

# **REQUEST FOR PROPOSALS**

## **Services for Transportation Data Collection**

**RFP Published: March 11, 2024**

**Proposals Due: April 8, 2024**

**Issued by:**

**Southwest Washington Regional Transportation Council  
1300 Franklin Street, Suite 185  
Vancouver, WA 98660  
(564) 397-6067**

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# 1. GENERAL INFORMATION

## 1.1 DOCUMENT PURPOSE

The purpose of this Request for Proposals (RFP) is to hire a firm interested in providing on-call contract services to assist in the collection of transportation data to support transportation planning and engineering. Data collection could include traffic counts, vehicle classification counts, turn movement counts, occupancy counts, travel time, speed surveys, and other useful transportation data. The contract period would be for three years, and the bidder may extend services to other public agencies wishing to participate in this RFP.

This RFP outlines a description of the contract services sought and the required documents to be submitted by interested firms. All responses shall be submitted by **1:00 p.m., Monday, April 8, 2024**. *Any responses received after the deadline will not be considered.*

The proposals received by the due date will be used to determine which firm, in the Evaluation Team's sole opinion, best meets the services requested. An evaluation team will review proposals, recommend a final ranking order of firms, and select the firm. Best and final offers may be requested, and a recommendation of final rank order shall then be determined. Any contract award will be made by the RTC Board of Directors in an open public meeting.

The successful consultant will be required to comply with Equal Employment Opportunity laws, as well as other applicable federal, state, and local laws and requirements.

## 1.2 AGENCY BACKGROUND

The Southwest Washington Regional Transportation Council (RTC) is designated by the Governor of the State of Washington to be the Metropolitan Planning Organization (MPO) for Clark County, Washington. As the MPO/RTPO, RTC conducts numerous regional transportation planning activities for the region.

RTC is responsible for the development of the Regional Transportation Plan for Clark County (RTP), the Transportation Improvement Program (TIP), the Unified Planning Work Program (UPWP), ITS planning and management, transportation operations planning, the Congestion Management Process, air quality planning, transportation demand management, development of the regional travel forecasting model, and other regional transportation studies.

RTC is responsible for the administration and management of the consultant contract.

## 1.3 FUNDING

Funding for this project will be provided by federal Surface Transportation Block Grant funding, together with local matching funds. Up to \$25,000 will be available each calendar year.

## **1.4 CONTRACT DURATION**

This contract is for on-call services for the collection of transportation data. The contract awarded as a result of this RFP will be for a 3-year period from the beginning of the contract period. RTC reserves the right to terminate the contract based on unsatisfactory provision of services or lack of funding.

## **2 GENERAL REQUIREMENTS**

### **2.1 INDEPENDENT PRICE DETERMINATION**

The prospective contractor guarantees that in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored programs.

### **2.2 AUTHORSHIP**

Applicants must identify any assistance in preparing the proposal provided by agencies or individuals outside the proposer's own organization. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP. All proposals submitted become the property of RTC. It is understood and agreed that the prospective contractor claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. RTC has the right to reject or accept proprietary information.

### **2.3 PRICE WARRANT**

The proposal shall warrant that the unit costs quoted for services in response to the RFP are not in excess of those that would be charged any other individual or entity for the same services performed by the prospective contractor.

### **2.4 CONFLICT OF INTEREST**

All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of RTC or the appropriate Advisory Board may have in the proposing agency or proposed project. Furthermore, the contractor must deliver services without conflict of interest regarding the provision of other services, such as employment.

### **2.5 SUBCONTRACTING**

No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of RTC. Such intent to subcontract should be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the services or activities included in a subcontract.

## **2.6 CONSORTIUM OF AGENCIES**

Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

## **2.7 EQUAL OPPORTUNITY**

It is the policy of RTC to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. RTC is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all RTC services.

This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with Department of Labor regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity.

The prospective contractor must agree to provide equal opportunity in the administration of the contract and its subcontracts or other agreements.

