REQUEST FOR PROPOSALS (RFP)

Yuma Metropolitan Planning Organization

YMPO Rail/Heavy Freight Alignment Study

Release Date: March 30, 2021
Deadline for Submittals: May 4, 2021
Contact Person: Paul D. Ward, P.E.

Released By:
Yuma Metropolitan Planning Organization
230 West Morrison Street, Yuma, Arizona 85364
(928) 783-8911 - Fax (928) 329-1674
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RELEASE DATE: March 30, 2021

CLOSING DATE: Submittals must be received by May 4, 2021, at the address listed below:

CONTACT PERSON: Paul D. Ward, P.E., Executive Director
Yuma Metropolitan Planning Organization
230 West Morrison Street
Yuma, Arizona 85364
Phone: (928) 783-8911

SECTION I: SOLICITATION
The Yuma Metropolitan Planning Organization (YMPO) solicits qualifications and a proposed approach in written format for professional services to study and publish a preliminary alignment for a possible Rail/Heavy Freight Corridor, through the Yuma metropolitan region from the current Union Pacific railroad alignment to the United States border with Mexico. This project will be managed by YMPO with input from local project stakeholders and the Arizona Department of Transportation (ADOT) and Federal partners.

YMPO expects the study will be completed in a maximum of 12 months from the date of notice to proceed. The funds targeted in the FY 2021-22 YMPO Unified Planning Work Program (UPWP) and the draft new work program for this project do not exceed $240,000. It should be noted that coordination with ongoing studies will be required to develop feasible alternatives for a rail corridor.

Submittals will be accepted until 3:00 p.m. (Mountain Standard Time) on May 4, 2021 at the office of YMPO, 230 West Morrison Street, Yuma, Arizona 85364. Submittals received after this timeframe will be rejected and returned to the sender unopened.

Detailed proposal requirements may be obtained by contacting the YMPO office or may be downloaded from our website at www.ympo.org. For further information, please submit questions in writing by fax to Paul Ward at (928) 329-1674 or by email to pward@ympo.org. YMPO reserves the right to reject any and all proposals.

The YMPO is an Affirmative/Equal Opportunity Employer.
SECTION II: YMPO AREA OF COVERAGE AND STATUS OF PLANNING
The Federal-Aid Highway Act of 1962 first required the designation of Metropolitan Planning Organizations (MPOs) in urbanized areas. Following the 1980 US Census, it became apparent that the Yuma metropolitan region had passed the population total and density thresholds required for MPO designation.

The City of Yuma and Yuma County initially established the MPO. Based on resolutions by the affected municipalities, on February 3, 1983, Arizona Governor, Bruce Babbitt, formally requested the Federal Highway Administration (FHWA) to recognize the YMPO as the Metropolitan Planning Organization (MPO) for the Yuma Urbanized Area. The new MPO included the Cities of Yuma, San Luis and Somerton, the Town of Wellton, portions of Yuma County and the small urban place of Winterhaven, California.

Because the boundary of the YMPO’s planning area, although predominantly in Arizona, included a portion of California, it was designated a Bi-State MPO. The FHWA granted approval of the YMPO on February 7, 1983. In late 1998, the YMPO Executive Board approved the addition of the Cocopah Indian Tribe as a full voting member of the MPO.

The Governing Body of the YMPO is the YMPO Executive Board (the Board). The Executive Board is comprised of elected representatives from the governmental agencies within YMPO plus a member of the Arizona State Transportation Board (STB) appointed by the Governor. The Board appoints a senior administrator with responsibility for the day to day running of the YMPO with the title of YMPO Executive Director.

SECTION III: PROJECT BACKGROUND AND OVERVIEW
The YMPO is pursuing a project that will develop an update to select an alignment for a possible future railroad connection from the current Union Pacific railroad alignment to the United States border with Mexico. The main agencies affected by this effort will be the United States Department of Defense, the Cities of Yuma and San Luis and Yuma County.

Background
The purpose of this study is to build on the Yuma County Rail Corridor Study (2013) and the main aim of this study will be to define a preferred rail and/or heavy freight alignment corridor for planning purposes.

The Yuma County Rail Corridor Study was carried out on behalf of YMPO by Parsons Brinckerhoff and the final report was published on March 22, 2013. This proposed update to that study will focus on a likely alignment of the Corridor envisaged in the previous study. The new study will explore the anticipated increase in traffic in BOTH
directions (both north and south) from the USA to Mexico. A central theme of the previous study was to interact with Mexican authorities on such subjects as Maquiladora transfers (automobiles often traverse the border several times during the construction process), transfer of energy and the shipping of fresh food – in both directions. It is anticipated that this study will report the most recent information on this subject.

The study will investigate preferred locations for connections to east, west and northbound freight traffic, whether by rail or by road. The window of opportunity to select different routes and connections is still open and the possibility of expanding the alignment of the freight corridor on US Government owned land is a likely option. Support for such a study from rail authorities and the US military agencies located close to the corridor is also anticipated.

SECTION IV: SCOPE OF WORK.
The Scope of Work is provided as a guide to the type of work this project will involve. Proposers are encouraged to offer refinements to this Scope in their proposals. The Plan’s Scope of Work includes five major components: Review and analyze data findings, and conclusions from previous studies in the region; Identify a multimodal corridor; Identify possible border rail crossing opportunities; and describe the range of funding sources and opportunities that may be available, both today and in the future, to help implement the recommended corridor. Further details of the Scope of Work for this study will be contained in Appendix A.

SECTION V: PRODUCTS.
The products of this study are also contained in the proposed Scope of Work that is included as Appendix A.

SECTION VI: RESOURCES.
The YMPO will provide to the consultant readily available and germane information, upon request. The consultant shall maintain the confidential and proprietary nature of any such information provided by YMPO. The consultant shall collect, organize, and summarize any additional information that the project manager deems necessary for development of the YMPO Rail/Heavy Freight Alignment Study.

