

REQUEST FOR QUALIFICATIONS

CONSULTANT SERVICES FOR TRAFFIC DATA COLLECTION

Issued by



Ohio-Kentucky-Indiana Regional Council of Governments
720 East Pete Rose Way, Suite 420
Cincinnati, Ohio 45202
513-619-7691
FAX 513-621-9325

Important Dates:

RFQ Released to the Public	May 14, 2021
Deadline for RFQ Written Questions	June 10, 2021 – 2:00 p.m. EDT
Submittal Deadline	June 21, 2021 – 2:00 p.m. EDT
Public Opening	June 21, 2021 – 2:30 p.m. EDT
Selection	June 30, 2021
OKI Board Approval	September 9, 2021

GENERAL GUIDELINES FOR COMPLETING THE REQUEST FOR QUALIFICATIONS

This document is intended as a guideline to assist Proposers in successfully completing the necessary paperwork. You are strongly encouraged to read the document very carefully. This document is NOT intended to replace the more detailed instructions that are included in the solicitation.

- Be sure to regularly check the Ohio-Kentucky-Indiana Regional Council of Governments' (OKI's) website, www.oki.org, for any changes or updates to the solicitation. Any changes will be documented in writing and labeled as addenda.
- It is extremely important that all required forms be completed. If a form does not apply to your business or Statement of Qualifications (SOQ), please mark the form "Not Applicable", sign and date the form. **Failure to complete all forms will result in your SOQ being ruled non-responsive. Non-responsive SOQs will not be evaluated.**
- **DBE (Disadvantaged Business Enterprise) Obligation:** As a grantee of the United States Department of Transportation, we have agreed to ensure that DBEs have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary paperwork.
- Please read the document to make sure that you have returned your SOQ in the correct format.
- **Restrictions on Communication During Solicitation, Offer & Award Period:** All inquiries, and/or other correspondence regarding solicitations, excluding protests, must be directed, in writing via electronic mail, to Jenn Spreckelmeier, jspreckelmeier@oki.org. No other contact regarding this RFQ with OKI, ODOT or KYTC staff is permissible until the public opening of the SOQs. Oral communications regarding this solicitation shall not be considered official communications. OKI is not responsible for and will not be legally bound by any oral statements made by its employees regarding any solicitation.
- Make sure the SOQ response is received by OKI's Finance Office by the designated date and time. **Late SOQs will not be accepted – NO EXCEPTIONS.**
- It is the sole responsibility of the Proposer to ensure that its submission is successfully delivered to OKI by the specified date and time. OKI will not be responsible for late or lost deliveries of SOQs.

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CONSULTANT SERVICES FOR TRAFFIC DATA COLLECTION

SECTION I

INVITATION AND INSTRUCTIONS TO INTERESTED CONSULTANT FIRMS TRAFFIC DATA COLLECTION

- 1.1 **Invitation:** The Ohio-Kentucky-Indiana Regional Council of Governments (OKI) is now accepting Statements of Qualifications (SOQ) for traffic count data collection services. OKI is the Metropolitan Planning Organization (MPO) for the Cincinnati-Northern Kentucky metropolitan area. OKI will serve as the project manager for traffic count data collection services.

If the Proposer is a team, the team must be led by a firm that has the managerial and technical resources to communicate and coordinate directly with OKI and manage the work of the entire team. The team lead will function as the Prime Consultant and will be expected to assist and advise OKI regarding the project.

- 1.2 **Submittal Requirements and Criteria:** The Prime Consultant must be pre-qualified by the Ohio Department of Transportation (ODOT) and/or the Kentucky Transportation Cabinet (KYTC). Information about prequalification by ODOT and KYTC can be found at the following websites under the category Engineering Services, Transportation Planning/Corridor Planning.

<http://www.dot.state.oh.us/Divisions/ProdMgt/Consultant/Consultant/prequal-engineering.pdf> and <http://transportation.ky.gov/Professional-Services/Pages/Prequalification-Application-and-Instructions.aspx>

Prequalification from applicants is not required if there is no suitable prequalification category for this type of work.

