Request for Proposal #523A-16
Non-Intrusive Traffic Count Data Collection
And Maintenance Service

Proposal Issue Date: 4/27/2016
Question/Inquiry Deadline: 5/5/2016
Proposal Due Date: 5/12/2016 at 2:00 p.m. eastern time

Proposers must submit questions and inquiries regarding this proposal opportunity through the following website:
http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/PurchasePBQ.aspx
1.0 PROJECT SCOPE AND REQUIREMENTS

NOTE: YOU MUST PROVIDE AN IN-LINE RESPONSE WHERE NOTED BELOW THAT SHALL DETAIL HOW YOUR COMPANY WILL MEET OR EXCEED THE REQUIREMENTS. PLEASE USE RED TEXT IN YOUR RESPONSES TO EACH REQUIREMENT. SEE SECTION 2.4 FOR MORE REQUIREMENTS AS WELL AS INSTRUCTIONS ON HOW TO DOWNLOAD THE .DOCX WORD VERSION OF THIS RFP.

1.1 Purpose

The Ohio Department of Transportation (ODOT), by way of this request for proposal opportunity, seeks to establish a contract with a highly-qualified firm to collect and manage the operation, maintenance, installation, data collection, and data quality of non-intrusive continuous traffic count stations (NIT) used for the collection of volume, classification, and speed data statewide.

(PROPOSER IN-LINE RESPONSE REQUIRED)

1.2 Project Scope

ODOT is seeking to contract with a highly qualified firm, with a minimum of five (5) years of technical traffic data collection experience, to maintain and operate non-Intrusive traffic data collection sensors and equipment in accordance with the specifications and requirements in this contract as well as manufacturers recommendations, where applicable. This contract also includes a bid item list (Appendix G) from which the ODOT will purchase from when ODOT will be performing services with its own internal staff.

(PROPOSER IN-LINE RESPONSE REQUIRED)

The firm shall possess and demonstrate, through written proposal content, sufficient knowledge of the traffic data collection industry and non-intrusive data collection technology. The Proposer should be experienced in the installation, maintenance, and troubleshooting of the site infrastructure for RTMS, Wavetronix, TIRTL and other non-intrusive technologies for the purposes of collecting high quality traffic data. Proposer should also be experienced in the data collection, data processing, and data quality requirements of these systems for integration into ODOT’s traffic data management system.

(PROPOSER IN-LINE RESPONSE REQUIRED)

The firm shall provide three (3) government agencies to act as references to the firm’s technical expertise and experience in managing non-intrusive data collection services and equipment. Name, Phone Number, E-Mail Address, Agency Name, Date of Project and Project Description must be included with the listed references to be considered for selection under this project.

(PROPOSER IN-LINE RESPONSE REQUIRED)

The intent of this Request for Proposal is to select the most qualified and highest scoring Proposer to provide the services included herein for a period of two (2) years beginning on or around May 2, 2016.

(PROPOSER IN-LINE RESPONSE REQUIRED)
The scope of services included in this Contract are broken up into three (3) parts which are described below and are to be performed by the winning Proposer:

**Part 1: Non-intrusive Collection Site Evaluation**

The first part of this contract to be performed by the winning Proposer will be a statewide investigation and condition assessment of all currently installed locations and equipment. Any site that is found to be inoperable, the Proposer will provide a diagnosis of the failure and a list of items with quoted prices required to make the site fully functional.

At the time this proposal is being issued the ODOT has responsibility for 31 non-intrusive stations statewide that have the ability to collect traffic count data but may not currently not operating to that capacity. Proposers should expect the number of non-intrusive count stations to vary over the course of the contract.

At this time, there are two separate groups of sensors that were installed by different entities that the ODOT Office of Technical Services has assumed responsibility for. Approximately 26 stations were installed by HERE, Inc. (Formerly traffic.com) as part of a Federal program for travel time reporting which has since expired; in addition to those 26 stations, the Traffic Monitoring Section has installed four stations with Wavetronix HD sensors and one station with a TIRTL unit for non-intrusive data collection.

It will be at ODOT’s sole discretion to either use the existing sensor and equipment, have the Proposer replace the sensor, or remove the location from the station listing.

ODOT shall retain the option to add and remove stations from the station listing at any time during the contract period.

**(PROPOSER IN-LINE RESPONSE REQUIRED)**

**Part 1 Deliverable:** Proposer shall provide a detailed report that must be submitted to the ODOT contract manager with the GPS location, equipment manufacturer, equipment model, and operating condition of each sensor. Where the sensor does not function or has critical errors this shall be indicated in the report along with a diagnosis of the failure and a list of items required to make the site functional.

After the ODOT contract manager reviews the Phase 1 report, a decision will be made as to which stations will remain on the master station list for operation under the contract. The Proposer will then begin phase 2.

**(PROPOSER IN-LINE RESPONSE REQUIRED)**

**Part 2: Station Configuration and Data Validation**

Part two of the services to be performed through this agreement include any repairs, configuration, setup, alignment and data validation from each station. This includes establishing communications to the stations.

The Proposer must visit each location on the master station list and conduct any needed repairs, setup, alignment, calibration and any other items to bring the equipment to full operation within the manufacturer’s specifications and requirements.

At locations on the master list that have a failed sensor or operational error identified in part 1, the Proposer will either install a sensor provided by ODOT or provide and install a sensor based on the prices provided, as directed by the ODOT Contract Manager. In either scenario, the Proposer will configure the sensor to operation within manufacturer’s specifications and requirements.
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The Proposer will be responsible for establishing communication to the stations. A modem may exist in some stations; however, no cellular/IP service has been established. ODOT must have the ability to contact and communicate with the stations/sensors at any time through the modems provided by the Proposer, the preferred communication method is IP connection.

A data validation analysis/calibration will be performed at each site by the Proposer to show that the data is being collected from the sensor and meets manufacturer specifications.

(PROPOSER IN-LINE RESPONSE REQUIRED)

Part 2 Deliverables: The Proposer will provide to ODOT a calibration/configuration report, developed by the Proposer, for each station showing that it is functioning accurately and within manufacturer specifications.

Any adjustments made to the station must be explicitly noted in the report.

A contact IP address must be provided to ODOT for each station on the master station list.

(PROPOSER IN-LINE RESPONSE REQUIRED)

Part 3: Non-Intrusive Traffic Data Collection and Submission

Proposer shall be responsible for runtime of the existing and future permanent non-intrusive sensors/sites. Proposer shall manage and maintain existing site infrastructure at permanent non-intrusive sites across the state as well as install new locations as directed by the ODOT contract manager.

(PROPOSER IN-LINE RESPONSE REQUIRED)

Proposer shall collect, submit and manage traffic count data collected from non-intrusive sites across the state on a daily basis for processing through ODOT's Midwestern Software Solutions (MS2) data processing software. Proposer shall be responsible for all software required to connect, configure, collect and submit all non-intrusive data. Proposer is responsible for quality of all data received from non-intrusive sites and shall only be compensated for data that passes the quality controls established by ODOT.

(PROPOSER IN-LINE RESPONSE REQUIRED)

The Proposer must have the capability to create daily files in the formats required by the MS2 system and process the files in the two ways listed below as determined by ODOT:

1. The Proposer must upload traffic count data files directly into the MS2 system using a supplied log in name and password

   And/Or

2. The Proposer must submit the count data files, in the approved format, to ODOT for processing.

(PROPOSER IN-LINE RESPONSE REQUIRED)

Based on alarms in the MS2 system, ODOT staff will be alerted to data quality issues.

