



REQUEST FOR PROPOSALS (RFP)

Yuma Metropolitan Planning Organization

Pavement Management System Study

Release Date: July 8, 2019

Deadline for Submission: July 29, 2019

Contact Person: Paul D. Ward, P.E.

Released By:

**Yuma Metropolitan Planning Organization
502 South Orange Avenue, Yuma, Arizona 85364
(928) 783-8911 - Fax (928) 329-1674**

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RELEASE DATE: July 8, 2019

CLOSING DATE: Proposals must be received by July 29, 2019 at the address listed below:

CONTACT PERSON: Paul D. Ward, P.E., Executive Director
Yuma Metropolitan Planning Organization
502 South Orange Avenue
Yuma, Arizona 85364
Phone: (928) 783-8911

SECTION I: SOLICITATION

The Yuma Metropolitan Planning Organization (YMPO) is seeking a qualified consultant firm with experience in developing Pavement Management Systems (PMS) to carry out a Pavement Management Study for the YMPO region.

Consultants/firms submitting proposals must be experienced in general transportation planning, budgeting, and transportation facilities design and maintenance of pavement roadways and streets.

The YMPO requests the development of the YMPO Pavement Management System Study be completed by August 27, 2020.

Submittals must be at the YMPO office by the deadline of 3:00 p.m. local time on, July 29, 2019. An original and ten (10) copies of the proposal are to be provided.

One copy of a sealed Fee Proposal should be submitted separately.

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

SECTION III: PROJECT BACKGROUND AND OVERVIEW

YMPO is seeking a qualified consultant firm with experience in developing Pavement Management Systems (PMS) to carry out a Pavement Management Study for the YMPO region. The study will involve reviewing the PMS currently in use amongst YMPO member agencies and, possibly, recommending changes, or enhancements, to them; recommending PMS processes for those agencies that do not currently have such systems, possibly including software packages; and assisting member agencies in implementing and/or advancing their PMS, as needed.

YMPO is requesting proposals from qualified and interested consultant firms for professional services to implement the above PMS activities for the six local agencies located in the YMPO region: including the Cities of Yuma, San Luis, and Somerton, Yuma County, the Town of Wellton, and the Cocopah Indian Tribe.

Description

The goal of this program is to provide our member agencies with the tools and training to develop and maintain their PMS for future years. The consultant shall also provide a current overall pavement condition survey for roads within the YMPO region; recommend appropriate treatment strategies; provide budget analyses and future year funding scenarios; personnel training; and final reports. The Consultant's proposal should include a summary of the project understanding, approach, proposed scope, schedule with deliverables, and budget.

YMPO encourages Proposers to be creative in developing a sound approach which achieves the goals for this project. YMPO also urges the Proposer to be as specific as possible when describing the activities that they will perform to support each task. We would like the Proposer to make maximum use of matrices, tables, and drawings in working papers produced for the project to ensure conciseness and clarity to minimize the amount of text required. Finally, YMPO requires the Proposer to adhere strictly to the following proposed tasks. The development of the YMPO Pavement Management System Study is supported by the FY 2018-2041 YMPO (Regional) Long-Range Transportation Plan (RTP).

Possible Additional Work: In addition to the recommending of PMS processes, the successful company will measure the surface conditions on a limited number of roadway segments within each agency's jurisdiction, and to further, or start, the population of the PMS database. Depending on the needs of YMPO member agencies, the successful company is encouraged to work with the individual agencies to exceed the number of miles to be measured, although that additional work will NOT occur as part of this contract.

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 three major components: Plan development, Mapping System Development and Design Guidelines that follows the Complete Streets Concept. 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 Pavement Management System Study.

SECTION VII: TIME-FRAME AND COST

The estimated time-frame for this project is 12 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) at a cost not to exceed \$90,000. The date of the notice to proceed is anticipated to be on, or around, August 29, 2019.

All Pavement Management System Study updates and documents are to be completed no later than August 27, 2020. The consultant shall provide a proposed schedule for completion of the Pavement Management System 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.

This project is 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 YMPO 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 YMPO 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 Board officially accepts or approves the final report.