## **2.8 AWARD OF CONTRACT**

The successful Consultant must enter into an Agreement with RTC. The work shall be executed under the direction and supervision of the RTC Executive Director and his/her properly authorized agents, on whose inspection all work shall be accepted or condemned. The RTC Executive Director shall have the full power to reject or condemn any materials furnished or work performed under the Contract that does not conform to the terms and conditions set forth.

RTC is not responsible for any costs incurred prior to the effective date of the contract. RTC reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

## **2.9 DEBARMENT AND SUSPENSION**

The contractor must certify that they are not debarred or suspended or otherwise excluded from or are ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension." The contractor must also certify that it will not contract with a subcontractor that is debarred or suspended.

## **2.10 LIMITATION**

This RFP does not commit RTC to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

## **2.11 CANCELLATION OF AWARD**

RTC reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, RTC reserves the right to limit the period of negotiation to sixty (60) days, after which time funds may be unencumbered.

## **2.12 REIMBURSEMENT**

RTC will not reimburse suppliers for any costs involved in the preparation and submission of responses to the RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate RTC to accept or contract for any expressed or implied services. RTC reserves the right to request any respondent to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the response.

## **2.13 PROPOSALS BECOME PUBLIC RECORDS**

During the evaluation process, RTC treats all proposals with the highest level of confidentiality; however, once the evaluation process has been completed and a contract is awarded, the entire procurement becomes public information and subject to the Washington State Public Disclosure Act (RCW 42.17). Any proprietary information revealed in the proposal should, therefore, be clearly identified as such. RTC will notify any Proposer before releasing the proprietary information to any request for public records.

## **2.14 CONFIDENTIALITY**

Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

## **2.15 INTERLOCAL AGREEMENT**

RTC has made this RFP subject to Washington State Statute RCW 39.34. Therefore, the bidder may, at the bidder's option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the Proposer and the individual agency, with no liability to Southwest Washington Regional Transportation Council.

## **3 ADMINISTRATIVE REQUIREMENTS**

Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

### **3.1 SINGLE AUDIT REQUIREMENTS**

Any contract awarded as a result of this RFP will include provisions regarding fiscal management and accountability that meet the financial management systems requirements of an agreement with RTC.

### **3.2 OTHER AUDIT/MONITORING REQUIREMENTS**

In addition, auditing or monitoring for the following purposes will be conducted at the discretion of RTC: Fund Accountability, Contract Compliance, and Program Performance.

### **3.3 INSURANCE**

Prior to the signing of a contract, the contractor(s) selected must show evidence of a certificate of commercial liability for a minimum of \$1,000,000 per occurrence and commercial automobile insurance (if applicable).

If the Proposer or its employees use motor vehicles in conducting activities under the Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability, with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.

It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

## **4 WORK REQUIREMENTS**

### **4.1 REQUIRED SERVICES**

The Southwest Washington Regional Transportation Council (RTC) is seeking responses to this Request for Proposals from consultants interested in providing on-call contract services to assist in the collection of transportation data to support transportation planning and engineering. The contractor must be able to collect and provide data reports for each type of data collected. Data collection will generally occur within Clark County, Washington. The contract period would be for three years, and the bidder may extend services to other public agencies wishing to participate in this RFP.

Transportation data that may be requested includes, but is not limited to:

- arterial and highway vehicle volumes
- vehicle classification counts
- intersection turn movements
- auto occupancy studies
- corridor travel time and delay studies

- pedestrian/bicycle counts
- origin and destination studies
- parking utilization studies
- speed studies
- other customized data collection/studies

Generally, the transportation data requested as part of this project will be collected in the spring or fall, on weekdays, excluding Monday morning, Friday afternoon, and holidays. In addition, most transportation data will consist of two primary time periods: the AM peak, 6:30 a.m. to 8:30 a.m., and the PM peak, 4:00 p.m. to 6:00 p.m. The contractor must be capable of collecting up to 125 traffic counts over a six-to-eight-week period of time. The specific scope, location, and type of data elements for the data collection effort shall be determined after the selection process is complete.