The station lane numbering configuration, file setup, and format may require the Proposer to spend time and resources to achieve the correct format with MS2 and ODOT.

The Proposer is solely responsible for the data quality on all data submitted and should be aware of the data quality prior to submitting to ODOT. All service calls to restore data collection/quality to the status of...
that in Phase 2 and will be compensated within the monthly data fee schedule. No separate mobilization cost or hourly rate compensation will be paid for site visits and work that is needed to troubleshoot the site during phase 3.

(PROPOSER IN-LINE RESPONSE REQUIRED)

The site configuration/data increments will be discussed after the contract is in place. ODOT retains the right to request that the Proposer make changes to the site configuration at any time. This includes but is not limited to vehicle classification length bins, time increments, etc. The changes will be made by the Proposer at ODOT’s request and will be compensated as part of the monthly data collection fee.

(PROPOSER IN-LINE RESPONSE REQUIRED)

An annual calibration of each station shall be conducted by the Proposer, the Proposer is responsible for providing ODOT with a copy of the calibration procedures which must be approved by ODOT as well as an annual calibration report/summary for each station. The annual calibration will be compensated within the monthly data fee schedule.

(PROPOSER IN-LINE RESPONSE REQUIRED)

**Phase 3 Deliverables:** Daily traffic data files from all stations indicated in phase 2 either uploaded to MS2 or provided to ODOT on a daily basis.

An annual calibration summary report showing that the sensor is operating within manufacturers specifications and that data quality is acceptable.

Proposer will not be compensated for any missing or unacceptable days of data.

(PROPOSER IN-LINE RESPONSE REQUIRED)

### 1.3 Project Location

The project described in this document will occur at roadside traffic data collection sites across the State of Ohio. See Appendix A for the preliminary station location list.

The contract will be managed from the ODOT Central Office:

Ohio Dept. of Transportation
1980 W. Broad St.
Columbus, OH 43223

Storage for Proposer equipment and supplies will not be provided by ODOT.

(PROPOSER IN-LINE RESPONSE REQUIRED)

### 1.4 New Site Locations

ODOT, in its sole discretion, retains the option to add new non-intrusive station locations throughout the duration of the contract. Work to be performed will only be authorized after a site visit is held with the appropriate ODOT field staff employee.

(PROPOSER IN-LINE RESPONSE REQUIRED)
Any new station installations will be coordinated between the Proposer and the ODOT contract manager. If the decision is made to install a new station location, it will be at ODOT’s discretion as to the brand and type of sensor to be installed as well as the location. ODOT has an existing supply of Wavetronix SSHD units that may be used for instrumentation of new stations at its discretion.

(PROPOSER IN-LINE RESPONSE REQUIRED)

Any new sensor purchases will be completed using the prices listed in the Proposer’s cost proposal.

The Proposer will coordinate a site visit with the appropriate field staff and will be compensated for this visit at the labor rate specified for one individual.

(PROPOSER IN-LINE RESPONSE REQUIRED)

Station infrastructure work will be the responsibility of the Proposer and based on the costs listed in the Cost Proposal. A mobilization fee will be paid for new installations that weren’t previously on the master site list.

(PROPOSER IN-LINE RESPONSE REQUIRED)

All items needed to operate the sensor packages in a new installation should be included in the proposal including regulator, cabling, mounting hardware, etc.

(PROPOSER IN-LINE RESPONSE REQUIRED)

A calibration will be conducted at all new class/speed stations not appearing on the original master station list and a verification that the site is performing acceptably will be submitted. The calibration will be paid at the rate on the pay item list, this price will include labor and travel time.

(PROPOSER IN-LINE RESPONSE REQUIRED)

At new RTMS and Wavetronix stations, the Proposer shall install the following roadside infrastructure items at a minimum: 50’ break away aluminum light pole, pole foundation, 4’x6’ concrete work pad, NEMA sz. 3 pole mounted cabinet, and 130 watt solar panel. A 30’ pole must be included as an option where locations allow for a shorter pole.

(PROPOSER IN-LINE RESPONSE REQUIRED)

In the event that a new TIRTL site is installed, the Proposer shall install the following infrastructure items at a minimum: (2) 15’ break away aluminum poles, (2) TIRTL cabinets with beam windows, (2) pole foundations, (2) work pads, and (2) 80 watt solar panels.

(PROPOSER IN-LINE RESPONSE REQUIRED)

All new installations must conform to the requirements laid out in the following sections of the ODOT 2016 Construction & Material Specifications (CMS) accessible at the following website: http://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/Specifications/2016CMS/2016_CMS_01152016_for_web_letter_size.pdf

- Restoration and Clean Up – CMS Section 104.04
- Grounding – CMS Section 625.16
Cable and Wire Identification – CMS Section 632.05

(PROPOSER IN-LINE RESPONSE REQUIRED)

As well as the following ODOT Traffic Standard Drawings: HL10.11- Light Pole Styles; HL-10.13 -Pole Base Details; HL-20.11- Foundation and Trench Details accessible at the following website:
http://www.dot.state.oh.us/Divisions/Engineering/Roadway/DesignStandards/traffic/SCD/Pages/CurrentHighwayLighting(HL)SCDs.aspx

(PROPOSER IN-LINE RESPONSE REQUIRED)

In addition, any maintenance of traffic needs must abide by the appropriate section of the Ohio Manual of Uniform Traffic Control Devices based on the type of lane closure needed. Specifically, 6H-1, 6H-3, 6H-33, 6H-38. As well as MOT standard drawings MT-95.31 and MT-95.32. All can be found at the following links:

(PROPOSER IN-LINE RESPONSE REQUIRED)

Any lane closures must adhere to the permitted lane closure schedule found here http://plcm.dot.state.oh.us/ as well as gain approval from the respective county manager (Appendix D). Temporary traffic control must conform to the ODOT Temporary Traffic Control Manual (Appendix E).

(PROPOSER IN-LINE RESPONSE REQUIRED)

At least 48 hours prior to work, Ohio Utility Protection Service, must be given appropriate notification. The standard slogan is: before you dig, call 811 (1800-362-2764). At least five (5) working days prior to commencing construction operations the Proposer shall notify, the registered protection service, the owners of each utility affected, the ODOT District Roadway Services Department, and the ODOT project manager. The Proposer is solely responsible and liable for any damage to utilities caused by the Proposer's operations (including work performed by subcontractors).

(PROPOSER IN-LINE RESPONSE REQUIRED)

The Proposer will be responsible for supplying and installing all remaining items to make the selected sensor function within manufacturer’s specifications including, but not limited to: back panels, regulators, sensors, batteries, cabling, etc.

(PROPOSER IN-LINE RESPONSE REQUIRED)

1.5 Site Maintenance

Any routine maintenance on the sites/sensors including, but not limited to, sensor alignment, sensor calibration, solar panel snow removal, dead battery replacement, connection issues, etc. are the responsibility of the Proposer as well as any equipment, such as lift trucks, which are also to be provided by the Proposer. There will be no separate mobilization cost or hourly rate compensation for site visits and work that is needed to troubleshoot the site during phase 3.
In the event that a sensor fails and needs replaced, the Proposer shall alert the ODOT contract manager to the need and the cause of the failure. It will be at ODOT’s sole discretion whether to replace the sensor or remove the site from the master site list.