SECTION XI: GUIDELINES FOR SUBMITTAL

RFP Response Format

The RFP respondent shall submit proposals with the following information:

1. Proposals 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, next, 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 proposal shall be submitted to the YMPO.
4. 1 CD or DVD of the proposal with all information requested.
5. All expenses incurred by the consultant/firm in preparation of the response to this Request for Proposal (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 suggested 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, 502 South Orange Avenue, 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 pm July 15, 2019. YMPO staff will provide a response to ALL proposers' questions in an on-line matrix format, by July 16, 2019.

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 a Pavement Management System 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 individuals 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:** Proposals 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 (20%);
- Qualifications and Experience of the Proposed Team (25%);
- Quality of the Proposal (25%);
- Consultant/Firm's Qualification (20%);
- Use of Disadvantaged Business Enterprise DBE (10%).

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. Cost estimates will then be reviewed. 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 (BAFO):** PROPOSERS may be required, and should be prepared, to attend an interview with the Review Committee. If this option is selected, 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 submitted, or at its sole discretion, award an 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 (BAFO). 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 will 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.

Submission 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 or 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 proposal 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 PROPOSER to carry out these requirements is a material breach of the Agreement, which may result in the termination of the 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 the 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. Proposals, 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 Proposal 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, 502 South Orange Avenue, Yuma, Arizona 85364, fax: (928) 329-1674, email: pward@ympo.org, by 3:00 p.m., MST, July 16, 2019. The YMPO Executive Director will respond to these protests by July 17, 2019, 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 Proposal 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, 502 South Orange Avenue, Yuma, AZ 85364, fax: (928) 329-1674, email: pward@ympo.org, by 3:00 p.m., MST, August 8, 2019. The YMPO Executive Director will respond to these protests by Thursday, August 9, 2019, 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, July 16, 2019. The deadline for submitting protests to FHWA after opening/announcement of award is 3:00 p.m. MST, August 8, 2019.

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 SUBMISSION

1. One (1) original and ten (10) copies and one (1) CD of the proposal must be sealed in an envelope and received, **not** postmarked, no later than **3:00 P.M. MST, July 29, 2019**, at the YMPO administrative offices.

Mailed proposals should be sent to:

Paul D. Ward, P.E., Executive Director
Yuma Metropolitan Planning Organization
Mailing: 502 South Orange Avenue, Yuma, Arizona 85364

2. Proposals should be marked: YMPO Pavement Management System Study
3. **A sealed Fee Proposal should be submitted separately.**

LATE PROPOSALS WILL NOT BE ACCEPTED.

ESTIMATED TIME FRAME (*Subject to change without notice*)

July 8, 2019	Release date of RFP
July 15, 2019	Questions for RFP due to YMPO by 3:00 p.m., MST.
July 16, 2019	Responses to questions posted at https://ympo.org click on Inside YMPO for RFP proposers.
July 29, 2019	RFP submittals due no later than 3 P.M., MST.
July 29, 2019	RFP responses distributed to review committee.

- August 8, 2019** IF interviews are NOT needed, review committee (probably the YMPO TAC) recommends preferred consultant/firm. IF interviews are needed following dates will be extended slightly.
- August 29, 2019** YMPO Executive Board approves selected consultant/firm.
- August 29, 2019** Estimated Notice to Proceed.
- August 27, 2020** Estimated YMPO Pavement Management Study final report due.

APPENDIX A SCOPE OF WORK

General Approach

The Yuma Metropolitan Planning Organization (YMPO) is seeking a qualified consultant firm with experience in developing Pavement Management Systems (PMS) to carry out a Pavement Management Study for the YMPO region. The study will involve reviewing the PMSs currently in use amongst YMPO member agencies and, possibly, recommending changes, or enhancements, to them; recommending PMS processes for those agencies that do not currently have such systems, possibly including software packages; and assisting member agencies in implementing and/or advancing their PMS, as needed.

YMPO is requesting proposals from qualified and interested consultant firms for professional services to implement the above PMS activities for the six local agencies located in the YMPO region: including the City of Yuma, Yuma County, the Cities of San Luis and Somerton, the Town of Wellton, and the Cocopah Indian Tribe.

The goal of this program is to provide our member agencies with the tools and training to develop and maintain their PMS for future years. The consultant shall also provide a current overall pavement condition survey for roads within the YMPO region; recommend appropriate treatment strategies; provide budget analyses and future year funding scenarios; personnel training in database implementation, as needed; and final reports. The Consultant's proposal should include a summary of the project understanding, approach, proposed scope, schedule with deliverables, and budget.