SECTION VII: TIME-FRAME AND COST.
The estimated time frame for this project is eleven (11) months from the date of the notice to proceed, with intermediate deliverables due in accordance with the schedule as agreed to between YMPO and the Proposer(s). The amount currently programmed for this study
is approximately $240,000. The date of the notice to proceed is anticipated to be May 27, 2021.

The RFP on the Rail/Heavy freight Study is to be delivered to YMPO no later than May 4, 2021, 3:00 P.M., MST. The consultant shall provide a proposed schedule for completion of the Study. Progress charts should be provided to illustrate the interrelationships and scheduling of the major study work tasks, deliverables, and meetings.

SECTION VIII: DISADVANTAGED BUSINESS ENTERPRISES (DBE)
As required by 49 CFR 26.13, the YMPO will not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR 26. The YMPO shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The YMPO’s DBE program, as required by 49 CFR 26 and as approved by USDOT, is incorporated by reference in the Planning Funds Agreement between the MPO and ADOT.

Currently, this project has a Race-Neutral (0% Goal) requirement to employ firms that are Disadvantaged Business Enterprises (DBE); however, DBE participation is strongly encouraged by YMPO.

SECTION IX: DOCUMENTATION OF CONSULTANT PROGRESS
The consultant shall provide brief monthly written progress reports to the YMPO project manager. Bi-monthly presentations at a minimum shall be given to the YMPO TAC committee on the status of the project and the consultant shall provide a presentation to the TAC and Executive Board on the final report. Brief written progress reports shall accompany each project billing. These reports shall include, at a minimum, a statement of work accomplished to date and during the billing period, the budgeted amount by work task, the percent completion, the hours expended and cost this billing period, and the amount spent to date. At time of contract negotiations, the YMPO Executive Director will discuss the desired format and content of project billings with the consultant.

The consultant, at its own expense, is responsible for printing and distribution of all project deliverables, draft documents, and final documents.

SECTION X: COMPENSATION
All work as described in Section IV “Scope of Work” and Section V “Products” shall be completed to the satisfaction of the YMPO’s TAC, Executive Director, and the Executive Board.
Progress payments can be made, upon request, following submittal and satisfactory review by the YMPO Executive Director of written progress reports and as described under Section VIII, “Documentation of Consultant Progress.”

Ten (10%) percent of the consultant’s billing amount will be withheld until the YMPO’s Executive Board officially accepts the final report.

SECTION XI: GUIDELINES FOR SUBMITTAL

RFP Format

The RFP respondents should follow these guidelines:

1. Submittals are to be prepared using standard white 8 x 11-inch paper and be 30 pages or less in length in total, including cover page, and appendices. Sample reports requested in item 2, immediately below, is not included in the page count.

2. In addition, consultant/firm may include up to three (3) sample reports illustrating similar work. At least one sample must be included, which can be returned after selection upon request.

3. An original and ten (10) copies of the shall be submitted to the YMPO.

4. 1 flash drive of the proposal with all information requested.

5. All expenses incurred by the consultant/firm in preparation of the response to this RFP shall be borne by the consultant/firm.

6. Faxed proposals will not be accepted.

*Important - Please submit your RFP response with topical discussions corresponding to the numbers (excluding the cover letter, #1) in the outline below. Numbered and lettered items will assist the review committee in evaluating your firm’s qualifications.

The following items must be included in each proposal to be considered complete and responsive. The Consultant should respond to these items in the order below. As part of the proposal, a cover letter shall be attached discussing a summary of the proposal, with contact information regarding the proposal and signed by the Chief Executive Officer, Owner, or Chair of the Consultant.

To facilitate the evaluation of each proposal, potential consultants are required to adhere to the following format:

- **Introduction** - Include the general project approach, project management methodologies, and any applicable experience and qualifications of the consultant/firm and its subcontractors.
• **Scope of Work** - Address how the potential consultant proposes to accomplish the individual tasks contained in the RFP scope of work.

• **Project Personnel** - Include names of all project personnel, including subcontractors, along with their job titles, duties, responsibilities, and resumes. In a separate table, by task, include all project personnel, including subcontractors, along with job titles and required hours of work.

• **Project Schedule** - Provide a timetable for accomplishing the tasks outlined in the proposed scope of work.

• **Experience and References** - Provide descriptions of at least three (3) previous projects similar to the services requested. Provide the project title, timing, budget, sponsoring agency, agency project manager, and roles of individuals used in those projects. Include the name of the contact person, agency for whom the work was performed, telephone and fax numbers and the year in which the work was completed. List any present activities and job commitments, including an indication of availability to pursue completion of the work tasks as described in the scope of work.

**Questions & Comments**

Any questions, requests for information, interpretation, or comments regarding the RFP must be submitted by facsimile, mail, or email to Paul D. Ward, P.E., Executive Director, Yuma Metropolitan Planning Organization, 230 West Morrison Street, Yuma, Arizona 85364, fax: (928) 329-1674, email: pward@ympo.org. **QUESTIONS OR COMMENTS MAY BE RECEIVED, BUT WILL NOT BE RESPONDED TO, OVER THE TELEPHONE.**

To limit the time in answering questions, no questions will be accepted after 3:00 p.m. April 20, 2021. YMPO staff will provide a response to ALL proposers’ questions in an online matrix format, by April 21, 2021.

**SECTION XII: QUALIFICATIONS AND EVALUATION**

The YMPO is seeking professional services from a consultant/firm that has both the educational background and demonstrated experience in transportation planning, and in development of the Rail/Heavy Freight Alignment Study. The following items should be included in the proposal:

1. **Objectives of the Project**: This should be a set of proposed technical objectives upon which the study efforts are to converge. The objectives should convey clearly and concisely the intent of the project. Objectives stated in the proposal should reflect the proposer’s creativity and understanding of the project.