In compliance with 23 U.S.C. 112(b)(2)(B), all firms must have an approved overhead rate on file with the Ohio Department of Transportation if they perform any of the following types of work: program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services. Information about approved overhead rates can be found at

<http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx>

- 1.3 **Solicitation Schedule:** This solicitation will be governed by the following schedule. Please note dates marked with an asterisk (*) are subject to change:

RFQ Released to the Public	May 14, 2021
Deadline for RFQ Written Questions	June 10, 2021 – 2:00 p.m. EDT
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Public Opening	June 21, 2021 – 2:30 p.m. EDT
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OKI Board Ratification	September 9, 2021*

- 1.4 **Restrictions on Communications with OKI during Solicitation, Offer & Award Period:** From the date of issuance of this solicitation through the date of contract award by OKI, all official communications will be transmitted in writing (defined as being sent or received via electronic mail). Oral communications regarding this solicitation shall not be considered official communications. OKI is not responsible for any *oral* statements made by its employees regarding this solicitation.

Please see Section 1.12 for instructions regarding the submittal of protests.

- 1.5 **Amendments to Solicitation (Addenda)/Postponement of Submission Deadline:** We reserve the right to revise or amend the RFQ up to the time set for the submission of Statement of Qualifications (SOQs). Such revisions and amendments, if any, shall be announced by written addendum to the RFQ. If an addendum significantly changes the RFQ, the date set for submission may be postponed by such number of days as, in the opinion of OKI, shall enable potential Proposers to revise their SOQ. In any case, the submission deadline shall be at least five (5) business days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for the submission of the SOQ.

Upon issuance, addenda will be considered part of the RFQ and will prevail over inconsistent or conflicting provisions contained in the original RFQ. Copies of all addenda will be made available on OKI's website at www.oki.org. Proposers shall acknowledge receipt of all addenda by completing the Cover Sheet found in Section II of this RFQ.

- 1.6 **Modification of Statements of Qualification:** Except at the written request of OKI, no SOQ may be modified after the deadline for submission identified in Section 1.3.
- 1.7 **Single Response to Solicitation:** If only one SOQ is received in response to this solicitation, an evaluation of the single respondent's SOQ will be performed. If the single respondent is determined to be qualified, OKI will request a detailed scope of services and cost proposal from the qualified proposer.
- 1.8 **Confidential/Proprietary Information:** Once submitted, an SOQ becomes the property of OKI. OKI will release no information about the SOQ submittal until all requests have been received and are deemed a matter of public record.
- 1.9 **Reserved Rights:** OKI reserves the right to reject any and all SOQs or any portion of a specific SOQ for any reason. We also reserve the right to award a single or multiple contracts as a result of this solicitation; however, issuance of this RFQ and receipt of SOQs does not commit OKI to award a contract or contracts.

OKI has the sole right to select the successful submission for contract award; to reject any SOQ as unsatisfactory or non-responsive due to non-conformance with the requirements of this RFQ; to cancel the solicitation and to advertise for new SOQs or not to award a contract as a result of this RFQ.

- 1.10 **Prime Consultant Responsibilities:** The Consultant will be required to assume responsibility for all services required by the contract regardless of who provides them. Further, OKI will

consider the Consultant to be the sole point of contact with regard to contractual matter, including payment of any and all charges resulting from the contract.

- 1.11 **Conflicts of Interest:** OKI's employees and council are bound by a Code of Ethics and Standards of Conduct that prohibits its employees and directors engaged in the award and administration of contracts, or any person acting on their behalf, from accepting, directly or indirectly, any gift with a value of more than a nominal amount, including meals or tickets to sporting events, from any person with whom the employee interacts on official OKI business. Therefore, Proposer, or its subcontractors, may not make gifts or favors to any employee or director. It is a violation of the Code of Ethics and Standards of Conduct for any OKI employee to accept any such gift or favor.
- 1.12 **Protests:** All solicitations made by OKI are open and free to all competing firms, whereby all qualified firms have a reasonable chance to be successful and be awarded the contract. If an individual or firm feels that the RFQ is unfair for whatever reason, they should request, in writing, a copy of OKI's Title VI Complaint Procedure.
- 1.13 **Information Required from the Proposer:** To be eligible for evaluation as a complete, responsive submittal to this solicitation, any and all SOQs must contain all of the following documents, properly signed (as required), fully completed and arranged in the following order:
 - 1.13.1 **Cover Sheet:** The cover sheet for the SOQ must include all of the information found on the form that can be found under Section II of the RFQ. As a condition of SOQ responsiveness, this document must be fully completed, signed and submitted with the SOQ.
 - 1.13.2 **Approach to Project and Management of Subconsultants:** This document should describe how the Proposer would approach and manage the specific tasks described in the Project Scope and Timeline found in Section IV of this RFQ. The document shall include a narrative description of how the Proposer would conduct the project and generally manage its subcontractors and task orders for various projects assigned by OKI. There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer. This document should not exceed 5 pages.
 - 1.13.3 **References/List of Relevant Work:** This document, Attachment #1 in Section VI of this RFQ, shall include a list and description of recent *relevant* work performed by the Proposer and its team members. As a condition of SOQ responsiveness, this document must be fully completed and submitted with the SOQ.
 - 1.13.4 **Conflict of Interest Statement:** This document, Attachment #2 in Section VI of this RFQ, shall serve as a list of all entities and/or individuals with which the Proposer, including the firms comprising the Proposer's team (if applicable), has relationships that may create or appear to create conflicts of interest with the work to be performed as a result of the contract. As a condition of SOQ responsiveness, this document must be fully completed, signed and submitted with the SOQ.