If the decision is made to replace the unit, it will be ODOT’s decision as to the brand and type of sensor to be installed by the Proposer. ODOT has a supply of Wavetronix SSHD units that may be used by the Proposer for instrumentation of existing stations, at ODOT’s discretion. If the ODOT contract manager decides that a new sensor will be installed, the brand and type will be at the sole discretion of ODOT based on the prices in the awarded Proposer’s cost proposal.

Any on-site repair work must be communicated to the ODOT contract manager, ODOT field technician (Appendix C) as well as the appropriate ODOT County Manager (Appendix D).

All Maintenance of Traffic (MOT) required in the performance of work pursuant to this contract is the sole responsibility of the Proposer. The Proposer should reference the ODOT Temporary Traffic Control Manual (Appendix E) when planning any maintenance of traffic and coordinate dates and times of lane closures with the appropriate ODOT County Manager.

It will be the Proposer’s responsibility to maintain the Maintenance Log Sheet (Appendix F) at all stations that are part of (including additions made after contract execution) this contract. This form must be protected from the elements and available for viewing at all times within the cabinet at each station for inspection.

In the event that the site infrastructure is damaged by an errant vehicle or severe weather event to the point that the pole and/or foundation has been damaged or dislodged and needs replaced, the repair will be the responsibility of the Proposer of which they will be compensated based on the prices in the Proposer’s cost proposal. A mobilization fee will be paid for site installation work where the site was damaged due to errant vehicle or severe weather.

1.6 Data Quality and Validation

All data submitted and provided by the Proposer will be processed through ODOT’s MS2 data processing web system and be subject to validation under the following, but not limited to, alarms:

a) Partial Day Data
b) Consecutive identical hours of data
c) Zero Volume Hours
d) Previous year Month/Day Average
e) Previous MADT/AADT  
f) Class Percentages  
g) Peak Hour Percentages  
i) Directional Splits  
j) Hourly Volume  

(PROPOSER IN-LINE RESPONSE REQUIRED)  
Additional alarms may be added by ODOT as needed over the contract period in order to verify the data quality.  

(PROPOSER IN-LINE RESPONSE REQUIRED)  

1.7 Data Ownership and Location  
All data collected as part of this contract will be wholly owned by the State of Ohio, Ohio Department of Transportation (ODOT) and shall not be used by the Proposer for any other purpose. All data will be transferred to the ODOT for database storage and submittal into its Traffic Monitoring Management System and may be used for any purpose deemed necessary by the ODOT.  

(PROPOSER IN-LINE RESPONSE REQUIRED)  

1.8 Equipment Ownership  
All equipment and infrastructure in place at the beginning of Part 1 as well as any equipment/infrastructure installed as part of this Contract is and shall remain the property of the State of Ohio, Department of Transportation (ODOT).  

(PROPOSER IN-LINE RESPONSE REQUIRED)  

1.9 Payment Schedule  
Payment to the Proposer for parts 1 and 2 of this contract will occur after completion and submission of deliverables required by each phase respectively, based on the prices submitted in the Proposer’s cost proposal. Deficiencies in any deliverable (for Parts 1, 2, or 3) shall be noted by the ODOT Contract Manager, or designee, and sent to the Proposer in writing. Deficiencies shall be corrected by the Proposer within a timeframe prescribed by the Department prior to payment being released to the Proposer.  

(PROPOSER IN-LINE RESPONSE REQUIRED)  

Payment for data in phase 3 will be made monthly based on number of full days of acceptable and complete data that are provided to ODOT by each non-intrusive station according to the following schedule:  

a) Monthly payment for this item will not be made for stations that have 14 or less days of data.  
b) Fifty percent monthly payment for this pay item will be made for 15 to 24 days of acceptable and complete data per month.  
c) Full monthly payment for this pay item will be made for 25 to 31 days of acceptable and complete data per month.  
d) Payment will not be made for partial days of data less than 24 hours.
e) Monthly payment will **not** be made for new sites that are added to the master station list in phase 3 until the site is complete and data is available to ODOT to add to the MS2 system.

f) Monthly payment will **not** be made past the last date of submitted complete and acceptable data for sites that are abandoned over the life of the contract.

g) The monthly payment schedule will still apply in the event that a site’s infrastructure is damaged by an errant vehicle or severe weather event to the point that the pole has been damaged or dislodged and needs replaced. The repair will be the responsibility of the Proposer.

h) Payment will not be made for missing days of data caused by staffing delays or delays in obtaining parts and materials for installation, repair, etc.

(PROPOSER IN-LINE RESPONSE REQUIRED)

The only exception being where ODOT agrees to pay the Proposer when unacceptable data is received from the site is during ODOT planned construction activities that may impact traffic data quality.

(PROPOSER IN-LINE RESPONSE REQUIRED)

A detailed report shall accompany monthly invoices that lists each station and the number of days of acceptable data provided for each. Acceptable data refers to data passing all quality control checks in the MS2 data processing system.

(PROPOSER IN-LINE RESPONSE REQUIRED)

Monthly data costs include data transmittal fees via IP/cellular modems.

(PROPOSER IN-LINE RESPONSE REQUIRED)

Payment for all tasks other than monthly data submission such as replacement sensors, new sensor installation, equipment, etc. will be based on the awarded Cost Proposal and submitted on an invoice separate from the monthly data invoice.

(PROPOSER IN-LINE RESPONSE REQUIRED)

There will be no separate mobilization cost or hourly rate compensation for site visits and work that is needed to troubleshoot the sites during phase 3.

(PROPOSER IN-LINE RESPONSE REQUIRED)

A mobilization fee will be paid for installation of new sites that were not previously on the master site list and also when an existing site is reinstalled due to errant vehicle or a weather event. For installation of new or damaged stations there will be no hourly labor rate paid, full compensation will include mobilization fee and installed price for each item as listed on the pay item list.

(PROPOSER IN-LINE RESPONSE REQUIRED)

The required pre-construction site visit for any newly installed station will be paid per the proposed labor rate for one person only.

(PROPOSER IN-LINE RESPONSE REQUIRED)

Proposers shall provide both Purchase only and Installed bid pricing for all items outlined on the Department’s cost proposal document to be submitted (i.e. Appendix G).
For sensor package bid items where ODOT will be performing the installation in-house, the bid price shall include all ancillary items needed to operate the sensor to the full manufacturer specifications including by not limited to cabling, mounting hardware, battery(s), regulator, and back panel for full operation.

For sensor only bid items where ODOT will be performing the installation in-house, the bid price shall include the sensor and mounting hardware only.

(PROPOSER IN-LINE RESPONSE REQUIRED)

For instances where ODOT chooses to install one of its own Wavetronix sensors and provides the sensor to the Proposer, the installation will be paid for using the “installation fee for ODOT provided sensor package” pay item. Mobilization and labor rate will not be included as payment for this item.

(PROPOSER IN-LINE RESPONSE REQUIRED)

A calibration item is listed and will be used to calibrate newly installed stations and at the request of the ODOT contract manager to validate data at any time. This item cost will include use of the vehicle, labor rate, and travel time for one field technician.

(PROPOSER IN-LINE RESPONSE REQUIRED)

1.10 Missing Data Penalty

For sites on the master list that have missing data or data that does not pass the quality controls set up in the traffic monitoring management system for a period of 30 days, a penalty of 1% of the monthly data fee for that station will be imposed beginning at day 31 for each day until the site is brought back online and/or begins generating acceptable data.