The consulting firm will provide necessary equipment and follow best practices for the collection of transportation data. Consulting firms should follow standard practices and be in conformance with procedures as defined by the Institute of Traffic Engineers (ITE) and The American Association of State Highway and Transportation Officials (AASHTO).

## **5 PROPOSAL DEVELOPMENT**

### **5.1 RESPONSE DOCUMENTS**

Responses should be prepared simply and economically, providing straightforward, concise descriptions of proposal to satisfy the requirements of the RFP. RTC shall not be liable for any expense incurred in the preparation of responses. All responses and submissions will become the property of RTC and will not be returned to the respondent.

### **5.2 ADDENDA TO RFP**

RTC reserves the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written Addendum, which shall be issued by RTC to all interested firms that have been issued copies of the RFP from RTC.

### **5.3 INQUIRIES ON RFP**

Questions on this RFP should be addressed in writing to the Procurement Coordinator via e-mail to [procurement@rtc.wa.gov](mailto:procurement@rtc.wa.gov). The RTC Procurement Coordinator shall be the single point of contact during the entire response period.

All questions must be submitted by 12:00 noon, Monday, April 1, 2024. Any questions and concerns after this time will be addressed at the discretion of RTC unless it is determined that by doing so, the procurement process may be compromised.



## 5.4 PROPOSAL SUBMISSION

**Proposals will be received by RTC until 1:00 p.m. (local time), Monday, April 8, 2024. Any response received after the prescribed deadline will not be considered.**

Proposals may be mailed or hand delivered and shall be addressed as follows:

Mail/Hand Delivery:  
Southwest Washington Regional Transportation Council  
ATTN: Mark Harrington  
1300 Franklin St., Suite 185  
P.O. Box 1366  
Vancouver, Washington 98666-1366

The Proposals shall be sealed in an envelope, box, or other suitable package. To ensure proper identification and handling, mark in the lower left-hand corner of the envelope: "Transportation Data Collection."

**One (1) copy and one (1) electronic file (PDF format on a USB drive) of the Proposal must be furnished to RTC at the time and place specified above.**

RTC will send a confirmation e-mail once the file has been received by RTC in an acceptable format. RTC makes no provision for receipt of documents. Proposal submittals should, therefore, be sent in ample time to arrive at RTC before the actual due date. RTC shall not be liable for documents that do not arrive by the deadline.

## 5.5 PROPOSAL CONTENT

Response documents shall include the following:

- Proposal Summary
- Project Description and Design
- Budget Summary
- Contractor Qualifications
- Certification Regarding Ineligible Contractors
- Affidavit Concerning Conflicts of Interest

Part I: The "Proposal Summary" form is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form nor substitute letterhead paper for it. If additional space is needed, a plain page may be attached behind this form. This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency.

Part II: The "Project Description and Design" should be developed in response to the specific criteria and questions listed. Please label the document Part II: Project Description and Design. The information presented will provide a basis for contract negotiation and may be contained within the contract document.

Part III: The "Budget Summary" section includes your agency's unit cost line item budget for these services. Unit cost estimates shall be included for all the transportation data collection elements you provide. Please label the document Part III: Budget Summary.

Part IV: The "Contractor Qualifications" section includes a description of the contractor's relevant experience, skills, and ability to meet the required services and timeline. This statement should include qualifications for collecting the data listed and may include experience in the collection of other transportation data. This statement should also describe the ability to meet project scope and timeline. Misrepresentation of the information submitted in response to this section may result in the immediate termination of further business relationships with the Proposer. Each Proposer must also submit three references, including contact information. Please label the document Part IV: Statement of Contractor Qualifications.

Part V: Include signed Certification Regarding Ineligible Contractors and Affidavit Concerning Conflicts of Interest as Appendices.

## **6 PROPOSAL EVALUATION AND SELECTION**

### **6.1 EVALUATION AND SELECTION PROCESS**

Proposals received in response to this RFP will be evaluated by an Evaluation Team for completeness, organizational capacity, risk, and minimum qualifications. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the RTC Board of Directors.