- 1.13.5 **DBE:** These documents, Attachments #3 and #4, in Section VI of this RFQ, are required for compliance with the USDOT's requirements related to the participation by Disadvantaged Business Enterprises (DBE) in federally funded contracts and shall serve as proof of the Proposer's "good faith efforts" to, where practicable, include certified DBE firms on their teams. As a condition of SOQ responsiveness, these documents must be fully completed and submitted with the SOQ package.
- 1.13.6 **Certification Regarding Lobbying:** This document, Attachment #5 in Section VI of this RFQ, is required by the USDOT to document a Proposer's compliance with 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). As a condition of SOQ responsiveness, this document must be fully completed, signed and submitted with the SOQ package.
- 1.13.7 **Prequalification Certification:** This document, Attachment #6 in Section VI of this RFQ, is required to show proof of Prime Consultant's prequalification with the Kentucky Transportation and/or Ohio Department of Transportation. If there is no suitable prequalification category for the type of work being performed, this should be noted.
- 1.14 **Consultant Questions and Inquiries:** Interested firms' questions and inquiries on the specifications of this SOQ shall be submitted in writing via e-mail only to Jenn Spreckelmeier, jspreckelmeier@oki.org. Questions will be accepted until 2:00 p.m. EDT on June 10, 2021. The responses to all questions will be posted on www.oki.org within 2 business days of receipt.
- Any information provided is not official unless reduced to writing by OKI. Any unauthorized contact with any other official or employee in connection with this Request for Qualifications (RFQ) is prohibited and shall be cause for disqualification of the Consultant.
- Careful attention must be paid to all requested items contained in this RFQ. Interested firms are invited to submit SOQs in accordance with the requirements of this RFQ. Please read the entire package before responding. Interested firms shall make the necessary entry in all blanks provided for the responses. All SOQs shall be returned in a sealed envelope and clearly marked "Traffic Data Collection – Statement of Qualifications" on the outside of the envelope.
- By submitting an SOQ, the consultant acknowledges and agrees to be bound by the terms and conditions of the solicitation. This SOQ document including all terms, conditions and specifications contained herein shall become the basis of contract upon award by OKI. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Finance Department. If any modifications are made to this RFQ, notice will be posted on www.oki.org.
- 1.15 **Evaluation Criteria:** Statements of Qualifications submitted for evaluation by interested firms shall be evaluated according to the criteria described in Section V of this RFQ. Bids for the cost of the proposed project shall not be a factor in the evaluation of firms until negotiations are begun in accordance with Ohio Revised Code Section 153.691 and KRS

45A.750. Cost proposals must not be part of the submittal. Submittals containing any costs, cost proposals or any other cost related figures will be rejected.

- 1.16 **Cost of Preparation:** Respondents are responsible for all costs associated with the preparation of materials in response to this RFQ. OKI assumes no responsibility for such costs. OKI reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
- 1.17 **Submittal:** All items requested as part of the RFQ must be completed in their entirety. Failure to do so can result in the submittal being declared unresponsive and will be automatically DISQUALIFIED. OKI must be in receipt of all Statements of Qualifications (SOQs) by 2:00 p.m. EDT, June 21, 2021 at the following address. **One (1) original, 3 copies, and one electronic PDF of the SOQ are required.**

Ohio-Kentucky-Indiana Regional Council of Governments
Attn: Finance Department
Traffic Data Collection – Statement of Qualifications
720 E. Pete Rose Way, Suite 420; Cincinnati, Ohio 45202

The SOQ should be placed in a sealed envelope and clearly marked “Traffic Data Collection – Statement of Qualifications”. Submissions not marked clearly will not be opened. Submissions received after the deadline will not be evaluated. No exceptions.