(PROPOSER IN-LINE RESPONSE REQUIRED)

1.11 Warranty

All equipment (including sensors) purchases made from the Proposer under this Contract shall bear a minimum 12 month warranty, or the standard manufacturer’s warranty, whichever is greater in length.

(PROPOSER IN-LINE RESPONSE REQUIRED)

1.12 Safety

The Proposer will abide by all current ODOT safety policies including but not limited to Equipment Lighting, Marking and Conspicuity Policy (19-002) and Employee Health and Safety Policy (17-008) in the performance of all work pursuant to this contract.

Equipment Lighting, Marking and Conspicuity Policy (19-002(P))
http://www.dot.state.oh.us/policy/PoliciesandSOPs/Policies/19-002(P).pdf

Employee Health and Safety Policy (17-008(P))
http://www.dot.state.oh.us/policy/PoliciesandSOPs/Policies/17-008(P).pdf

Please Note that ODOT requires, at minimum, that a hard and safety vest be worn at all times while working in the right-of-way (Hard Hat – ANSI Z89.1 Hi-Viz Lime Green and Safety Vest – ANSI Class II (day) or ANSI Class III (night).

(PROPOSER IN-LINE RESPONSE REQUIRED)
1.13 ODOT Installation and Maintenance Services

While it is the main intent of this contract for the winning Proposer to perform the services outlined throughout this RFP, the Department reserves the right to perform any work item included in this contract utilizing its own internal staff when it is determined to be in the best interest of the Department to do so. Therefore, the Department has included a section within the cost proposal (Appendix G) where Proposers are required to provide “Purchase only” bid pricing meaning ODOT will purchase the listed equipment through the winning Proposer at times when ODOT intends to perform work with internal staff and not through the winning Proposer.

(Proposer In-Line Response Required)

2. PROPOSAL RESPONSE REQUIREMENTS

The purpose of these Proposal Response Requirements is to describe how proposals shall be constructed, delivered, evaluated, scored, and awarded. This section also serves to provide information on how to submit pre-proposal questions/inquiries and how changes to this RFP will be made.

2.1: Proposal Inquiries

Any discrepancies, omissions, ambiguities, or conflicts in or among these proposal documents or doubts as to the meaning shall be brought to the Department’s attention by the Proposer not later than five (5) business days prior to the submission deadline. All questions, discrepancies, clarifications, etc. must be submitted electronically (hyperlink below). Bidders are prohibited from contacting any ODOT office, including District offices, other than the Office of Contract Sales, Purchasing Services section to obtain responses to any questions. The Department may find a bidder non-responsive for failing to adhere to any of the above requirements.

Pre-bid questions/inquiries must be submitted electronically through the following website:

http://www.dot.Department.oh.us/Divisions/ContractAdmin/Contracts/Pages/PurchasePBQ.aspx

Answers to Pre-Bid Questions/Inquiries will be posted on the following document available for download at the following website:


It is each Proposer’s responsibility to check the website for updates to pre-bid questions and answers before submitting its bid to the Department.

Questions and inquiries must be submitted by no later than 2:00 p.m. on Tuesday, May 5, 2016. There is no deadline for administrative questions.

2.2: Changes and Amendments

The Department will only make changes to this Request for Proposal by way of written addendum. All issued addenda will be posted at the following website:

http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Lists/PurchaseUpcomingITBs/RFP.aspx

Proposers must acknowledge all issued addenda in their submitted Proposal response.
2.3: Proposal Organization Requirements

Both original and copies of complete Proposal responses should be compiled and bound in an organized manner with the use of labeled tabs. The following tabs should be utilized by the Proposer (at a minimum) for required hard copies to be submitted:

1. Cover Letter
2. Project Scope and Requirements (In-Line Responses)
3. Project Plan
4. Organizational Structure/Experience
5. Cost Proposal (do not include in copies- only original proposal)
6. Overall Value/Exceptions to Terms and Conditions
7. Proposer Certification Form
8. Supplemental Terms and Conditions
9. Signature Page

2.4: In-Line Responses to Contract Requirements

These instructions describe the required format for responding to each of the Department’s project requirements located in Section 1. Project Scope and Requirements. Proposers should use the Microsoft Word version (link to word document below) of this RFP so as the Proposer can provide required in-line responses to each of the requirements of this RFP.


The Department has noted in red in throughout Section 1 where it expects a detailed in-line response to be provided by the Proposer demonstrating how they plan to meet or exceed the requirements outlined for each area. The Department’s requirement for a Proposer in-line response has been indicated by the following after each contract requirement:

(PROPOSER IN-LINE RESPONSE REQUIRED)

Proposer must use a consistent contrasting font color (red is highly suggested so as to contrast with the black text of this document) to provide their response to each contract requirement so that the proposer’s response is evidently distinguishable to the baseline content of the RFP. Each Proposal must include a response to every inserted request for an in-line response to be provided whether the request requires a simple "Yes" or "No" or requires a detailed explanation. Simply repeating the RFP’s requirements and agreeing to comply may be considered an unacceptable response by the Department to some sections.

To aid proposers in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use typefaces, styles or shaded backgrounds, so long as the use of these formats are consistent throughout the proposers response and readily evident from the Department’s written requirements in this RFP.

Alterations, modifications, or exceptions to the provided baseline RFP language is strictly prohibited. The Department will electronically compare proposer responses to the baseline RFP and any exceptions/alterations to the Department’s RFP requirements may result in a rejection of the Proposer’s response. To ensure that each Proposal addresses the required sections of the RFP, proposers must address each RFP requirement by section and sub-section heading and provide the proposer’s proposed solution or response to the requirement by section and subsection in-line using the provided Microsoft Word version of this RFP.

2.5: Proposal Copies (paper and electronic)

Proposers should include the following copies of their complete proposal response in their submitted proposal package:
2.6: Proposal Delivery

Complete Proposal packages in response to this Request for Proposal must be received at the following location on or before **2:00 pm eastern time on, Thursday, May 12, 2016:**

Ohio Department of Transportation
Office of Contract Sales, Purchasing Services
1980 W. Broad Street, 1st floor, Mail Stop 4110
Columbus, OH 43223
Office Hours 7:00 a.m. to 4:00 p.m., M-F (excluding State holidays)

No proposals will be accepted after the time specified. No facsimile transmissions will be accepted. ODOT reserves the right to reject any and all proposals as well as cancel and re-issue this RFP at any time.

Timely receipt of proposals will be determined by the date and time the proposal is received at the address specified. Receipt of proposals in the ODOT Mail Room or any other ODOT office shall not be considered timely. Hand delivery is strongly encouraged to ensure timely receipt. Proposals received after the deadline will be stamped for time and date and will be kept in the Department’s contract file for this RFP.

All materials submitted in accordance with this solicitation become the property of the State of Ohio and shall not be returned. All materials submitted in accordance with this solicitation shall remain confidential until the Proposer is selected at which time all submitted information becomes a part of the public record.

Proposals must be packaged in such a manner that the outer wrapping clearly indicates all of the following information:

*Request for Proposal #523A-16*
*Non-Intrusive Traffic Count Data Collection And Maintenance Service Submission Deadline: (insert date)*
*(Proposer Name)*
The Department shall not be held responsible or liable for a Proposer's failure to follow all proposal submission and delivery requirements outlined above.