YMPO encourages Proposers to be creative in developing a sound approach which achieves the goals for this project. YMPO also urges the Proposer to be as specific as possible when describing the activities that they will perform to support each task. We would like the Proposer to make maximum use of matrices, tables, and drawings in working papers produced for the project to ensure conciseness and clarity to minimize the amount of text required. Finally, YMPO requires the Proposer to adhere strictly to the following proposed tasks. The development of the YMPO Pavement Management System Study is supported by the FY 2018-2041 YMPO (Regional) Long-Range Transportation Plan (RTP).

Possible Additional Work: In addition to the recommending of PMS processes, the successful company will measure the surface conditions on a limited number of roadway segments within each agency's jurisdiction, and to further, or start, the population of the PMS database. Depending on the needs of YMPO member agencies, the successful company is encouraged to work with the individual agencies to exceed the number of

miles to be measured, and consultants are open to negotiate with member agencies regarding other services that they might offer, while carrying out this contract. Any such additional work will NOT occur as part of this YMPO contract.

Scope of Work

The PMS Study should include the following tasks:

- Task 1 Task Review and Confirm or Adjust the Scope of Work;
- Task 2 Prepare Detailed Work Plan and Schedule;
- Task 3 A Pavement Condition Survey for each agency;
- Task 4 Recommended Maintenance and Rehabilitation Strategies;
- Task 5 Recommended Pavement Management Systems for each member agency;
- Task 6 Overall Budget Analyses and Funding Scenarios;
- Task 7 Assistance in Implementing the PMS Databases;
- Task 8 Final Reports/Council/Board Presentations.

Task 1. Review and Confirm or Adjust the Scope of Work:

Based on the original Scope of Work, review and approve the scope of work, as written, and/or, in cooperation with YMPO, revise the scope of work, as mutually agreed.

Task 2. Prepare Detailed Work Plan and Schedule:

Based on the confirmed, or revised scope of work, present a detailed outline of a work plan strategy, schedule of meetings, meetings documentation, and an information-focused public involvement program.

Task 3. Pavement Condition Surveys:

Review and audit the database/inventory of each agency's roadway network, split or combine, or add new sections, as necessary. (e.g., GIS/PMP linkage, functional class, surface type, length, width, number of lanes, and average annualized daily traffic counts (AADT)).

Task 4. Maintenance and Rehabilitation Strategies:

Review and update maintenance and rehabilitation strategies for each member agency, including appropriate treatments such as fog seals, slurry seals, chip seals, overlays, reconstruction and the determination of treatment unit costs.

Task 5. Recommended Pavement Management System for each member agency.

Consultant will review what PMS is in place with each member agency and, based on interviews with each agency either recommend improvements to their existing PMS or suggest what PMS alternatives might work best for the agency concerned.

Task 6. Budget Analysis and Funding Scenarios:

1. A minimum of five budget and/or target-driven scenarios analysis and show impact with the use of GIS maps. This shall include the following scenarios:
 - a. Budget needs assessment;
 - b. Utilize existing budget;
 - c. Maintain current Pavement Condition Index (PCI);
 - d. Improve network PCI (by 5 pts);
 - e. Improve network to regional target PCI.
2. Program criteria for project ranking should include AADT, roadway classification, current bicycle facility, and PCI and will only be used within a specific agency.
3. Provide recommendations, if shortfalls exist, for how each member agency can employ better preventive maintenance strategies or increase funding by proposing a preferred future budget level.
4. Deliver a draft updated pavement management database, and Budget Options Report containing the above information, to each member agency for their review.

Task 7 Assistance in Implementing the PMS Databases:

The consultant will estimate how many miles of roadways that they are able to analyze for each member agency, based primarily on the selected and/or preferred data gathering mechanism or technique identified during task 5. The miles gathered for each agency will likely vary depending on the mechanism and/or technique used. Data gathering by profilometer is likely to be more expensive than a standard video gathering of information and more expensive than using aerial photography and a physical check for potholes and other distress types of pavement wear.