- 1.18 **SOQ Opening:** Sealed SOQs will be accepted in accordance with the instructions detailed in Section 1.13. The opening will be held on June 21, 2021 at 2:30 p.m. via a Zoom video conference. Attendance at the public opening is not a requirement.

SECTION II
GENERAL PROVISIONS
TRAFFIC DATA COLLECTION

- 2.1 Each Statement of Qualification shall comply with all federal, state and local regulations concerning planning and engineering services.

The Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, Ohio Revised Code Section 4101 and KRS Chapter 338. The Consultant also agrees to notify OKI in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Submitting firm agrees to indemnify, defend and hold OKI harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this SOQ may be grounds for disqualification.

- 2.3 **Liability:** OKI is not responsible for any cost incurred in the preparation of SOQs.

- 2.4 **Bribery Clause:** By his/her signature on the bid, the Consultant certifies that no employee of his/hers, any affiliate or sub consultant, has bribed or attempted to bribe an officer or employee of OKI.

- 2.5 **Ambiguity, Conflict or other Errors in the RFQ:** If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, they shall immediately notify OKI of such error in writing and request modification or clarification of the document.

- 2.6 **Cancellation:** If the services to be performed hereunder by the consultant are not performed in an acceptable manner to OKI, OKI may cancel this contract for cause by providing written notice to the consultant, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, the consultant may seek to bring the performance of services hereunder to a level that is acceptable to OKI, and OKI may rescind the cancellation if such action is in OKI's best interest.

2.6.1 Termination for Cause

2.6.1.1 OKI may terminate a contract because of the consultant's failure to perform its contractual duties.

2.6.1.2 If a consultant is determined to be in default, OKI shall notify the consultant of the determination in writing, and may include a specified date by which the consultant shall cure the identified deficiencies. OKI may proceed with termination if the consultant fails to cure the deficiencies within the specified time.

2.6.1.3 A default in performance by a consultant for which a contract may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) The filing of a bankruptcy petition by or against the consultant; or
- (d) Actions that endanger the health, safety or welfare of OKI or citizens of the region.

2.6.2 At Will Termination: Notwithstanding the above provisions, OKI may terminate this contract at will in accordance with the law upon providing thirty (30) days' written notice of that intent. Payment for services or goods received prior to termination shall be made by OKI provided those goods or services were provided in a manner acceptable to OKI. Payment for those goods and services shall not be unreasonably withheld.

- 2.7 **Assignment of Contract:** The Consultant shall not assign or subcontract any portion of the Contract without the express written consent of OKI. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that OKI shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of OKI.
- 2.8 **No Waiver:** No failure or delay by OKI in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by OKI in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of OKI hereunder or shall operate as a waiver thereof.
- 2.9 **Authority to do Business:** The consultant must be a duly organized and authorized to do business under the laws of Ohio and Kentucky. Consultant must be in good standing and have full legal capacity to provide the services specified under this Contract. The Consultant must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Consultant to enter into this Contract. The consultant will provide OKI with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the consultant is authorized to do business in the States of Ohio and Kentucky if requested. All SOQs must be signed by a duly authorized officer, agent or employee of the consultant.
- 2.10 **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the States of Ohio and Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be Ohio Court of Claims, Franklin County or the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this

Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

- 2.11 **Ability to Meet Obligations:** Consultant affirmatively states that there are no actions, suits or proceedings of any kind pending against consultant or, to the knowledge of the consultant, threatened against consultant before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of consultant to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 2.12 **Property:** Once submitted, an SOQ becomes the property of OKI. OKI will release no information about the SOQ submittal until all requests have been received and are deemed a matter of public record.
- 2.13 **News Releases:** No news releases pertaining to the request for qualification, or any project that may arise, are to be made without prior approval of OKI.
- 2.14 **Complaint Procedure:** All solicitations made by OKI are open and free to all competing firms, whereby all have a reasonable chance to be successful and be awarded the contract. If an individual or firm feels that the RFQ is unfair for whatever reason, they should request, in writing, a copy of OKI's Title VI Complaint Procedure.
- 2.15 **Funding:** This project is being funded with FY18 and FY19 Ohio and Kentucky Planning (PL) funds through the MAP-21 in cooperation with the Ohio Department of Transportation and Kentucky Transportation Cabinet.
- 2.16 **Withdrawal:** No qualification can be withdrawn after it has been opened.
- 2.17 **Data:** All data included in the SOQ is proprietary to OKI. It will be used exclusively for this process and will not be shared with any other firm or used for any other purpose.
- 2.18 **DBE:** OKI encourages the use of Disadvantaged Business Enterprises. OKI's target DBE goal for this project is 5%. A submitted SOQ must include Attachments #3 and #4 included in Section VI of this RFQ
- 2.19 **Violations of and Compliance with Ohio and Kentucky Laws:** The consultant shall reveal any final determination of a violation by the consultant or sub consultant within the previous five (5) year period pursuant to Ohio Revised Code sections 5733, 5740, 5747, 4111, 4101, 4141 and 4123 and KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the consultant or sub consultant. The consultant shall be in continuous compliance with the provisions of Ohio Revised Code sections 5733, 5740, 5747, 4111, 4101, 4141 and 4123 and KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the consultant or sub consultant for the duration of the contract.

COVER SHEET

By signing below you are agreeing to all OKI Terms & Conditions that are a part of this Request for Qualifications.

Include this page in your response to this RFQ

Firm: _____

Authorized Signer: _____

Title: _____

E-Mail Address: _____

Address: _____

Telephone: _____

Project Manager: _____

Title: _____

E-Mail Address: _____

Telephone: _____

Date: _____

Federal ID Number: _____

Consultant's DUNS Number: _____

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>.

Consultant must be registered as a vendor in the federal System for Award Management (SAM) The online registration is at www.sam.gov. Is the consultant registered in SAM? Yes No

Non-collusion Statement: By my signature below, I, individually and as an agent for the consultant responding to this Statement of Qualifications, certify that neither I, nor the business entity for which I

am an agent, nor any other agent for that business entity, have entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this submitted bid. I understand that failure to submit this statement as part of the bidding documents shall make this bid nonresponsive and therefore not eligible for award consideration.

(Consultant Signature)

(Date)

Please include a copy of your W-9 with your submitted SOQ. *You cannot be awarded a contract until this is submitted.*

I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (list all numbers): _____

Consultant Signature (all items above have been read and completed)

SECTION III
HOLD HARMLESS AND INDEMNIFICATION CLAUSE,
AND INSURANCE REQUIREMENTS
TRAFFIC DATA COLLECTION

- 3.1 **Hold Harmless and Indemnification Clause:** Consultant agrees to indemnify, hold harmless, and defend OKI, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's sub consultants if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of OKI or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.
- 3.2 **Insurance Requirements:** Prior to commencing work, Consultant shall provide insurance from an insurer licensed in the state where the insured risks are located. Consultant shall comply with workers compensation insurance or premium requirements for the state or states in which their employees are doing the work. For any work performed in Kentucky Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the OKI Finance Department. The Consultant shall not allow any sub consultant to commence work until the insurance required of such subconsultant has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require sub consultants, if sub-contracting is authorized, to procure and maintain these same policies. OKI may require Consultant to supply proof of sub consultant's insurance via Certificates of Insurance, or at OKI's option, actual copies of policies.

- 3.2.1 The following clause shall be added to the Consultant's (and approved sub consultants) Comprehensive General Liability Policies:

"OKI, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

3.2.2 The insurance to be procured and maintained and the **minimum** Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Consultants Protective Liability
 - f. Personal Injury
2. **AUTOMOBILE LIABILITY** insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342.EMPLOYERS' LIABILITY with a **\$100,000** Limit of Liability for Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee
4. **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3.3 **Acceptability of Insurers:** Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by OKI's Finance Department.

3.4 **Miscellaneous:**

- 3.4.1 The Consultant shall procure and maintain insurance policies as described herein and for which the OKI Finance Department shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without OKI having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to OKI's Finance Department before the expiration date.
- 3.4.2 Certificates of Insurance as required above shall be furnished, as called for no later than five (5) days after the successful submitting firm is notified of award by OKI to:

Ohio-Kentucky-Indiana Regional Council of Governments
Attn: Finance Department
720 East Pete Rose Way, Suite 420
Cincinnati, Ohio 45202

- 3.4.3 The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement.
- 3.4.4 Approval of the insurance by OKI shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that OKI does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

SECTION IV
PROJECT SCOPE AND TIMELINE
TRAFFIC DATA COLLECTION

4.0 Study Purpose: Collection of traffic data throughout the OKI region. This data is critical to transportation planning and engineering and will be used by OKI, its partner agencies, and the general public.

