

# REQUEST FOR QUALIFICATIONS

## PROFESSIONAL SERVICES FOR OKI Stormwater Basin Inventory Evaluation & Stormwater Management Capacity Analysis for Ohio Counties

*Issued by:*



Ohio-Kentucky-Indiana Regional Council of Governments  
720 East Pete Rose Way, Suite 420  
Cincinnati, Ohio 45202  
513-621-6300  
FAX 513-621-9325

### **Schedule:**

Please note dates marked with an asterisk (\*) are subject to change.

RFQ Released to the Public	September 26, 2023
Deadline for Written Questions	October 27, 2023, 4:00PM EDT
Submittal Deadline Date	November 14, 2023 12:00PM EDT
Public Opening	November 14, 2023 1:00PM EDT
Short List	November 28, 2023
Interviews and Selection	December 12-19, 2023
Notice to Proceed	January 12, 2024

## GENERAL GUIDELINES FOR COMPLETING THE REQUEST FOR QUALIFICATIONS

*This page is intended as a guideline to assist Proposers (also referred to herein as “Firms”) in successfully completing the necessary paperwork. You are strongly encouraged to read the entire document very carefully. This page 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](http://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.**
- Disadvantaged Business Enterprise (DBE) Obligation: As a grantee of the United States Department of Transportation (USDOT), 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 David Rutter at [drutter@oki.org](mailto:drutter@oki.org). No other contact regarding this Request for Qualifications (RFQ) with OKI 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 Department 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.

## Table of Contents

Section I	Invitation and Overview of RFQ.....	4
Section II	RFQ Process, Rules, and Requirements .....	5
Section III	Instructions for Submission of Statement of Qualifications.....	10
Section IV	Awarded Contract Requirements .....	12
Section V	Project Scope .....	17
Section VI	RFQ Evaluation Criteria.....	18
Section VII	Checklist and Attachments .....	19

**SECTION I**  
**INVITATION AND OVERVIEW OF RFQ DOCUMENT FIRMS**  
**OKI Stormwater Basin Inventory Evaluation &**  
**Stormwater Management Capacity Analysis for Ohio Counties**

- 1.1 **Invitation**: The Ohio-Kentucky-Indiana Regional Council of Governments (OKI) is now accepting Statements of Qualifications (SOQ) for professional services to perform regional stormwater management analysis of inventoried basins and connected systems to determine regional capacity opportunities and vulnerabilities. OKI, as the Metropolitan Planning Organization (MPO) for the Cincinnati and Northern Kentucky metropolitan area, will serve as the project manager and contract directly with the selected firm resulting from this RFQ.

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” and will be expected to assist and advise OKI in managing the project.

- 1.2 **Overview of RFQ Document**: this document is organized in the following manner to guide the Proposer through the SOQ submission process:
- 1.2.1. **Section II: RFQ Process, Rules, and Requirements** describes the RFQ schedule and process, the rules that will apply to and govern the submission process, and several specific requirements Proposers must satisfy to be eligible for an award.
  - 1.2.2. **Section III: Instructions for Submission of Statement of Qualifications** describes the specific information Proposers must include in any submission of a SOQ.
  - 1.2.3. **Section IV: Awarded Contract Requirements** describes contract terms that will be included in the ultimate award contract executed between the selected firm and OKI.
  - 1.2.4. **Section V: Project Scope** describes the scope of services OKI seeks to procure through this RFQ.
  - 1.2.5. **Section VI: Evaluation Criteria** describes the criteria by which any SOQ will be evaluated.
  - 1.2.6. **Section VII: Checklist and Attachments** provides a checklist of the documents required to complete an SOQ together with all of the specific attachments that must be filled out and included with a submission.

**SECTION II**  
**RFQ PROCESS, RULES, AND REQUIREMENTS**  
**OKI Stormwater Basin Inventory Evaluation &**  
**Stormwater Management Capacity Analysis for Ohio Counties**

**2.1 RFQ SCHEDULE AND PROCESS**

2.1.1. **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	September 26, 2023
Deadline for RFQ Written Questions	October 27, 2023, 4:00PM EDT
Submittal Deadline Date	November 14, 2023, 12:00PM EDT
Public Opening	November 14, 2023, 1:00PM EDT
Short List	November 28, 2023*
Interviews	December 12, 2023*
Selection	December 19, 2023*
Notice to Proceed	January 12, 2024*

2.1.2. **Evaluation Criteria:** Statements of Qualifications submitted for evaluation by interested firms shall be evaluated according to the criteria described in Section VI 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.**

2.1.3. **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 SOQs, to reject any and all SOQs, or to re-advertise for additional SOQs.