2.7 Proposal Evaluation and Contract Award

Proposal Evaluation begins when proposals submitted by the deadline are opened by Office of Contract Sales, Purchasing Services section and the section has verified compliance with formatting and completeness (including in-line responses). During the evaluation process, the Office of Contract Sales may, in its sole discretion, request clarifications from any Proposer and may give any Proposer the opportunity to correct defects, ambiguities, or clerical errors in its Proposal content. All communications regarding changes and/or clarifications of requirements between the Office of Contract Sales and the Proposer shall be incorporated into the final contract.

ODOT may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to any of the terms or conditions of this RFP, or that the ODOT determines is excessive (or unbalanced) in price or otherwise not in the ODOT's best interest to accept.

After the initial evaluation process, the Office of Contract Sales will then provide the Review Panel with all responsive Proposals to be evaluated and scored.

2.8 Evaluation Criteria

The Department utilizes consensus, team scoring in evaluating and ranking responsive Proposals. Proposers must provide the requested information below in their submitted proposals. The following evaluation and scoring criteria will be used by the Review Panel to evaluate and score responsive Proposals:

1. Project Plan – 35% (350 total possible points)
   a. Proposer’s implementation plan for each phase that details how the Proposer will provide the deliverables.
   b. Quality, completeness and comprehensiveness of the proposed implementation plan.
   c. Proposer’s detailed project timeline for each phase.
   d. Proposer's submittal of common issues that may be encountered and estimated timeframe to troubleshoot each issue.
   e. Procurement lead time estimates for each cost proposal item.
   f. Proposer’s draft of Data Validation/Calibration report that will be used for each site during phase 2 and any new installations or requested calibrations.
   g. Proposer’s statement of understanding of ODOT’s requirement for wearing PPE at all times while in the right of way, including but not limited to Hardhat, High Visibility Safety vest, Hard Soled Shoes, and highly visible strobe lighting on vehicles.

2. Organizational Structure/Experience – 35% (350 total possible points)
   a. Proposer’s experience and qualifications of personnel (including any subcontractors) who will work directly on the project team, including relevant qualifications and experience related to traffic data collection. (List those individuals that will work directly on this project and provide resumes).
   b. Staffing configurations and other documentation to support team credentials and performance.
   c. Evidence showing that the Proposer has the expertise to complete the project successfully and has minimum required experience (e.g. pre-qualifications, certifications, project experience, etc.).
   d. Percentage of runtime maintained for other contracts with similar requirements.
e. List of any sub-consultants that will be used as part of this contract as well as the relevant qualifications and expertise of the sub-consultant personnel that will work directly on this project.

3. Cost Proposal – 20% (200 total possible points) (APPENDIX G)
   a. The Lowest Cost Proposal will receive all 200 points available.
   b. The lowest cost proposal will be determined based on the sum of the following bid items: 1b, 2b, 3b, 4b, 5a, 5b, 6a, 6b, 10a, 10b, 11a, 11b, 13a, 13b, 14a, 14b, 17a, 17b, 29b, 30b, 31b, 32b, and 34b.
   c. Cost Proposal Score Calculation:

   \[
   \text{(Lowest Cost Proposal / Cost Proposal being Evaluated)} \times 200 \text{ points} = \text{Cost Proposal Points Awarded}
   \]

   **EXAMPLE COST PROPOSAL SCORING:**

   Example: Proposer A = $250,000 and Proposer B = $300,000 Proposer C = $400,000

   Proposer A receives all 200 available points as the lowest overall cost proposal.

   Proposer B receives: \(\frac{$250,000}{$300,000}\) x 200 points = 167 cost proposal points awarded

   Proposer C receives: \(\frac{$250,000}{$400,000}\) x 200 points = 125 cost proposal points awarded

4. Overall Value to ODOT – 10% (100 total possible points)
   a. How does the overall value of the project plan and team meet ODOT needs?
   b. Reasonableness, feasibility and benefits of any exceptions or deviations submitted by the proposer to the stated business terms of the Request for Proposal and/or the future Contract.
   c. Does the implementation plan clearly identify additional features, functions, or services that add value above and beyond the scope provided?
   d. Proposal provides additional value to the Department beyond the minimum requirements (e.g. experience, qualifications, cost savings, innovation, etc.)

Excluding Cost Proposal, the evaluation and scoring sections referenced above will receive a 0 through 5 score from the Review Panel. The key below indicates how points will be awarded based on the Review Panel’s evaluation and how the Department will assign points based on the scores and weights below:

<table>
<thead>
<tr>
<th>Score</th>
<th>Weight**</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0%</td>
<td>Does Not Meet- Proposer either did not respond at all to requirement(s) and/or barely provided enough information to evaluate compliance with requirement(s).</td>
</tr>
<tr>
<td>1</td>
<td>20%</td>
<td>Minimally Meets- Proposer provided some information but did not address most items adequately</td>
</tr>
<tr>
<td>2</td>
<td>40%</td>
<td>Less than Meets- Proposer provided almost all of the details required and attempted to respond to each item</td>
</tr>
</tbody>
</table>
**The percent weight indicates the percent of maximum available points a Proposer will receive based on the score assigned for a particular scoring and evaluation criteria.

**Weighting Example:** Project Plan has a 350 point award maximum. A Proposer receiving a consensus score of ‘3’ (Meets) for Project Plan would receive 60% (210 points) of the 350 point maximum based on the chart provided above. A Proposer receiving a ‘5’ (Greatly Exceeds) would receive 100% of the available points (350 available points in this case).

ODOT may require some Proposers to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all Proposers that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after the technical evaluation, ODOT normally will limit them to one or more of the highest ranking Proposers. ODOT normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest ranking Proposer(s).

2.9: **Contract Award**

The award of this Request for Proposal will be made to the highest scoring Proposer.

2.10: **Contract Formation**

The Contract (#523A-16) shall be formed between the Department and the winning Proposer when the Department executes the Proposer’s signed Signature Page and provides the winning Proposer(s) with a State of Ohio Purchase Order.

2.11: **Contract Duration**

The effective duration of any resulting Contract will be from the **Date of Contract Formation (approx. May 23, 2016)** through **April 30, 2018**. The contract may be renewed, at the option of the Department, for up to one (1) calendar year period beyond the original contract expiration date of April 30, 2018.

(the remainder of this page has been left intentionally blank)
### 3.0 APPENDICES