4.1 Background: Periodically, OKI undertakes traffic data collection throughout the region. This data collection comprehensively covers the region and is critical to OKI Staff, OKI partner agencies, practitioners in the region, and the general public. This project provides updates to the OKI traffic count dataset.

4.2 Proposed Study: A list of freeway and arterial locations will be provided to the selected firm(s). Counts will conform to the following specifications and conditions:

- Counters will be set for 4 consecutive days, provide a minimum of 3 total days of data on weekdays between 12:00 PM Monday through 12:00 PM Friday (subject to change on weeks with a major holiday)
- All counts will have been taken in a “per vehicle” or “time-stamped axle data” mode
- All counts will be directional
- All counts will separate lanes on multi-lane roads
- The count will be classified by the FHWA 13 categories of vehicle classification or by vehicle length
- For those locations where there is construction or other unusual traffic conditions, the consultant will notify the OKI project manager before performing the work
- All counters will be tagged with GPS coordinates of the spot where the counter is located
- The data shall be provided as specified in part 4.3.1 of this document
- OKI will provide a list and shapefile of locations to selected consultants, which will include the:
 - OKI Count Station ID
 - Count Location (for example, “5th Street”, “Beechmont Ave (SR-125)”, etc.)
 - Count reference location (for example, “W of Sycamore” or “E of Asbury”)

4.3 Deliverables:

OKI requires data in formats that are useful to be integrated into our internal traffic count database (which powers the web map at traffic.oki.org) as well as in ways to provide the data to the public. The data delivered as part of this process will include the items listed below. The data will be subject at a minimum to OKI’s quality control checks both as indicated below.

4.3.1 Traffic Count Data: Traffic count data will be provided as follows:

1. Raw per-vehicle or timestamped axle data in the counter’s proprietary format. Should be named as OKI-ID.???, where OKI-ID is the location’s count station ID and ??? is the manufacturer’s file extension.
2. Human-readable Excel datasheet including:

- a. A summary sheet with the count station ID, year and date the count is taken, ADT, AADT, peak-to-daily factor, directional factor, last AADT and year at location
 - b. Count data at 15 minute intervals for each class
 - c. Count data summarized to 1 hour intervals
 - d. Count Quality Control checks as listed in 4.3.2
 - e. Files named as OKI-ID.xls
3. C-card file, conforming to ODOT standards at 15-minute reporting intervals
 - a. Files named as OKI-ID.oki
 4. Vehicle class definition
 - a. Vehicle class definition if not by the FHWA 13 categories of vehicle classification
 - b. A list of count stations by count classification

4.3.2 Count Quality Control: The traffic counting files will be checked with the following to ensure that there were no issues:

- General completeness (e.g. total volume does not drop to zero for any 15 minute interval during the day, and not for any consecutive intervals overnight)
- T-Test from day 1 to day 2 and day 2 to day 3
- Correlation from day 1 to day 2 and day 2 to day 3
- Daily Distribution of traffic by direction
 - Should be between 60% and 40%
- Correlation of hourly class volumes to daily class totals by direction and day
 - Minimum correlation for 6:00 AM to 10:00 PM should be >95%
- Variance of hourly percent of class volumes by direction and day
 - Should be less than 1%

4.4 Project Schedule: Provide a proposed project schedule with important deliverables and activities identified. Data collection will take place beginning with a notice to proceed in September 9, 2021 and conclude by November 5, 2021. Data processing and final deliverables will be completed by December 3, 2021.

SECTION V
EVALUATION CRITERIA
TRAFFIC DATA COLLECTION

5.0 **Evaluation Criteria:** The Statement of Qualifications will be reviewed and evaluated by a selection committee according to the firm/project team’s relevant knowledge and experience in the elements described in the summary of services requested and the ability to undertake and complete the project in a timely manner. Specific evaluation criteria will include the following:

Demonstrated Understanding of the Project	35%
Sound Approach to Completing Elements of the Scope of Work	40%
Experience, Key Personnel, and Capacity to Perform Work Tasks	20%
Is a DBE or has a DBE on their team	5%

5.1 **Selection Process:** A Selection Committee comprised of the OKI Deputy Executive Director, OKI Transportation Modeling Manager, and a Senior Planner/Engineer will be used to evaluate submittals and select a consultant for this project.