### **6.2 EVALUATION AND SELECTION CRITERIA**

Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system, using the following criteria:

<b><u>Criteria</u></b>	<b><u>Points</u></b>
Qualifications	25
Related Experience	25
Ability to Meet Project Scope and Timelines	25
Cost	15
References	<u>10</u>

Total Points: 100

### **6.3 CONTRACT AWARD**

RTC will award a contract to the highest scoring Proposer. Should RTC not reach a favorable agreement with the highest scoring Proposer, RTC shall suspend or terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached.

#### **6.4 DISPUTES**

RTC encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to RTC, P.O. Box 1366, Vancouver, Washington 98666-1366.

# RFP TITLE: Transportation Data Collection

## PART I: PROPOSAL SUMMARY

### 1. GENERAL INFORMATION:

- a. Legal Name of Applicant/Company \_\_\_\_\_
- b. Street Address \_\_\_\_\_
- c. City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- d. Phone \_\_\_\_\_
- e. E-mail address \_\_\_\_\_
- f. Contact Person \_\_\_\_\_ Title \_\_\_\_\_
- g. Washington State Tax Registration Number: \_\_\_\_\_
- h. Employer Identification Number: \_\_\_\_\_
- i. Program Location (if different than above) \_\_\_\_\_  
\_\_\_\_\_

Does the proposal comply with the requirements contained within the RFP?

Yes  No

Did outside individuals or agencies assist with preparation of this proposal?

Yes  No If yes, describe.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the RTC Board of Directors.

\_\_\_\_\_  
Signature, Administrator of Applicant Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**PART II: PROJECT DESCRIPTION AND DESIGN** (Describe data collection methodology and attach examples of data summary reports)



## **PART IV: CONTRACTOR QUALIFICATIONS**

### *A. Previous Experience*

Briefly describe your firm and the type of services offered in the past year, including relevant experience and skills for the transportation services described in this RFP. Emphasize the direct and related experience of your team's project personnel. Describe ability of your firm to meet the scope and timeline of the project.

*B. References*

Include a minimum of three client references. References shall include customer name, person to contact, telephone number, and e-mail. References should include a written description of the work performed.

Project 1: \_\_\_\_\_

Contact Person 1: \_\_\_\_\_ Phone 1: \_\_\_\_\_

E-mail 1: \_\_\_\_\_ Company 1: \_\_\_\_\_

Project Description 1:

Project 2: \_\_\_\_\_

Contact Person 2: \_\_\_\_\_ Phone 2: \_\_\_\_\_

E-mail 2: \_\_\_\_\_ Company 2: \_\_\_\_\_

Project Description 2:

Project 3: \_\_\_\_\_

Contact Person 3: \_\_\_\_\_ Phone 3: \_\_\_\_\_

E-mail 3: \_\_\_\_\_ Company 3: \_\_\_\_\_

Project Description 3:



## **APPENDICES**

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

The \_\_\_\_\_ (Name of Proposer) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this proposal.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 Et Seq. are applicable thereto.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION COUNCIL  
(RTC)

AFFIDAVIT CONCERNING CONFLICTS OF INTEREST  
AND NONCOMPETITIVE PRACTICES

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The undersigned, being first duly sworn, on oath states on behalf of the contractor:

A. Conflict of Interest

That the contractor by entering into this contract with RTC to perform or provide work, services, or materials to RTC has thereby covenanted, and by this affidavit does again covenant and assure, that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such interest. In the event that the contractor or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to RTC and take action immediately to eliminate the conflict or to withdraw from this contract, as RTC may require.

B. Contingent Fees and Gratuities

That the contractor, by entering into this contract with RTC to perform or provide services or materials for RTC has thereby covenanted, and by this affidavit does again covenant and assure:

1. That no person or selling agency bona fide employees or designated agents or representatives of the contractor has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the contractor or any of its agents, employees, or representatives, to any official member or employee of RTC or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

\_\_\_\_\_  
Company Name

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and Sworn to Before Me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

residing at \_\_\_\_\_