2. **Content and Presentation of Anticipated Products**: A listing of proposed Work Tasks that the consultant has identified for this project. For each Work Task,
include applicable work, issues, problems, and potential solutions, and explain how the anticipated results will be reported and presented. The final Scope of Work will be included in the contract. Refinement of the Scope of Work will be an individual Work Element.

3. **Project Staff:** Describe how the Work Tasks will be achieved through the use of available staff. This information should include the following topics and be similar to (but not necessarily identical to) the Staffing Table shown in Appendix D.
   - Consultant/firm name and names of team members
   - Role of each team member
   - Percent effort (time) of each team member for contract period (i.e., identify in percentage the team member’s commitment to this project compared to their total workload in the consultant/firm).
   - Percent of effort scheduled for each team member on each Work Element. (i.e., percentage compared to their total commitment to the project).
   - Show the study’s organizational chart, including identification of the project manager.

4. **Qualifications, Experience, and Staff Stability:** Provide a statement of relevant qualifications and experience of each project team member, and the length of time each member has been with the consultant/firm. Of particular interest is the number and complexity of similar studies conducted by the project manager and team members. Commitments of key personnel identified in the proposal will be a requirement of the executed contract. Any experience listed should be within the last ten years. Current registration with the Arizona State Board of Technical Registration must be in good standing.

5. **Relevant Projects and References:** A listing of projects, completed in the last ten years, by both the prime consultant and any sub-consultants, which involve work similar to that which is being proposed for this study. Include the following in each:
   - Inclusive project dates (distinguish between completed and in progress Studies or Plans).
   - Name and address of organization for which project was performed.
   - Name and current telephone number of individual in the client’s organization who is familiar with the previous work.
   - Short description of the study.
   - Listing of the staff members proposed in this proposal who participated in the previous Study, Report, or Plan.
The YMPO will appoint a Review Sub-committee from the YMPO TAC to review the proposals and recommend a preferred candidate. The Choice of consultant/firm will be determined as follows: Technical merit will determine ranking, and be based on a combination of factors in evaluating all proposals:

6. **Evaluation Criteria:** Submittals will be evaluated according to the most qualified in the opinion of the review committee. The review sub-committee reserves the right to contact and evaluate the proposer’s references; contact any proposer to clarify any response; contact any current clients of a proposer; solicit information from any available source deemed pertinent to the evaluation process.

All proposals will be rated by a panel of evaluators. The total points given to a proposal by the individual evaluators will be averaged to determine the proposal’s overall score. All proposals will be evaluated on the following basis:

- Project Understanding and Approach (25%);
- Qualifications and Experience of the Proposed Team (45%);
- Quality of the Proposal (20%);
- Consultant/Firm’s Requested Cost of the Proposal (5%);
- Use of Disadvantaged Business Enterprise DBE (5%).

YMPO may request additional information while reviewing proposals. YMPO also reserves the right to select a consultant/firm or individual directly after review of the proposals, or it may determine it advisable to conduct interviews prior to the awarding of the contract.

**SECTION XIII: SELECTION PROCESS**

Based on the above technical factors, the YMPO’s selection committee will rank the submitted proposals. The consultant/firm ranked number one, on technical factors, will be chosen for negotiation of a final contract cost. If a joint agreement on cost is not reached with the consultant/firm ranked as number one, YMPO will terminate the negotiation activities in writing and enter into negotiations with the next most highly ranked consultant/firm.

It is anticipated that proposals will be reviewed by YMPO staff, in conjunction with the review committee. Interviews with selected proposers may be held in case of a tie or necessary confirmation on received responses. Notifications of acceptance or rejection by YMPO will be made in writing to all proposers.
The review committee shall score each proposal and shall make a recommendation to the YMPO Executive Board based on the criteria set forth above. The YMPO Executive Board shall make the ultimate selection of the Proposer. YMPO Executive Board will make the award consistent with Federal guidelines in order to better assure funding, and may take into account both objective and subjective impressions gained from the evidence and arguments presented, and on the product of such individual investigation as Board Members may make prior to the final decision.

1. **General:** YMPO has published this Request for Proposals. It is the intent to award the Agreement to the consultant/firm (Proposer) that most closely meets the specific needs of YMPO, not solely on the basis of price.

2. **Initial Screening:** YMPO’s Review Committee will make an initial evaluation of all proposals. Upon that initial evaluation, the Committee will rank the proposals received in general order of quality, and by how closely the proposals meet YMPO’s needs. YMPO reserves the right to award Agreement to other than the lowest cost proposal allowing for a more responsive proposal that addresses all of the above criteria and best satisfies YMPO’s needs. YMPO also reserves the right to reject all proposals. The review subcommittee may consider criteria other than those listed below, as necessary, in the selection process.

3. **Interviews, Inspections, Best and Final Offer:** Proposers may be required and shall be prepared to attend an interview with the Review Committee. The Project Manager must be available to answer questions at the interview. YMPO may choose, at its sole option, not to interview all Proposers or conduct any interviews. YMPO may reject any or all proposals delivered, or at its sole discretion, award Agreement to the best Proposer without any interviews. YMPO may ask all Proposers or only those determined to be within the competitive range to submit a Best and Final Offer. If this step is to be included, detailed instructions will be provided at the time of the request.

4. **Selection Criteria:** An initial screening of proposals for completeness, and to verify that minimum YMPO requirements are met will be undertaken, and YMPO may reject, as non-responsive, any proposal which does not include all the required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed. YMPO may request additional information while reviewing proposals.
SECTION XIV: GENERAL TERMS AND CONDITIONS

The RFP does not commit YMPO to award an Agreement, to pay any cost incurred in the preparation of the consultant/firm’s RFP response, or to procure or contract for services or supplies. YMPO reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Delivery of a proposal means that the Proposer hereby agrees to all terms and conditions set forth in all the pages of this solicitation. The proposer must contain within the proposal, a description of those terms and/or conditions to which the proposer does not agree.

