining to work under this contract.

PAYMENT

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

Progress reports and invoices will 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 will document services by each work task, the hours worked, and the hourly rate of each person, and other direct expenses. All costs incurred in preparing invoices shall be included in the general and administrative expenses or the overhead. MAG will provide to the consultant the format to be used for invoices and progress reports.

MAG shall retain ten percent (10%) of the amount billed until satisfactory completion of the project. Final payment shall be made as soon as possible after the date of acceptance.

INVOICING REQUIREMENTS

All invoices for this contract shall be delivered in person or sent by mail addressed as follows:

Maricopa Association of Governments
Attention: Accounts Payable
302 North 1st Avenue, Suite 300
Phoenix, AZ 85003

ADMINISTRATIVE REQUIREMENTS

1. The Proposer agrees and understands that the MAG 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 work, 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 will 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 firm 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:
 - 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 will 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 Proposers that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Any contract resulting from this RFQ shall contain Title VI compliance language as specified in Appendix D of this RFQ.
7. The firms selected will be required to comply with MAG insurance requirements, which may include: Workmen's Compensation, Architects and Engineers Professional Liability insurance, Commercial General Liability insurance, Business Automobile Liability insurance, and Valuable Papers insurance.

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).

APPENDIX B

PROPOSER'S REGISTRATION FORM

All firms proposing as prime contractors or subcontractors on Maricopa Association of Governments' (MAG) projects are required to be registered. **Please complete this form and return it with your proposal.**

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

1. GENERAL INFORMATION:

Name of Firm: _____

Street Address: _____

City, State, ZIP _____

Mailing Address: _____

City, State, ZIP _____

Telephone Number _____ Fax Number: _____

E-mail address: _____

Web address: _____ Year firm was established _____

Is this firm a prime consultant? _____ Yes _____ No

Is this firm a sub-consultant? _____ Yes _____ No

If so, Identify specialty: _____

Is this firm a certified DBE? _____ Yes _____ No

If so, by whom? _____

Is this firm currently debarred? _____ Yes _____ No

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

2. FINANCIAL INFORMATION

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

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

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

Name, Title

Date

APPENDIX C

DEBARMENT/SUSPENSION CERTIFICATION

STATE OF _____)

SS. _____)

COUNTY OF _____)

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

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

1. Proposer certifies to the best of its knowledge and belief, that it and its principals, including its first tier subcontractors: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property; (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 subcontractors will treat each lower tier contract or lower tier subcontract under the Project that (a) equals or exceeds \$25,000, (b) is for audit services, or © requires the consent of a Federal official, as a covered contract for purposes of 2 CFR Part 1200 and 2 CFR Part 180, and will otherwise comply with the Federal requirements of 2 CFR Part 1200 and 2 CFR Part 180, and will assure that each lower tier participant involved in the Project is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency;
3. Proposer certifies that if, later, it or its principals, including any of its first tier subcontractors, become aware of any information contradicting the statements of subparagraphs (1)(a) through (d) above, it will promptly provide any necessary information to MAG;
4. If Proposer or any of its principals, including any of its first tier subconsutlatnts 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 _____, 2011, in the County of _____,
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 shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arizona Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Arizona Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Arizona Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Arizona Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arizona Department of Transportation to enter into such litigation to protect the interests of the Arizona Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.