#### APPENDIX A: PRELIMINARY STATION LISTING

<table>
<thead>
<tr>
<th>Site</th>
<th>Direction</th>
<th>District</th>
<th>County</th>
<th>Route</th>
<th>Log Point</th>
<th>Lane(s)</th>
<th>Location</th>
<th>City</th>
<th>Long</th>
<th>Lat</th>
</tr>
</thead>
<tbody>
<tr>
<td>121</td>
<td>EW</td>
<td>6</td>
<td>FRA</td>
<td>70</td>
<td>16.2</td>
<td>3</td>
<td>AT KELTON AVE</td>
<td>COLUMBUS</td>
<td>82.9581500</td>
<td>39.9532788</td>
</tr>
<tr>
<td>625</td>
<td>EW</td>
<td>6</td>
<td>UNI</td>
<td>33</td>
<td>17.9</td>
<td>9</td>
<td>2.37 MILES EAST OF US 42 INTERCHANGE OR 1.81 MILES WEST OF REST AREA.</td>
<td>MARYSVILLE</td>
<td>-83.259233</td>
<td>40.187274</td>
</tr>
<tr>
<td>719</td>
<td>NS</td>
<td>1</td>
<td>HAN</td>
<td>75</td>
<td>21.6</td>
<td>1</td>
<td>1.50 MILES S OF SR 613</td>
<td>FINDLAY</td>
<td>83.6599627</td>
<td>41.1165776</td>
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<tr>
<td>744</td>
<td>EW</td>
<td>6</td>
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<td>670</td>
<td>8.1</td>
<td>6</td>
<td>0.25 MILES W OF JOHNSTOWN RD, EXIT</td>
<td>COLUMBUS</td>
<td>82.9347733</td>
<td>39.9938159</td>
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<tr>
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<td>HAM</td>
<td>8</td>
<td></td>
<td>75</td>
<td></td>
<td></td>
<td>0.13 MILE NORTH OF ALLEN RD</td>
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<td>39.3165</td>
<td></td>
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<tr>
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<td></td>
<td>75</td>
<td></td>
<td></td>
<td>0.13 MILE NORTH OF ALLEN RD</td>
<td>-84.4302</td>
<td>39.3165</td>
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</tr>
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<td>8</td>
<td></td>
<td>126</td>
<td></td>
<td></td>
<td>0.11 MILE West of Clovernook Ave (9.6)</td>
<td>-84.5392</td>
<td>39.224</td>
<td></td>
</tr>
<tr>
<td>N82</td>
<td>HAM</td>
<td>8</td>
<td></td>
<td>126</td>
<td></td>
<td></td>
<td>0.35 MILE East of E Galbraith Rd (15.9)</td>
<td>-84.433888</td>
<td>39.2154</td>
<td></td>
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<tr>
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<td>275</td>
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<td></td>
<td>1.02 MILE SOUTH OF SR-128(6.7)</td>
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<td></td>
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<td>HAM</td>
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<td></td>
<td>0.46 MILE South of US-27(33.4)</td>
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<td>39.25254</td>
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<td></td>
<td>275</td>
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<td></td>
<td>0.52 MILE South of US-127(36.2)</td>
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<td>39.2802</td>
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<td>39.146</td>
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<td>275</td>
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<td>71</td>
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</tr>
<tr>
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<td>71</td>
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<td>270</td>
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<td>Station</td>
<td>Lanes</td>
<td>Direction</td>
<td>Mileage</td>
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<td>0.25</td>
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<td>0.20</td>
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<td>39.9462</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**APPENDIX B: LANE NUMBERING CONVENTION/DATA FORMAT**

The prevailing direction at any station will be the Northbound or Eastbound direction depending on the station. The lanes will be numbered 1 starting at the outside lanes and proceed across the direction as shown below.

![Diagram of lane numbering convention](image-url)
APPENDIX C: ODOT STAFF CONTACT INFORMATION

None of the ODOT personnel explicitly noted below are to be contacted by an Proposer for the purposes of this proposal opportunity. Proposers who make direct contact with any of these ODOT personnel regarding this proposal opportunity shall be deemed non-responsive and ineligible for award. All questions, comments, and inquiries shall be directed by the Proposer to the Office of Contract Sales, Purchasing Section:

<table>
<thead>
<tr>
<th>NAME</th>
<th>AREA</th>
<th>PHONE</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dave Gardner</td>
<td>Section Manager</td>
<td>614-752-5740</td>
<td><a href="mailto:dave.gardner@dot.ohio.gov">dave.gardner@dot.ohio.gov</a></td>
</tr>
<tr>
<td>Lindsey Pflum</td>
<td>Contract Manager</td>
<td>614-752-4057</td>
<td><a href="mailto:lindsey.pflum@dot.ohio.gov">lindsey.pflum@dot.ohio.gov</a></td>
</tr>
<tr>
<td>Daren Dalton</td>
<td>5, 6, 9, 10</td>
<td>614-204-0291</td>
<td><a href="mailto:daren.dalton@dot.ohio.gov">daren.dalton@dot.ohio.gov</a></td>
</tr>
<tr>
<td>Dan Diddle</td>
<td>4, 11</td>
<td>614-560-9541</td>
<td><a href="mailto:dan.diddle@dot.ohio.gov">dan.diddle@dot.ohio.gov</a></td>
</tr>
<tr>
<td>Bryan Stanifer</td>
<td>1, 7, 8</td>
<td>614-204-0971</td>
<td><a href="mailto:bryan.stanifer@dot.ohio.gov">bryan.stanifer@dot.ohio.gov</a></td>
</tr>
<tr>
<td>Ed Newmeyer</td>
<td>2, 3, 12</td>
<td>614-204-0914</td>
<td><a href="mailto:ed.newmeyer@dot.ohio.gov">ed.newmeyer@dot.ohio.gov</a></td>
</tr>
</tbody>
</table>
APPENDIX D: ODOT COUNTY MANAGER CONTACT INFORMATION

The county manager contact information can be found at the following web address:

http://www.dot.state.oh.us/Divisions/Facilities/Facilities/driversguide/Pages/CountyMap.aspx

Proposers shall not contact any of the ODOT county manager’s noted above regarding this proposal opportunity. Failure to comply with this requirement will result in the Proposer being deemed non-responsive and ineligible for award of this RFP.

APPENDIX E: ODOT Temporary Traffic Control Manual

The Temporary Traffic Control Manual can be accessed at the following web address:


APPENDIX F: NON-INTRUSIVE TRAFFIC DATA COLLECTION STATION LOG SHEET

<table>
<thead>
<tr>
<th>STATION ID</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE/TIME</td>
<td>REASON FOR VISIT &amp; WORK PERFORMED</td>
</tr>
<tr>
<td>-----------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
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</table>
APPENDIX G: COST PROPOSAL