1. **Award:** The consultant/firm(s) chosen to provide may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. YMPO reserves the right to award a contract/select a service provider without discussion based upon the initial proposals received, without interviews.

   YMPO reserves the right to introduce additional terms and conditions at the time the final Agreement is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and or correcting defects, such as omissions or misstatements, which are discovered after the RFP, is issued.

2. **Insurance:** The Proposer is required to furnish evidence of insurance coverage including professional liability, and workers’ compensation. The form of the insurance policy is subject to approval by YMPO and must be provided by insurers to transact insurance business in Arizona with a rating of “A” or better in the Best’s Key Rating Guide, Property-Casualty, United States, 2000 Edition.

   YMPO shall be furnished a copy of the policy **and** an endorsement that the “YMPO, its officers, employees, and agents are named as additional insured’s” prior to Proposer commencing duties under this Agreement. Said policy of liability insurance shall state, “coverage thereunder as applied to YMPO, its officers, employees, and agents shall be primary and non-contributing as to any other insurance and self-insurance as may be maintained by YMPO.” The policy shall contain severability of interest, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall be endorsed to expressly provide YMPO with thirty (30) calendar days advance written notice of cancellation, non-renewal, or material change in coverage.

3. **Professional Licensing:** The Proposer, and any sub proposers, shall possess any necessary license(s) relative to the work to be performed required by an appropriate
licensing authority of the State of Arizona, and shall provide evidence of such to YMPO with their proposal or prior to commencement of the work in such form as YMPO shall require.

5. **Assignment/Subcontracting:** The selected Proposer shall not assign or subcontract services or responsibilities without the prior written consent of YMPO. YMPO acknowledges that subcontracting can be in YMPO’s best interest, but reserves the right of final approval.

**SECTION XV: ADDITIONAL TERMS AND CONDITIONS**

The following conditions apply to this RFP:

1. **Solicitation & Withdrawal:** YMPO reserves the right to withdraw this solicitation for a proposal at any time without prior notice. Further, YMPO makes no representations that any agreement will be awarded to any consultant/firm submitting a proposal.

2. **Right of Rejection:** YMPO reserves the right to reject any and all proposals submitted in response to this request and to reject any sub proposers specified in any proposal pursuant to this RFP.

3. **Pre-Contract Expenses:** YMPO shall not be liable or responsible for any pre-agreement expenses incurred by any proposed or selected Proposer. Proposers shall not include any such expenses as part of the price proposed set forth in its proposal. Pre-agreement expenses are defined as expenses incurred by Proposer in:

   a. Preparing the proposal;
   b. Submitting proposal to YMPO;
   c. Negotiating with YMPO on any matter related to proposal; or
   d. Any other expenses incurred by Proposer prior to date of award.

4. **Verbal Agreements:** No prior-, current- or post-award verbal agreement(s) with any officer, agent or employee of YMPO shall affect, modify or supersede any terms or modifications of this Request for Proposals or any written agreement or option resulting from this process.

5. **Addenda:** Any changes to the requirements will be made by written addendum. All parts of the Request for Proposals including any, and all, Addenda and any other supporting documents that may be included as part of this solicitation, shall
be considered part of the Agreement between YMPO and selected Proposer, and shall be incorporated therein.

6. **Irregularities:** YMPO reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. The term "minor" as used herein means any Proposer or YMPO irregularity, or oversight that does not materially affect or alter the intent and purpose of this RFP, and which is not in violation of any State of Arizona or Federal Government rules, laws and regulations that may apply to this procurement.

SECTION XVI: Third Party Agreement Requirements

1. **Audits and Inspections of Records:** Selected Proposer agrees that YMPO, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Proposer agrees to maintain all required records for at least five (5) years after YMPO makes final payments, and all other matters pending between Proposer and YMPO are closed.

2. **Equal Employment Opportunity:** In connection with the execution of Agreement, Proposer shall not discriminate against any employee or applicant for employment because of race, religious creed, pregnancy, sexual orientation, religion, color, gender, or national origin. Selected Proposer shall take affirmative action to ensure that applicants are employed, and that employees are tested during their employment, without regard to their race, religious creed, pregnancy, sexual orientation, religion, color, gender, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Proposer further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

3. **Title VI - Civil Rights Act of 1964:** During the performance of Agreement, Proposer, for itself, its assignees and successors in interest, agrees as follows:

Proposer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time.
4. **Fair Employment Practices:** In connection with the performance of the work under Agreement, if the work is executed in the State of Arizona, Proposer shall certify compliance with the provisions of the State Fair Employment and Housing Act.

5. **Interest of YMPO Personnel:** By submitting a proposal, the Proposer represents and warrants that no Board Member, officer or employee of YMPO is in any manner interested directly or indirectly in the proposal or in Agreement which may be made under it, or in any expected profits to arise therefrom.

6. **Disadvantaged Business Enterprise (DBE) Policy:** YMPO receives financial assistance from the US Department of Transportation through the Federal Highway Administration (FHWA). Proposers are advised that, as required by federal law, the Arizona Department of Transportation (Department) has established a statewide overall DBE Program goal. The Department is required to report to the Federal Highway Administration (FHWA) on DBE participation for all FHWA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts.

   This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

   Proposer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Proposer shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts.

   Failure by PROPSER to carry out these requirements is a material breach of Agreement, which may result in the termination of Agreement or other such remedy as YMPO may deem appropriate.
7. **Debarment and Suspension:** Each Proposer must certify and submit documentation (such as a notarized affidavit) showing that neither the Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

8. **Drug Free Workplace:** Proposer must include with its proposal properly completed and executed certification of compliance with applicable state and federal Drug-Free Workplace Acts.

9. **Restrictions on Lobbying:** Each Proposer must include in its proposal a properly completed and executed certification regarding Restrictions on Lobbying in the form set forth as an exhibit hereto.