After the public opening at 2:30 p.m. EDT on June 21, 2021 in the OKI Offices, the Selection Committee will evaluate the SOQs and determine which firms to hire. It is noted that multiple firms may be hired to complete portions of this project. Selected firms will be notified on June 30, 2021. The selection will be made based on qualifications. Once the selection is made, based upon a ranking process, and all applicants notified of the selection, negotiations may begin to define the scope of work and associated costs that will lead to a contract.

OKI shall thereafter attempt to finalize a contract with the offeror ranked first. If a contract, final scope and schedule satisfactory and advantageous to OKI can be negotiated for a price considered fair and reasonable, the award shall be made to such offeror; otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until a contract can be negotiated for a fair and reasonable price. Should OKI determine in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

SECTION VI
CHECKLIST¹ AND ATTACHMENTS
TRAFFIC DATA COLLECTION

The following items must be included in your SOQ in order to receive consideration. Failure to complete all forms included in this package may result in your SOQ being ruled non-responsive. Non-responsive Statements of Qualifications (SOQ) will not be evaluated or considered for a contract award.

- Cover Sheet (found in Section II)
- Attachment #1 – References/List of Relevant Work
- Attachment #2 – Conflict of Interest Statement
- Attachment #3 – Certification
- Attachment #4 – Summary of DBE Proposed Work
- Attachment #5 – Certification Regarding Lobbying
- Attachment #6 – Prequalification Certification

¹This page is for information only and is not to be returned with the Statement of Qualification.

ATTACHMENT #1
REFERENCES/LIST OF RELEVANT WORK
(Attach additional sheets if necessary)

1.	Project:	
	Client:	
	Contact Name:	
	Phone Number:	
	E-Mail:	
	Description of Work Performed:	
2.	Project:	
	Client:	
	Contact Name:	
	Phone Number:	
	E-Mail:	
	Description of Work Performed:	
3.	Project:	
	Client:	
	Contact Name:	
	Phone Number:	
	E-Mail:	
	Description of Work Performed:	

ATTACHMENT #2
CONFLICT OF INTEREST STATEMENT

Proposer shall provide a list of all entities and/or individuals with which it has relationships that create, or may appear to create, conflicts of interest with the work that is contemplated by this RFQ. The list should indicate the names of the entities and/or individuals, their relationship to the Proposer, and a description of the real and/or apparent conflicts. In addition, please be sure to include descriptions of relationships with any or all OKI Board Members and employees that create, or may appear to create, any real and/or apparent conflicts of interest. The following real and/or apparent conflicts exist:

1.	Name:	
	Relationship to Proposer:	
	Description of Conflict:	
2.	Name:	
	Relationship to Proposer:	
	Description of Conflict:	
3.	Name:	
	Relationship to Proposer:	
	Description of Conflict:	
4.	Name:	
	Relationship to Proposer:	
	Description of Conflict:	
5.	Name:	
	Relationship to Proposer:	
	Description of Conflict:	

 Signature

 Title

 Date

ATTACHMENT #3
DBE CERTIFICATION

Insert a copy of your DBE Certificate

ATTACHMENT #4
SUMMARY OF DBE PROPOSED WORK

DBE Name	General Description of Proposed Work	Projected % of Work by DBE

ATTACHMENT #5

CERTIFICATION REGARDING LOBBYING

APPENDIX A, 49 CFR PART 20 CERTIFICATION REGARDING LOBBYING³
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government-wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

³The filing of Standard Form LLL (Rev. 7-97, OMB 0348-0046) and full disclosure is required pursuant to 31 U.S.C. section 1352 for each instance described above, whether or not federal monies are used. The information requested through this certification is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance is placed by OKI when the transaction referred to in this solicitation is made or entered into.

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Proposer's Authorized Official

_____ Name of Proposer's Authorized Official

_____ Title of Proposer's Authorized Official

_____ Date

ATTACHMENT #6
PREQUALIFICATION CERTIFICATION

Prequalification from applicants is not required if there is no suitable prequalification category for this type of work.

*Insert proof of prequalification by the Kentucky
Transportation Cabinet and/or
Ohio Department of Transportation*