<table>
<thead>
<tr>
<th>No.</th>
<th>COST PROPOSAL ITEM</th>
<th>ODOT Purchase Bid Price*</th>
<th>Installed Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Phase 1: Initial Site Investigation (Insert Total Fixed Cost for Phase 1)</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>2</td>
<td>Phase 2: Station Configuration and Data Validation (Insert Total Fixed Cost for Phase 2)</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>3</td>
<td>Volume Data Collection by Station (Insert Monthly Cost)</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>4</td>
<td>Classification/Speed Data Collection by Station (Insert Monthly Cost)</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>5</td>
<td>Wavetronix SSHD Package (including all ancillary items, click! 200 and 60' pigtail)</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>6</td>
<td>Wavetronix SSHD Sensor with bracket only</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>7</td>
<td>Wavetronix Click! 200 Power Comm/Surge Module</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>8</td>
<td>Wavetronix SSHD Pigtail, 60'</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>9</td>
<td>Wavetronix SSHD Pigtail, 40'</td>
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<td>b. $</td>
</tr>
<tr>
<td>10</td>
<td>Image Sensing Systems RTMS G4 Package (including all ancillary items)</td>
<td>a. $</td>
<td>b. $</td>
</tr>
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<td>11</td>
<td>Image Sensing Systems RTMS G4 Sensor with bracket only</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>12</td>
<td>RTMS G4 Sensor Cable</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>13</td>
<td>CEOS TIRTL Unit Package including cabinets (Pair of sensors and all ancillary items)</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>14</td>
<td>CEOS TIRTL Unit (Single Sensor)</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>15</td>
<td>CEOS TIRTL Unit Cabinet (Single Cabinet)</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>16</td>
<td>75 Amp 12 V Battery</td>
<td>a. $</td>
<td>b. $</td>
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<tr>
<td>17</td>
<td>Verizon IP (Ethernet), 4G LTE, Modem (Sierra Wireless Raven XT or pre-approved equivalent)</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>18</td>
<td>NEMA Size 3 Pole Mounted Cabinet with tension band straps</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>19</td>
<td>130 Watt Solar Panel with bracket and 60' cable</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>20</td>
<td>50' Break away Aluminum Light Pole (ATON50)</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>21</td>
<td>Foundation for 50' Light Pole</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>22</td>
<td>4x6' Concrete Work Pad</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>23</td>
<td>15' Break away Aluminum Light Pole</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>24</td>
<td>Foundation for 15' Light Pole</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>25</td>
<td>30' Break away Aluminum Light Pole</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>26</td>
<td>Foundation for 30' Light Pole</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>27</td>
<td>80 Watt Solar Panel with bracket and 60' cable</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>28</td>
<td>Grounding</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>29</td>
<td>Mobilization cost for new site installation/reinstallation of damaged site</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>30</td>
<td>Labor rate (inclusive of travel expenses) for Project Manager</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>31</td>
<td>Labor rate (inclusive of travel expenses) for Field Technician</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>32</td>
<td>Labor rate (inclusive of travel expenses) for Data Engineer</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>33</td>
<td>Calibration of Classification/speed site outside of annual required calibration</td>
<td></td>
<td>b. $</td>
</tr>
<tr>
<td>34</td>
<td>Installation fee for ODOT-provided sensor package</td>
<td></td>
<td>b. $</td>
</tr>
</tbody>
</table>

*To be utilized when ODOT staff will be performing work

Note: Proposer’s must submit balanced bid pricing for all bid items (columns a. and b.) included above.

The lowest cost proposal will be determined based on the sum of the following bid items included in the Cost Proposal list above: 1b, 2b, 3b, 4b, 5a, 5b, 6a, 6b, 10a, 10b, 11a, 11b, 13a, 13b, 14a, 14b, 17a, 17b, 29b, 30b, 31b, 32b, and 34b (highlighted in yellow above). Appendix G continues on next page.

Please Note: The Department will not accept unbalanced bids for any bid items contained within submitted cost proposals. All Cost Proposal bid items must reflect accurate, market costs for items of work to be performed as
well as items to be purchased. Proposals containing, in the opinion of the Department, unbalanced bid items will not be scored and shall be ineligible for award of this contract.

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4.0. TERMS AND CONDITIONS FOR BIDDING

A. All expenses incurred by Responding Proposer in responding to this RFP shall be borne by the Responding Proposer. In no event shall ODOT be responsible for any such expenses.

B. All changes or amendments to the specifications and requirements of this RFP will be made via written addendum only.

C. In order to protect the integrity of the RFP process, proposals shall not be prepared, completed or altered on ODOT premises. Any proposal which is prepared, completed or altered on ODOT premises may be disqualified.

D. ODOT will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the ODOT will seek to keep the contents of all Proposals confidential until a Contract is awarded. ODOT will prepare a registry of Proposals that contains the name of each Proposer. The public may inspect that registry after ODOT opens the Proposals.

E. ODOT is exempt from federal excise taxes and all state and local taxes. Responding Proposer shall not charge or withhold any taxes on commodities, goods, or services provided to ODOT.

F. ODOT may cancel this RFP, reject all the Proposals, and seek to do the project through a new RFP or other available means.

G. Any of the following reasons may be considered sufficient for rejection of a proposal:

   1. Responding Proposer or any subsidiary or related company submits more than one proposal for the same RFP under the same or different name.
   2. Responding Proposer colludes in any manner in responding to this RFP.
   3. Responding Proposer has submitted an unbalanced cost proposal.

   ODOT will not award a contract for goods or services to a Responding Proposer who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System.

H. ODOT will not enter into a contract with any Responding Proposer who has provided material assistance to any organization on the United States, Department of State’s terrorist exclusion list.

I. ODOT will not enter into a contract with any Responding Proposer who is subject to a finding for recovery under Ohio Revised Code Section 9.24. The successful Responding Proposer will be required to affirm that it is not subject to a finding for recovery prior to executing a contract pursuant to this RFP.

J. Responding Proposer may be disqualified from consideration if, as applicable to it, any party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to his campaign committees.

K. Responding Proposer shall comply with all applicable state and federal laws regarding drug-free workplace. The Responding Proposer shall make a good faith effort to ensure that its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
L. Responding Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, sexual orientation, gender identity, genetic information or age. Responding Proposer will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, sexual orientation, gender identity, genetic information or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

M. Responding Proposer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Responding Proposer will, in all solicitations or advertisements for employees placed by or on behalf of Responding Proposer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, sexual orientation, gender identity, genetic information or age. Responding Proposer shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

N. Responding Proposer agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Responding Proposer shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Responding Proposer’s compliance with Title VI.

O. Responding Proposer shall comply with the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

P. Responding Proposer shall maintain all records and files generated as a result of this RFP. All records are to be considered the property of ODOT and shall be made available to ODOT staff on or off of Responding Proposer’s premises for review and audit. Upon completion of the contract, the Responding Proposer shall deliver all records and files to ODOT in a format to be determined by ODOT (allowing for electronic vs. paper) or otherwise shall dispose of them as directed by ODOT.

Q. Responding Proposer shall permit ODOT or its designee access to all original books, records, invoices, and accounting procedures and practices of the Responding Proposer relevant to this RFP. The Responding Proposer’s financial records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP). The Responding Proposer shall retain all records for three years after the termination of a contract with ODOT.

R. Responding Proposer shall, when requested, provide the name and version of all financial software, program software, and inventory software to be used by the Responding Proposer for this RFP. The Responding Proposer must also demonstrate sound IT security and data retention policies, and comprehensive data recovery and back up plans to prevent unauthorized access or destruction of data.

S. No person, broker or selling agency shall be employed, retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of ODOT. For breach or violation of this provision, ODOT shall have the right to reject the proposal or annul any resulting contract.
T. Responding Proposer shall clearly mark any information submitted through this RFP process in which the Responding Proposer considers either proprietary or a trade secret. A trade secret is defined in Section 1333.61(D) of the Ohio Revised Code. ODOT shall not be held responsible or liable in any way for a Responding Proposer’s failure to follow all instructions regarding trade secrets and proprietary information contained herein. Responding Proposers cannot mark their entire proposal as a trade secret.

U. Submitted Proposal responses (including cost proposal) shall be valid for a minimum of ninety (90) calendar days from the date that proposals are opened by the Office of Contract Sales. Once the contract is awarded, the Proposer shall deliver the services outlined in the RFP. If the Department does not make an award within the ninety (90) calendar day period it will be at the option of the Proposer to rescind their proposal response from award consideration if they so choose. The Department may assess all actual and direct damages against a Proposer who rescinds their Proposal response from award consideration within ninety (90) calendar days from the date proposals are opened by the Office of Contract Sales. In submitting a response to this Request for Proposal, the Proposer agrees that they will enter into a Contract with the Department if selected for award of this RFP.
5.0 PROPOSER CERTIFICATION FORM

The Proposer is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the Proposer will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.

1. The Proposer certifies that it will comply with Executive Order 2011-12K; all services must be performed within the United States. Furthermore, the Proposer will not allow others to perform work for the State of Ohio outside the United States.