10. **Interests of Members of, or Delegates to Congress:** No members of, or delegates to, the Congress of the United States shall be admitted to any share or part of Agreement or to any benefit arising therefrom.

11. **Laws to Be Observed:** Proposer shall keep itself fully informed of all existing and future State and Federal laws, all municipal regulations of YMPO, and all such orders, decrees, ordinances and laws of bodies, or tribunals, including other municipalities or counties whether in the State of Arizona, or another State, having any jurisdiction or authority over which, in any manner, affect those engaged or employed in the work, or the materials used in the work, or in any way affect the conduct of the work.

   Failure by Proposer to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or other such remedy as YMPO may deem appropriate.

12. **Public Records Act:** The proposals received shall become the property of YMPO and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets and are reasonably marked “Trade Secrets”, “Confidential”, or “Proprietary” and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the Arizona Revised Statutes or otherwise by law. Proposers who indiscriminately and without justification identify most or their entire proposal as exempt from disclosure may be deemed non-responsive. Submittals, excluding confidential information, will be available for review after posting of staff recommendation. Until YMPO's
review committee announces its recommendation, no proposals will be made available for public inspection.

SECTION XVII: PROTEST PROCEDURES
Protests Prior to Submittal Opening: Protests regarding any aspect of the attached materials and YMPO selection procedures must be submitted in writing (via mail, email or fax only) to Paul D. Ward, P.E., Executive Director, YMPO, 230 West Morrison Street, Yuma, Arizona 85364, fax: (928) 329-1674, email: pward@ympo.org, by 3:00 p.m., MST, April 22, 2021. The YMPO Executive Director will respond to these protests by April 23, 2021 with an addendum to this RFP, by email and on YMPO’s website. This action completes the pre-opening administrative protest remedy at the YMPO level.

Protests After Submittal Opening/Announcement of Award: Protests regarding YMPO’s proposed selection of Proposer after proposal opening and award announcement must be submitted in writing (via mail, email or FAX) to Paul D. Ward, Executive Director, YMPO, 230 West Morrison Street, Yuma, AZ 85364, fax: (928) 329-1674, email: pward@ympo.org, by 3:00 p.m., MST, May 19, 2021. The YMPO Executive Director will respond to these protests by Thursday, May 19, 2021, by email and/or FAX. This action completes the proposal opening/award announcement administrative protest remedy at the YMPO level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him/her at the YMPO level, an interested party may protest to the Federal Highway Administration (FHWA) regarding the award of an Agreement pursuant to an FHWA grant. The deadline for submitting protests to FHWA, prior to proposal opening, is 3:00 p.m. MST, May 5, 2021. The deadline for submitting protests to FHWA, after opening/announcement of Award, is 3:00 p.m. MST, May 18, 2021.

FHWA review of any protest will be limited to:
1. Violations of Federal Law or Regulations (violations of State or local law shall be under the jurisdiction of State or local authorities).
2. Violation of YMPO’s protest procedures or YMPO’s failure to review a complaint or protest.

The protest filed with FHWA shall:
1. Include the name and address of the protester.
2. Identify YMPO as the party responsible for the RFP process.
3. Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with FHWA must be fully supported to the extent
feasible. Additional materials in support of an initial protest will only be considered if authorized by the FHWA regulations).

4. Include a copy of the protest filed with YMPO, and a copy of YMPO’s decision, if any.

5. Indicate the ruling or relief desired from FHWA.

A copy of such protests will also be sent to the YMPO Executive Director.

SECTION XVIII: PROPOSAL DELIVERY

1. One (1) original and ten (10) copies, one (1) flash of the proposal and one (1) fee must be sealed in an envelope and received, not postmarked, no later than 3:00 P.M. MST, May 4, 2021, at the YMPO administrative offices. Mailed proposals should be sent to:

   Paul D. Ward, P.E., Executive Director
   Yuma Metropolitan Planning Organization
   Mailing: 230 West Morrison Street, Yuma, Arizona 85364

   PLEASE NOTE: THE ABOVE IS A RELATIVELY NEW ADDRESS

2. Submittals should be marked: YMPO Rail/Heavy Freight Alignment Study.

3. A sealed Fee Proposal should be submitted separately.

LATE PROPOSALS WILL NOT BE ACCEPTED.

ESTIMATED TIME FRAME (Subject to change without notice)

March 30, 2021       Release date of RFP

April 20, 2021       Questions for RFP due to YMPO by 3:00 p.m., MST.

April 21, 2021       Responses to questions posted at https://ympo.org click on Inside YMPO for RFPs.

May 4, 2021          RFP proposals due no later than 3 P.M., MST.

May 4, 2021          RFP responses distributed to review committee.
<table>
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<td>May 19, 2021</td>
<td>IF interviews are NOT needed, The Selection sub-committee recommends preferred consultant/firm. IF interviews ARE needed, following dates will be extended slightly.</td>
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<tr>
<td>May 27, 2021</td>
<td>YMPO Executive Board approves contract with selected consultant/firm.</td>
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<td>May 27, 2021</td>
<td>Estimated Notice to Proceed (NTP).</td>
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<td>May 5, 2022</td>
<td>Estimated YMPO Rail/Heavy Freight Corridor Alignment Study final report due, approximately 11 months after NTP.</td>
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APPENDIX A
SCOPE OF WORK

Background

The Yuma region’s Cooperative, Comprehensive, and Continuing (3C) Transportation Planning Program is conducted by the Yuma Metropolitan Planning Organization (YMPO). YMPO supports the cities of Yuma, San Luis, Somerton, Yuma County, the Town of Wellton, the Cocopah Indian Tribe, and the Arizona Department of Transportation (ADOT). In addition, YMPO also cooperates with Winterhaven, California, the Quechan Indian Tribe, the Arizona Department of Environmental Quality (ADEQ), California Department of Transportation (Caltrans), the Imperial County Transportation Commission (ICTC), and federal agencies including, but not limited to, the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the U.S. Environmental Protection Agency (EPA).