2.1.4. **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 SOQs by the date identified in Section 2.1.1 at the following address. **One (1) original and two (2) copies of the SOQ are required.**

**Ohio-Kentucky-Indiana Regional Council of Governments**  
**Attn: Finance Department**

**OKI Stormwater Basin Inventory Evaluation &**  
**Stormwater Management Capacity Analysis for Ohio Counties**  
**– 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 “**OKI Stormwater Basin Inventory Evaluation & Stormwater Management Capacity Analysis for Ohio Counties – Statement of Qualifications**”. Submissions not marked clearly will not be opened. Submissions received after the deadline will not be evaluated. No exceptions.

- 2.1.5. **SOQ Opening:** Sealed SOQs will be accepted in accordance with the instructions detailed in Section 2.1.4. The opening will be held on the date identified in Section 2.1.1 via Zoom. See OKI website ([www.oki.org](http://www.oki.org)) for more details. The public opening is open to the public. Attendance at the public opening is not a requirement.

## 2.2 RFQ PROCESS RULES AND REGULATIONS

- 2.2.1. **Questions and Inquiries:** Interested firms’ questions and inquiries on the specifications of this SOQ shall be submitted using only the following two methods.
- a. Interested firms’ questions and inquiries on the specifications of this SOQ shall be submitted in writing via email to David Rutter at [drutter@oki.org](mailto:drutter@oki.org). Questions will be accepted until the date identified in Section 2.1.1. The responses to all questions will be posted on [www.oki.org](http://www.oki.org) within three (3) 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 RFQ is prohibited and shall be cause for disqualification of the Firm.

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 “**OKI Stormwater Basin Inventory Evaluation & Stormwater Management Capacity Analysis for Ohio Counties – Statement of Qualifications**” on the outside of the envelope.

- 2.2.2. **Terms of SOQ Binding:** by submitting an SOQ, the Firm 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 RFQ must be formalized by issuance of a written modification. If any modifications are made to this RFQ, notice will be posted on [www.oki.org](http://www.oki.org).
- 2.2.3. **Restrictions on Communications with OKI during Solicitation, Offer, and 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 2.2.12 for instructions regarding the submittal of protests.

- 2.2.4. **Amendments to Solicitation (Addenda)/Postponement of Submission Deadline:** OKI reserves the right to revise or amend the RFQ up to the time set for the submission of 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](http://www.oki.org). Proposers shall acknowledge receipt of all addenda by completing the Cover Sheet found in Section VII of this RFQ.
- 2.2.5. **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 2.1.4.
- 2.2.6. **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.
- 2.2.7. **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.
- 2.2.8. **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 contract 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.
- 2.2.9. Failure to submit ALL forms and information required in this SOQ may be grounds for disqualification.
- 2.2.10. **Ambiguity, Conflict, or other Errors in the RFQ:** If a Firm 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.

- 2.2.11. **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 (if any), 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.
- 2.2.12. **Protests:** 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.
- 2.2.13. **News Releases:** No news releases, publicity or other public statements pertaining to the request for qualification, or any project that may arise, are to be made without prior approval of OKI.
- 2.2.14. **Funding:** Ohio FY2024 PL funds, UPWP element 684.3
- 2.2.15. **Withdrawal:** No qualification can be withdrawn after it has been opened.
- 2.2.16. **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.