YMPO will work with the consultant and YMPO member agencies to ensure that each agency receives an appropriate level of data gathering and database population. This particular task is the task most likely to offer agencies the opportunity to separately negotiate with the consultant for additional work.

Consultants are expected to be creative during the development of their proposals under this task and their estimates of miles to be implemented. It is presumed that the basic implementation of agency databases will be limited to the funds currently available.

Task 8. Final Reports/Council Presentations:

Prepare final report and PowerPoint presentation for YMPO TAC, Executive Board and member agency Councils and Boards. Presentations shall provide a summary of the pavement network (a condition summary) and shall include implementation, budgets and planning recommendations.

Project Schedule

As indicated under task 2, the Consultant shall develop a project schedule that allows for adequate time for all deliverables to be prepared by the Consultant and provide two weeks for local agency staff review. The Consultant shall provide a schedule of activities based on the Notice to Proceed and Study Completion dates provided at the end of this chapter.

The Consultant shall diligently pursue the development of the Study to ensure completion and the submission of documents within the proposed time schedule. Moreover, the Consultant shall notify the YMPO in writing of any event which could delay substantially the achievement of the Project within the prescribed time limits and proposed methods for bringing the Project back on schedule.

Alternatively, if consultants are able to produce results in a shorter time frame, they need to explain as part of their proposals.

Deliverable Requirements

All materials submitted to YMPO shall be reviewed for quality and conform to the following:

1. Documents shall be organized, worded, and illustrated so that they can be easily understood.
2. All submittals shall include cover sheets that accurately describes 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.
3. Documents shall be organized so they can be easily revised, as requested.
4. Graphics can be color, with a set of black and white materials provided so that they can be easily reproduced by black and white photocopier.
5. The Consultant shall provide at least two (2) hard copies of all draft and at least three (3) hard copies of all final reports. All documents shall also be submitted electronically as MS Office 2016® formatted documents at a minimum.
6. Final documents shall also be provided electronically as Adobe Acrobat® Portable Document Format (PDF) with object recognition, chapters for written documents, and bookmarks, if applicable.

APPENDIX B
TITLE VI AGREEMENT / CONTRACT REQUIREMENTS

1. 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:
2. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (the Regulations), which are herein incorporated by reference and made a part of this contract.
3. **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.
4. **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.
5. **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 (ADOT) or the Federal Highway Administration (FHWA) 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 ADOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
6. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, ADOT shall impose such contract sanctions as it, or the FHWA, 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.
7. 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 ADOT or the FHWA 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 ADOT to enter into such litigation to protect the interests of the ADOT, and, in addition, the contractor may request the USDOT to enter into such litigation to protect the interests of the USDOT.

APPENDIX C
DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM

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 Part 26, 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 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 (for SEALED COST PROPOSAL ONLY)

Hours Contribution Table for: YMPO Pavement Management System Study			Contract Number								
			Purchase Order #								
			Task Assignment #								
Team Member			Task and Associated Hours							Total	
Name	Role	Rate	1	2	3	4	5	6	7	Hours	Billing
Prime Consultant (name of firm)											
Person 1	Principal	\$225	2	5	5	5	5	5	10	37	\$8,325
Person 2	Project Manager	\$175	4	12	15	20	30	15	20	116	\$20,300
Person 3	Engineer	\$150	4	8	10	10	5	8	4	49	\$7,350
Person 4	Admin	\$65	2	4	2	2	2	2	10	24	\$1,560
Totals (Prime Consultant)			12	29	32	37	42	30	44	226	\$37,535
Sub-Consultant (name of firm)											
Person 5	Project Manager	\$175	4	20	30	45	30	25	24	178	\$31,150
Person 6	Project Engineer	\$150	5	10	20	15	15	10	12	87	\$13,050
Person 7	Admin Assistant	\$70	2	5	2	2	2	2	10	25	\$1,750
Totals (Sub-Consultants)			11	35	52	62	47	37	46	290	\$45,950
Lump Sums											
Printing and Graphics			\$30	\$25	\$20	\$0	\$0	\$0	\$800	-	\$875
Advertising			\$175	\$75	\$20	\$20	\$20	\$30	\$300	-	\$640
Total Lump Sums			\$205	\$100	\$40	\$20	\$20	\$30	\$1,100	-	\$1,515
PROJECT COST TOTAL										\$85,000	