The purpose of the YMPO’s Transportation Planning Program is to assure that multimodal transportation, air quality planning, and implementation of projects are effectively identified and coordinated by local, state, federal agencies, other stakeholders, and the general public.

YMPO is requesting proposals from qualified freight and logistics transportation consultants for a Rail/Heavy Freight Corridor Study that will, in general, examine freight and multimodal logistic opportunities for the Yuma Region and will identify a likely corridor for a rail line between the current east-west Union Pacific rail line and the US/Mexico Border roughly along the eastern edge of the (north-south) State Route 195 alignment within the City of Yuma, Yuma County, the Barry Goldwater Bombing Range and, at the southern range, the City of San Luis. The project will be completed in a maximum of twelve months from the date of notice to proceed at a cost to be negotiated.

This project’s overall goal is to increase intermodal options within the designated corridor. Within this overall goal are the following objectives:

1. Identify a multimodal corridor to create an efficient and safe freight transportation network that will provide regional connections between Sonora Mexico and Yuma County creating a seamless freight network that will promote and support economic development throughout the region and maximize the use of, and connections to, the existing infrastructure.
2. Review and analyze data, findings and conclusions from the 2013 Yuma County Rail Corridor Study; the 2010 MAG Freight Transportation Framework Study and the Arizona Multimodal Logistics Complex Analysis to provide a commodity flow summary that will identify existing and future freight movements by commodity, origin and destination, mode, volume and value, including, but not limited to, freight flows from the Ports of Los Angeles and Long Beach, California; Port of Guaymas, Sonora, Mexico; and the proposed deep sea port of Punta Colonet, Baja California, Mexico. The summary will also identify economic trends and forecasts that would affect the study area.

3. Identify border rail crossing opportunities that will accommodate anticipated freight flows from the proposed Punta Colonet Port region and/or other US/Mexico freight interests to the YMPO region.

4. Describe the range of funding sources and opportunities that may be available, both today and in the future, to help implement the recommended corridor. Then summarize the project-level funding analysis and financing plan for the corridor using those funding sources deemed most viable by the project’s stakeholders.

5. Consult and work with the project stakeholders. The YMPO Technical Advisory Committee (TAC) will be the body that will oversee the Study, and which will guide the alignment of the rail corridor. Agency and stakeholder consultation will be a critical, continuous, element of the study. A comprehensive consultation/public involvement outreach plan will be required.

Scope of Services

YMPO has developed the following preliminary scope of services for developing the rail corridor study. Interested consultants are requested to submit a work program using this preliminary scope of services as a basis for their proposals. Consultants are encouraged to modify the work program tasks, as appropriate, to facilitate delivery of the study. If the work program tasks are modified from the following preliminary scope, the Consultant is asked to provide a task correlation table for reference purposes by YMPO.

During the course of this study, YMPO will coordinate with the Consultant on project meetings with stakeholders and affected interest groups. A meeting log will be a project deliverable by the Consultant. The Consultant will provide summaries for all meetings they attend and receive, from YMPO staff, summaries for other project meetings.
Task 1 - Agree and/or Revise the Scope of Work:
Upon award of the contract, and in cooperation with the YMPO Executive Director, Project Manager (PM) and, if appropriate, the TAC, the Consultant will Agree and/or Revise the Scope of Work to reflect any possible improvements suggested by the Consultant based on prior work. These revisions may necessitate a change in costs and/or schedule and, if so, a revised cost and/or schedule will need to be negotiated. Substantial changes to the Scope of Work and/or the project cost will NOT be considered. The YMPO Project Manager for this study will be the YMPO Senior Planning Manager, Charles Gutierrez.


Task 2 - Work Plan:
Following the agreement and/or revision of the Scope of Work, and in cooperation with the TAC, the Consultant will develop a detailed study work plan. The work plan will include:

1. Based on the previous 2013 Yuma County Rail Corridor Study, consultant will develop a detailed scope of services to conduct an alternatives analysis for a rail line corridor study.

2. Identify feasible geographic locations for intermodal logistic facilities.

3. Identify short-line rail opportunities.

4. Schedule with milestone dates for both the technical study efforts and the TAC and stakeholder involvement activities - the overall schedule for this study is twelve months. If proposers are able to accelerate the delivery of the final report, they should indicate how they would achieve this, as part of their submittal.

5. Develop strategies to ensure public involvement, coordination among study partners, and other key stakeholders, as well as participation of these parties with the work plan and with the implementation of the study’s recommendations.

6. Opportunities for Other Uses of the Corridor (e.g., High-Pressure Gas Line or a Fiber-Optic Broadband service).

Kickoff Meeting.
Immediately upon receiving notice to proceed, the Consultant shall coordinate with the YMPO PM to schedule and conduct a project kickoff meeting that will involve the TAC. The purpose of the kickoff meeting is to present the draft study work plan and receive input and direction from the TAC members on the plan and its various tasks and elements.
A summary of data collection and a responsibility matrix should be presented at the meeting. Following the study kickoff meeting, the Consultant will finalize and submit the final version of the study work plan, based on the comments and direction received. Upon approval of the study work plan by the YMPO PM, the YMPO TAC, and/or an Expanded TAC, the Consultant will immediately commence the overall study effort.

**Deliverable:** Working Paper #2 - Study Work Plan.

**Task 3 - Establish Public Involvement Plan:**
Stakeholder involvement in the study is essential for its development and success. Consensus is needed from the stakeholders on the rail line corridor location that is determined and also on the process used to make this determination. The stakeholder involvement process must be started upon the notice to proceed and continue throughout the full duration of the study. The purpose of stakeholder involvement activities is to keep the stakeholders informed on the current status of the study, its ongoing activities, pertinent findings, responding to inquiries and questions, securing concurrence in the process used to conduct the study, to gain consensus for the rail line corridor location, and to be overall transparent.