### 2.3 **ADDITIONAL REQUIREMENTS FOR SUBMISSION OF AN SOQ**

- 2.3.1. **DBE:** OKI encourages the use of Disadvantaged Business Enterprises. A submitted SOQ must include Attachments #3 and #4 included in Section VII of this RFQ.
- 2.3.2. **Prequalification Requirements and Criteria:**
- a. The Prime must be pre-qualified by the Ohio Department of Transportation (ODOT) or the Kentucky Transportation Cabinet (KYTC), as determined by the state in which the work described in this RFQ will be performed. Information about prequalification by ODOT and KYTC can be found at the following websites under the category Engineering Services, Transportation Planning/Corridor Planning. [Consultant Services Home \(state.oh.us\)](https://www.state.oh.us/transportation/consultant-services) and <https://transportation.ky.gov/ProfessionalServices/Pages/Prequalification-Application-and-Instructions.aspx> Prequalification from applicants is not required if there is no suitable prequalification category for this type of work.
  - b. In compliance with 23 U.S.C. § 112(b)(2)(B), all firms performing any of the following types of work: program management, construction management, feasibility studies, preliminary engineering, design,



engineering, surveying, mapping, or architectural related services, are required to have an overhead rate in compliance with Part 31 of the Federal Acquisition Regulations (FAR) and approved by the Ohio Department of Transportation. Regardless of the work requested in this RFQ if your firm performs these types of services you need to have an overhead rate approved by the Ohio Department of Transportation. If your firm does not perform the types of work listed above, then an overhead rate in compliance with Part 31 of the Federal Acquisition Regulations (FAR) and approved by the Ohio Department of Transportation is NOT required. Information about approved overhead rates can be found at [www.dot.state.oh.us/Divisions/Finance/Auditing](http://www.dot.state.oh.us/Divisions/Finance/Auditing)

- 2.3.3. **Prime Responsibilities:** The Prime will be required to assume responsibility for all services required by the contract regardless of who provides such services. Further, OKI will consider the Prime to be the sole point of contact with regard to contractual matter, including payment of any and all charges resulting from the contract.

**SECTION III**  
**INSTRUCTION FOR SUBMISSION OF SOQ**  
**OKI Stormwater Basin Inventory Evaluation &**

**Stormwater Management Capacity Analysis for Ohio Counties**

- 3.1 **Information Required from the Proposer:** To be eligible for evaluation as a complete, responsive submittal to this solicitation, all SOQs must contain all the following documents, properly signed (as required), fully completed and arranged in the following order:
- 3.1.1. **Cover Sheet:** The cover sheet for the SOQ must include all the information found on the form included as Attachment #1 in Section VII of the RFQ. As a condition of SOQ responsiveness, this document must be fully completed, signed, and submitted with the SOQ.
  - 3.1.2. **Approach to Project and Management of Subs:** This document should describe how the Proposer would approach and manage the specific tasks described in the Project Scope found in Section V 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 five (5) pages.
  - 3.1.3. **References/List of Relevant Work:** This document, Attachment #2 in Section VII of this RFQ, shall include a list and description of the three most recent and most relevant work examples 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.
  - 3.1.4. **Conflict of Interest and Bribery Clause Statement:** This document, Attachment #3 in Section VII 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. By signing the Attachment #3 document, the Firm certifies that no employee of his/hers/theirs, any affiliate or sub, has bribed or attempted to bribe an officer or employee of OKI.
  - 3.1.5. **Disadvantaged Business Enterprises (DBE):** These documents, Attachments #4 and #5, in Section VII of this RFQ, are required for compliance with the USDOT's DBE requirements related to the participation by 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.
  - 3.1.6. **Certification Regarding Lobbying:** This document, Attachment #6 in Section VII 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.

- 3.1.7. **Prequalification Certification:** This document, Attachment #7 in Section VII of this RFQ, is required to show proof of Prime’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.
- 3.1.8. **Ohio Department of Transportation (ODOT) Overhead Rate:** This document, Attachment #8 in Section VII of this RFQ, is also required to show an overhead rate in compliance with Part 31 of the Federal Acquisition Regulations (FAR) and approved by the Ohio Department of Transportation for all firms performing any of the following types of work: program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services. If your firm does not perform the types of work listed above, then an overhead rate in compliance with Part 31 of the Federal Acquisition Regulations (FAR) and approved by the Ohio Department of Transportation is NOT required.