1. The Consultant is to develop a comprehensive stakeholder involvement plan that will accomplish the stated purpose. The Consultant is to provide details on a recommended stakeholder involvement plan in the work plan proposal. The use of traditional/nontraditional outreach and current technologies is needed to facilitate the dialogue and consensus building process. The Consultant team is also expected to be able to effectively employ conflict resolution techniques to arrive at consensus. The use of experienced and qualified facilitators is a key element of this task.

2. The implementation plan for public involvement that will foster the participation of key stakeholders and citizens. Public involvement outreach activities may include, but are not limited to, the following:
   a. Consultation with elected officials.
   b. Consultation with tribal officials.
   c. Meetings with the public.
   d. Meetings with agency staff representing jurisdictions within the study area.
   e. Meetings with developers, freight carriers, or other focus groups.
   f. Meetings with Mexico SCT, San Luis Rio Colorado, and SUDIR officials.

3. For each of the study’s work tasks, identify appropriate all:
   a. outreach activities and a detailed strategy for their implementation.
b. Identify the roles and responsibilities of the Consultant, lead agency, and study partners, and indicate how the information acquired during each activity will be applied to the study.

c. Four public meetings shall be conducted to present information to the stakeholders/public.

d. The Consultant will be responsible for documenting the findings that result from public involvement events in one or more public involvement summaries.

4. The Consultant will also be responsible for the following:

a. Preparation of all presentation boards and handouts for public involvement meetings.

b. Preparing a newsletter for distribution by mail before the public meetings, as well as for distribution at the meetings; review and approval by the YMPO PM is required before mailing.

c. Preparing and issuing a press releases; the YMPO PM will coordinate the press releases.

d. Documenting the public involvement process in a summary report. This will include the press releases distributed prior to the meetings, mailing lists, comments received at the meeting, and associated responses to each comment.

e. Providing public involvement meetings summary reports to the TAC.


Task 4 - Current and Future Conditions:

Current conditions that have any affect or impact on potential rail corridors and alignments within the study area are to be researched, evaluated, and presented. Forecasts need to be made for future rail and freight traffic and other related activities. Future conditions that have any affect or impact on potential rail corridors will need to be evaluated and presented.

Data Collection and Compilation
All relevant background information, documents, data, and previous studies shall be gathered compiled, reviewed, analyzed, and pertinent findings presented in the current conditions section. Documents and information should include any rail alignments previously identified, area transportation plans, environmental reports, current study area data, aerial photography, and GIS mapping and database information. Stakeholders shall
be contacted to request them to provide any relevant information, data, and documents to assist in this effort. The most current/recent data shall be used for this study.

1. Current Conditions
The current conditions section is to present the information, features, factors, limitations, and issues within the study area that would have any affect or impact on the location of potential rail corridors. This review will include, but not be limited to:
   a. Land ownership.
   b. Local agency land use plans.
   c. Agricultural.
   d. Geographical features.
   e. Environmental assets/concerns.
   f. Developments.
   g. Multimodal Transportation Improvements.
   h. Utilities.
   i. Structures.
   j. Applicable rail standards.
   k. Border POE requirements.
   l. Freight volumes and commodity mix.
   m. Review federal, state, regional and local policies as they relate to freight transportation.
   n. Analysis of commodity flow from other existing ports.
   o. Analysis of alternate rail routes from Mexico or existing ports and potential Punta Colonet opportunities.
   p. Analysis of existing rail (roadway network and connections) for north and south of the border.

2. Rail and Freight Forecasts
The Consultant is to coordinate closely with the Union Pacific Railroad, Ferromex, and project stakeholders to examine or identify current rail use/activity, and the anticipated future rail use activities affecting the study area. The Consultant needs to research, obtain, and report on available freight and commodity mix forecasts for the planning period.

Using data findings from the 2010 MAG Freight Transportation Framework Study, provide a commodity flow summary that will document existing freight movements by commodity, mode, volume, and value. The summary will also include, but not limited to, freight flows from the Port of Guaymas, Mexico, and develop and evaluate the anticipated freight forecast for the proposed port of Punta Colonet. This task will also summarize economic trends and forecasts that would impact the study area and recommend in detail opportunities that could enhance freight related economic development opportunities in
the study area. This information will be critical for the sizing of the rail facilities needed which will in turn influence the right of way needs and possibly the location of the rail line corridor and multimodal logistic opportunities.

3. Future Conditions
Using the rail and freight forecasts, and considering the conditions present, the Consultant is to assess and report on the expected future conditions that will exist in the study area that will influence, impact and affect the potential rail line corridors. In addition to the same criteria reported on for current conditions, it is anticipated that the following will also be addressed in the future conditions section:
   a. Future commercial/industrial development.
   b. Change in future land use with the proposed rail line in place.
   c. Opportunities for economic development.
   d. Opportunities for short rail line for import/export.
   e. Potential changes in homeland security.
   f. Potential builders, owners, and operators of the rail line.
   g. Facilities and infrastructure needed to meet demand.

4. With the knowledge of both current and future conditions affecting and impacting the proposed rail line, identify infrastructure requirements for both the initial construction and for a 30-year planning horizon. Determine the general right of way needs for the YMPO Long-Range Transportation Plan. Facilities and infrastructure needs will include, at a minimum, the following:
   a. Rail line(s).
   b. Rail connection areas.
   c. Required sidings (for inspection and other purposes).
   d. Port of Entry facilities.
   e. Supporting utilities and other infrastructure


**Task 5 - Alternatives Analysis:**

1. Alternative Route Location Identification.
   Review any rail alignments that may have been identified in previous studies and develop any new rail alignments that may be required.

2. Reconnaissance level field inspection.
   A field inspection is to be conducted for all alignments proposed for analysis. Photographic and/or video documentation of the alignments shall be made during
the field inspection and given to YMPO. The YMPO PM is to be invited to accompany the Consultant team for the field inspection.