**SECTION IV**  
**AWARDED CONTRACT REQUIREMENTS**  
**OKI Stormwater Basin Inventory Evaluation &**  
**Stormwater Management Capacity Analysis for Ohio Counties**

4.1 **SUBMISSION OF A SOQ IN RESPONSE TO THIS RFQ SHALL ESTABLISH PROPOSER'S WILLINGNESS TO EXECUTE AN AWARD CONTRACT (FOR PURPOSES OF THIS SECTION IV, THE "CONTRACT") INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING CONTRACT TERMS.**

4.2 **Cancellation:** If the services to be performed hereunder by the Firm are not performed in an acceptable manner, OKI may cancel the Contract for cause by providing written notice to the Firm, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, the Firm may seek to bring the performance of services hereunder to a level that is acceptable to OKI, and OKI may rescind the cancellation.

4.2.1. **Termination for Cause**

- a. OKI may terminate the Contract because of the Firm's failure to perform its contractual duties.
- b. If the Firm is determined to be in default, OKI shall notify the Firm of the determination in writing and may include a specified date by which the Firm shall cure the identified deficiencies. OKI may proceed with termination if the Firm fails to cure the deficiencies within the specified time.
- c. A default in performance by a Firm for which OKI may terminate the Contract for cause 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 Firm's insolvency or inability to pay its debts generally as they become due, the dissolution or liquidation of the Firm or the taking of any corporate action for such purpose, the filing of a bankruptcy petition by or against the Firm, the Firm's making a general assignment for the benefit of credits, or the appointment of a receiver, trustee, custodian or similar agent for the Firm by order of any court of competent jurisdiction to take charge of or sell any material portion of the Firm's property or business; or
  - d. Actions that endanger the health, safety or welfare of OKI or citizens of the region.

- 4.2.2. **At Will Termination:** Notwithstanding the above provisions, OKI may terminate the Contract at will in accordance with applicable 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.
- 4.3 **Assignment of Contract:** The Firm shall not assign or subcontract any portion of the Contract without the express written consent of OKI. Any purported assignment or subcontract in violation of this section 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. A Change in Control (as defined below) of the Firm shall constitute an assignment that requires OKI's prior written consent. "Change in Control" means any merger, sale, or other transaction pursuant to which more than 50% of the outstanding voting equity interests of the Firm are sold or transferred to a party that, prior to such sale, does not own more than 50% of the outstanding voting equity interests of the Firm, or the sale of all or substantially all of the assets of the Firm.
- 4.4 **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 the Contract shall affect the rights, remedies, powers or privileges OKI thereunder or shall operate as a waiver thereof.
- 4.5 **Authority to do Business:** Firm must be duly organized or incorporated and authorized to do business under the laws of the state or states in which the awarded work will take place. Firm must be in good standing in its state of formation and in all of the states in which the awarded work will take place, and must have full legal authority and capacity to provide the services specified under the Contract. The Firm must have all necessary right and lawful authority to enter into the Contract for the full term hereof and proper corporate or other action shall have been duly taken authorizing the Firm to enter into the Contract and to submit the SOQ. The Firm will provide OKI with a copy of a corporate resolution authorizing these actions and a letter from an attorney confirming that the Firm 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 Firm.
- 4.6 **Governing Law:** The Contract shall be governed by and construed in accordance with the laws of the of the state or states in which the awarded work will take place and as determined in the discretion of OKI.
- 4.7 **Ability to Meet Obligations:** Firm affirmatively states that there are no actions, suits or proceedings of any kind pending against Firm or, to the knowledge of Firm, threatened against Firm 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 Firm to perform its obligations under the Contract, or which question the legality, validity or enforceability hereof or thereof.

- 4.8 **Compliance with Laws:** Each SOQ shall comply with all federal, state, and local regulations concerning design and engineering services. The Firm 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 or KRS Chapter 338, as applicable. The Firm also agrees to notify OKI in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Firm agrees to indemnify, defend, and hold OKI, its elected and appointed officials, employees, agents and successors in interest harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
- 4.9 **Hold Harmless and Indemnification Clause:** Firm 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 Firm's (or Firm's permitted subcontractors, 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.
- 4.10 **Insurance Requirements:** Prior to commencing work, Firm shall provide insurance from an insurer licensed in the state where the insured risks are located. Firm 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 the Firm 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 Firm shall not commence work under the Contract until all insurance required under the Contract has been obtained and until copies of policies or certificates thereof are submitted to and approved by the OKI Finance Department. The Firm shall not allow any permitted subcontractor (if any) to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Firm evidencing proof of coverages.