3. Alternative Route Definition.
For each rail alignment proposed for further study, provide a specific summary definition of the route featuring a location map, length, and commentary on features encountered such as number of road crossings by type, terrain, major waterways/washes crossed, including an environmental overview. The TAC shall approve each alternative rail alignment proposed before the Consultant is to proceed with the evaluation.

Identify the evaluation criteria to be used for the alternative’s analysis. Provide a specific definition and measurement technique for each criterion proposed. In addition, the weighting of each criterion should also be proposed and justified. The TAC shall approve the set of evaluation criteria, and weighting, to be used for the alternatives analysis before the Consultant is to proceed with the evaluation.

5. Alternatives Analysis.
Analyze each alternative rail alignment using the approved evaluation criteria and weight. The analysis should also include the following:

a. Environmental Overview - The identified corridors should be assessed to determine environmental concerns such as existing development, protected species, cultural resources, roadways, etc. This effort is to be coordinated with local, tribal, state, and federal agencies as necessary, and Mexico SCT, SLRC, and SUDIR officials.

b. Corridor evaluation - The corridors should be examined for any physical characteristics that may present challenges for vertical and horizontal alignments, excessive structure needs, at-grade and grade separated roadway crossings, etc.

c. Rail operations overview - Existing and projected rail operations should be considered in the assessment to determine requirements for capacity along the rail line and for support facilities needed for maintenance access, staging, storage, switching, and interchange.

d. Port of Entry needs - Each alternative should have an assessment and overview of the required facilities and associated infrastructure for the security, safety, inspections, gate structure, and related processing needs for the international border crossing.

e. Multimodal Logistics Center - Identify a geographic location and or locations of such a facility using recommendations from the Arizona Multimodal
Logistics Complex Analysis and identify any new logistic opportunities that the corridor alternative analysis may recommend.

6. Preferred Corridor.
One of the results of the alternatives analysis will be a ranking of the alternative rail line corridors based on the evaluation criteria. Based on the detailed analysis conducted, the Consultant shall recommend the preferred rail alignment or the no build scenario with the rationale for the recommendation. The alternative analysis recommendations are to be reviewed in detail with the TAC for their approval and presented to the stakeholders.


**Task 6 - Economic Impact Analysis:**

Perform a conceptual level impact analysis to determine economic benefits. Economic impacts can be defined as the effects on the level of economic activity in a given area. Typically, economic impact analysis involves the estimation of three types of spending/production activity:

1. Direct effects - the changes in local business activity occurring as a direct consequence of companies located in the logistics parks, including all construction activities.

2. Indirect effects - the result of purchases by local firms that are the direct suppliers to the directly affected companies.

3. Induced effects - changes in the local business activity resulting from personal household spending for goods and services, including employees of directly and indirectly affected businesses.

Task 6 Deliverable: Report covering summary of findings.

**Task 7 - Final Report (and Executive Summary):**

Based on the technically sound methodologies used in the tasks and with the consideration of the TAC, stakeholders, and public input, develop rail corridor recommendations and multimodal logistics opportunities for the study area.

The Consultant will address the review comments made and directions given by the TAC members and will finalize the report and recommendations. A final version of the
document will be submitted to the YMPO PM for final review/approval and presented to the YMPO Executive Board.

Document the study and its final recommendations in a final report and in an executive summary.

An executive summary in the form of a refined rail corridor concept brochure is to be prepared and provided that can be used to explain the concept, promote its need and purpose, and possibly for marketing and economic development purposes. The Consultant will provide the YMPO PM with 20 bound copies of the full report with Executive Summary, plus 20 additional copies of the Executive Summary, 200 printed copies of the brochure (brochures will not be required for the no-build), 20 copies on a Flash Drive storage media format containing the final report, executive summary, and the brochures suitable for additional printing by YMPO.

Public involvement summaries, GIS maps and related data used throughout the study process will be supplied to YMPO.

Task 7 Deliverable: Final Report & Executive Summary.

**Deliverable Requirements:**
All materials submitted to YMPO and/or member agencies shall be reviewed for quality and conform to the following:

a. Documents shall be organized, worded, and illustrated so that they can be easily understood.

b. All submittals shall include cover sheets that accurately describe the purpose of the submittal, sender, date, type, quantity, and electronic file name of the enclosed documents. Submittals requesting city staff action shall note the due date.

c. Documents shall be organized so they can be easily revised as requested.

d. Graphics should be color.

e. The Consultant shall provide at least two (2) hard copies of all drafts and at least three (3) hard copies of all final reports. All documents shall also be submitted electronically as MS Office 2016 (or more recent) compatible formatted documents.
f. Final documents shall also be provided electronically as Adobe Acrobat compatible Portable Document Format (PDF) with object recognition and chapters for written documents and bookmarks, if applicable.
APPENDIX B
TITLE VI AGREEMENT / CONTRACT REQUIREMENTS

(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:

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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:

(1) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) Cancellation, termination or suspension of the contract, in whole or in part.

(g) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) 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.
APPENDIX C
DISADVANTAGED BUSINESS ENTERPRISES (DBE)

(1) The YMPO, in accordance with Title VI of the Civil Rights Act of 1964, Statute 78, page 252, Title 42 United States Code (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 (CFR), Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the United States Department of Transportation (USDOT) issued pursuant to such Act, hereby notifies all bidders 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 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.

(2) As required by 49 CFR 26.13, the YMPO shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR 26. The YMPO shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The YMPO’s DBE program, as required by 49 CFR 26 and as approved by USDOT, is incorporated by reference in the Planning Funds Agreement between the MPO and ADOT.

(3) Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification to the YMPO of its failure to carry out its approved program, the USDOT may impose sanctions as provided YMPO WP Agreement JPA 11-088 Page 20 of 51 for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
## APPENDIX D: Example Staffing Table

### Hours Contribution Table for:
YMPO Rail/Heavy Freight Corridor Study

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APPENDIX E
Project Schedule

To be added by the Consultant