Without limiting Firm's indemnification requirements, it is agreed that Firm 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 all subcontractors, if subcontracting is authorized, to procure and maintain these same policies. OKI may require

Firm to supply proof of the permitted subcontractors' insurance via Certificates of Insurance, or at OKI's option, actual copies of policies.

4.10.1. The following clause shall be added to the Firm's (and approved subcontractors') 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."

4.10.2. 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:

- a. **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 Firms Protective Liability
  - f. Personal Injury
- b. **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.
- c. **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
- d. **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 Firm's policy is written on a "Claims Made" Form, the Firm 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 the Contract, or by evidence that the Firm has

purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under the Contract.

4.11 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.

4.12 Miscellaneous:

4.12.1. The Firm 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.

4.12.2. 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

4.12.3. The Firm agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Firm will not reduce any coverage amount below the limits required in this agreement.

4.12.4. Approval of the insurance by OKI shall not in any way relieve or decrease the liability of the Firm 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 Firm.

4.13 Violations of and Compliance with Ohio and Kentucky Laws: The Firm shall reveal any final determination of a violation by the Firm or sub within the previous five (5) year period pursuant to Ohio Revised Code Sections 5733, 5740, 5747, 4111, 4101, 4141 and 4123 or KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Firm or permitted subcontractor. The Firm 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 Firm or sub for the duration of the Contract.

4.14 The firm shall comply with all pertinent local, state, and federal laws and regulations, including civil rights that apply, whether or not specifically identified.



**SECTION V**  
**PROJECT SCOPE**

**OKI Stormwater Basin Inventory Evaluation & Stormwater Management Capacity Analysis for Ohio Counties: Butler, Clermont, Hamilton and Warren**

- 5.1 Study Purpose: To evaluate an inventory of stormwater management basins being prepared by OKI staff and provide recommendations for improving regional stormwater volume management based on current and identified potential basin capacities, flow rates estimated by topographical features above and below stormwater basin outfalls, and restrictions on local authority due to basin ownership and/or local regulations.
- 5.2 Background: As part of its FY2024 (July 1, 2023 – June 30, 2024) work program agreement with the Ohio EPA, OKI will be gathering an inventory of stormwater basins in Butler, Clermont, Hamilton and Warren Counties. This inventory will be largely based upon mapping data received from local jurisdictions including county stormwater authorities, county engineers, and local planning and public works agencies. An intent of gathering this inventory is to better inform future planning efforts by OKI and local jurisdictions of opportunities for enhancing regional stormwater management systems to reduce occurrences of potential flooding events, provide maximum capacity for stormwater flows of future land development, protect receiving waters hydrology and use designations. Civil engineering expertise is needed to complement OKI staff resources to evaluate the basin inventory, identify significant stormwater flow concerns and determine system enhancement opportunities regionally.
- 5.3 Proposed Professional Services: Civil engineering evaluation of collective regional stormwater basin systems.
- 5.4 Deliverables: 1. Report evaluating regional basin inventory; 2. List of system concerns and areas of deficiencies; 3. Professional recommendations for system enhancements; 4. Diagrams/schematic plans for typical enhancement recommendations; 5.

Project Schedule: OKI anticipates completing the stormwater basin inventory by December 31, 2023. Provide a proposed project schedule with important deliverables and activities identified. The successful candidate firm will agree to complete the work between January 1, 2024 and June 30, 2024.

**SECTION VI**  
**EVALUATION CRITERIA**  
**OKI Stormwater Basin Inventory Evaluation &**  
**Stormwater Management Capacity Analysis for Ohio Counties**

6.1 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:

Sound Approach to Completing Elements of the Scope of Work	30%
Experience of Firm	15%
Experience of Project Manager	20%
Capacity to Perform Work Tasks	30%
Is a DBE or has a DBE on their team	5%

6.2 Selection Process: A Selection Committee comprised of the Senior Water Quality Planner and the Regional Planning Manager will be used to evaluate submittals and select a Firm for this project.

After the public opening at the date identified in Section 2.1.1 via Zoom, the Selection Committee will shortlist the SOQs by the date identified in Section 2.1.1 and may engage in individual discussions with all offerors deemed susceptible to award. At the conclusion of such discussions, the offerors will be ranked in order of preference based on the evaluation factors published in this SOQ and on all information obtained during the selection process. The final selection will be made on the date identified in Section 2.1.1 and will be made based upon 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 VII  
CHECKLIST<sup>1</sup> AND ATTACHMENTS**

**OKI Stormwater Basin Inventory Evaluation &  
Stormwater Management Capacity Analysis for Ohio Counties**

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 will not be evaluated or considered for a contract award.

- Attachment #1 – Cover Sheet
- Approach to Project and Management of Sub(s)
- Attachment #2 – References/List of Relevant Work
- Attachment #3 – Conflict of Interest and Bribery Clause Statement
- Attachment #4 – DBE Certification
- Attachment #5 – Summary of DBE Proposed Work
- Attachment #6 – Certification Regarding Lobbying
- Attachment #7 – Prequalification Certification
- Attachment #8 – Ohio Department of Transportation Overhead Rate

---

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

**ATTACHMENT #1**  
**COVER SHEET**

**By signing below, you are agreeing to all 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: \_\_\_\_\_

Firm'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>.

(Cover Sheet continues to next page)

Non-collusion Statement: By my signature below, I, individually and as an agent for the Firm 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.

\_\_\_\_\_  
Firm 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): \_\_\_\_\_

\_\_\_\_\_  
Firm Signature (all items above have been read and completed)

**ATTACHMENT #2**

**REFERENCES/LIST OF RELEVANT WORK**

*Please select your firm's three most relevant and recent examples.*

**Include this page in your response to this RFQ.**

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 #3**  
**CONFLICT OF INTEREST and BRIBERY CLAUSE STATEMENT**

**Include this page in your response to this RFQ.**

**I. 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, elected officials, and employees that create, or may appear to create, any real and/or apparent conflicts of interest.

Please check appropriate box and include signature, title, and date at bottom of page.

- The Proposer has no Conflicts of Interest and confirms that this form is not applicable.
- The Proposer acknowledges the following real and/or apparent existing conflicts. Attach additional sheets, if necessary:

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:	

**II. Bribery Clause Statement.**

Furthermore, with his/hers/theirs signature to this Attachment #3 document, the Proposer certifies that no employee of his/hers/theirs, any affiliate or sub, has bribed or attempted to bribe an officer or employee of OKI.

---

Signature

---

Title

---

Date



**ATTACHMENT #4**  
**DBE CERTIFICATION**

**Include this page in your response to this RFQ.**

Please check appropriate box and include this page in your response to this RFQ.

The Proposer does not have DBE certification.

The Proposer has DBE Certification.\*

*\*Insert a copy of your DBE Certificate.*

Please check appropriate box and include this page in your response to this RFQ.

The Proposer's sub-consultant does not have DBE certification.

The Proposer's sub-consultant has DBE Certification.\*

*\*Insert a copy of your DBE Certificate.*

**ATTACHMENT #5**  
**SUMMARY OF DBE PROPOSED WORK**

**Include this page in your response to this RFQ.**

Please check appropriate box and include this page in your response to this RFQ.

The Proposer does not propose any DBE work and confirms this form is not applicable.

The Proposer proposes the following DBE work summary:

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

## ATTACHMENT #6

### CERTIFICATION REGARDING LOBBYING

#### APPENDIX A, 49 CFR PART 20 CERTIFICATION REGARDING LOBBYING<sup>3</sup> 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 permitted 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.]

---

<sup>3</sup>The 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

\_\_\_\_\_  
Printed Name of Proposer's Authorized Official

\_\_\_\_\_  
Title of Proposer's Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT #7**  
**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*

**ATTACHMENT #8**  
**OHIO DEPARTMENT OF TRANSPORTATION OVERHEAD RATE**

**Include this page in your response to this RFQ.**

Does your firm perform any of the following types of work?

- |                                |                              |                             |
|--------------------------------|------------------------------|-----------------------------|
| Program management             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Construction management        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Feasibility studies            | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Preliminary engineering        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Design engineering             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Surveying                      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Mapping                        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Architectural related services | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If your firm answered yes to any of the types of work listed above insert the "Firm Indirect Cost Rate Cognizant Review Approval Certificate" issued by the Ohio Department of Transportation as proof of the approved overhead rate.

If your firm answered NO to any of the types of work, please check the box below, no further information is required.

Not Applicable