2. The Proposer certifies that it will provide a letter stating the location and handling of State data for approval by the ODOT Information Technology Department. Furthermore, the Proposer understands: State data must be maintained in a secure manner; the data must not be used for any purposes other than those required to fulfill the contract; and upon completion of the project the data must be destroyed.

3. The Proposer certifies that its responses to the following statements are true and accurate. The Proposer’s answers apply to the last seven years. Please indicate yes or no in each column.

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Proposer has had a contract terminated for default or cause.</td>
</tr>
<tr>
<td></td>
<td>The Proposer has been assessed any penalties in excess of $10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).</td>
</tr>
<tr>
<td></td>
<td>The Proposer was the subject of any governmental action limiting the right of the Proposer to do business with that entity or any other governmental entity.</td>
</tr>
<tr>
<td></td>
<td>Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).</td>
</tr>
<tr>
<td></td>
<td>The Proposer, any officer of the Proposer, or any owner of a 20% interest or greater in the Proposer is currently under litigation or has had a judgment against on any legal claim related to the product or services being offered.</td>
</tr>
<tr>
<td></td>
<td>The Proposer, any officer of the Proposer, or any owner of a 20% interest or greater in the Proposer has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.</td>
</tr>
<tr>
<td></td>
<td>The Proposer, any officer of the Proposer, or any owner with a 20% interest or greater in the Proposer has been convicted of a felony or is currently under indictment on any felony charge.</td>
</tr>
<tr>
<td></td>
<td>The Proposer is an affected party in any current or impending litigation.</td>
</tr>
</tbody>
</table>

If the answer to any item above is affirmative, the Proposer must provide complete details about the matter. While an affirmative answer to any of these items may not automatically disqualify a Proposer from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the Proposer’s performance under the Contract, and the best interest of the State.

4. The Proposer certifies that neither it nor any of its people that may work on or benefit from the Contract through the Proposer has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

<table>
<thead>
<tr>
<th>Potential Conflicts (by person or entity affected)</th>
</tr>
</thead>
</table>
The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the Proposer did not disclose in its Proposal.

5. The Proposer certifies that all its and its subcontractors’ personnel provided for the Project will have a valid I-9 form on file with the Proposer or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.

Please provide the following information for a contact person who has authority to answer questions regarding the Proposer's Proposal:

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td>Office Phone Number:</td>
</tr>
<tr>
<td>Cell Phone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
</tbody>
</table>

Date:

Signature:

Print Name and Title of Person Signing Above:

Company Name:
SUPPLEMENTAL TERMS AND CONDITIONS

The following supplemental terms and conditions shall be fully incorporated into the Contract resulting from the Ohio Department of Transportation’s (ODOT) award of Request for Proposal (RFP) #523A-16 to a PROPOSER:

**Entire Contract:** The entire Contract (ODOT Contract #523A-16) between the PARTIES shall consist of all specifications, requirements, terms and conditions included in the Department’s RFP #523A-16, the PROPOSER’s submitted proposal in response to RFP #523A-16, all written amendments or clarifications to the PROPOSER’s original proposal response, the Signature Page executed by both PARTIES, and these Supplemental Terms and Conditions. This Contract supersedes all prior agreements (both written and oral) between the PARTIES with respect to the work to be performed. In the event there is a conflict between the documents constituting this entire Contract, these Supplemental Terms and Conditions shall prevail.

**Headings:** The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.

**Non- Appropriation and OBM Certification:** Performance by ODOT under this Contract may be dependent upon the appropriation of funds by the Ohio General Assembly and the Ohio Office of Budget and Management (OBM). Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT’s funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly and OBM. If the Ohio General Assembly or OBM fails at any time to continue funding for the payments due hereunder, this Contract is hereby terminated as of the date that the funding expires without further obligation of ODOT.

**Taxes:** ODOT is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. ODOT does not agree to pay any taxes on commodities, goods, or services acquired from any PROPOSER.

**Payment:** In consideration for PROPOSER’s performance, ODOT shall pay PROPOSER directly at the rates in the PROPOSER’S submitted cost proposal for RFP #523A-16 and in accordance with all billing and payment terms included in RFP# 523A-16. Payments will be made by an Auditor of State warrant on a net 30 basis.

**By Purchase Order** Upon delivery of goods or performance of the service, as described on any purchase order placed against this contract, PROPOSER shall submit proper invoices, in quadruplicate, directly to the ordering agency billing office as indicated on the purchase order. A proper invoice is defined as being free from defects, discrepancies, errors or other improprieties and shall include, but may not be limited to:

1) PROPOSER’s name and address as designated in the Quote.
2) PROPOSER’s federal E.I. number.
3) Invoice remittance address as designated in the Quote.
4) The Purchase Order number authorizing the purchase of goods or services.

Description, including time period, unit price, quantity, and total price of goods or services delivered or rendered as specified in the Purchase Order. Defective invoices shall be returned to the PROPOSER noting areas for correction. If such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

**Interest:** Section 126.30 of the Ohio Revised Code may be applicable to this Contract and, if so, requires payment of interest on overdue payments for all proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code.

**Termination:** If PROPOSER fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.

**Termination for Default:** If PROPOSER’s default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the PROPOSER.
Termination for Unremedied Default: If PROPOSER’s default may be cured within a reasonable time, the State will provide written notice to PROPOSER specifying the default and the time within which PROPOSER must correct the default. If PROPOSER fails to cure the specified default within the time required, the State may terminate the Contract. If ODOT does not give timely notice of default to PROPOSER, the State has not waived any of the State’s rights or remedies concerning the default.

Termination for Persistent Default: The State may terminate this Contract by written notice to PROPOSER for defaults that are cured, but persistent. “Persistent” means three or more defaults. After the State has notified the PROPOSER of its third default, the State may terminate this Contract without providing PROPOSER with an opportunity to cure, if PROPOSER defaults for a fourth time. The four defaults are not required to be related to each other in any way.

Termination for Endangered Performance: The State may terminate this Contract by written notice to the PROPOSER if the State determines that the performance of the Contract is endangered through no fault of the State.

Termination for Financial Instability: The State may terminate this Contract by written notice to the PROPOSER if a petition of bankruptcy or similar proceeding has been filed by or against the PROPOSER.

Termination for Delinquency, Violation of Law: The State may terminate this Contract by written notice, if it determines that PROPOSER is delinquent in its payment of federal, state or local taxes, workers’ compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that PROPOSER has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the PROPOSER has entered into a repayment agreement with which the PROPOSER is current.

Termination for Subcontractor Default: The State may terminate this Contract for the default of the PROPOSER or any of its subcontractors. The PROPOSER will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the PROPOSER for any compensation to which they may be entitled.

Termination for Convenience: The State may terminate this Contract for its convenience after issuing a thirty (30) day written notice to the PROPOSER. If the termination is for the convenience of the State, the PROPOSER will be entitled to compensation for any Deliverable that the PROPOSER has delivered before the termination. Such compensation will be the PROPOSER’s exclusive remedy in the case of termination for convenience and will be available to the PROPOSER only after the PROPOSER has submitted a prior invoice for such, with the invoice reflecting the amount determined by the State to be owing to the PROPOSER.

Termination, Effectiveness, PROPOSER Responsibilities: The notice of termination whether for cause or without cause will be effective as soon as PROPOSER receives it. Upon receipt of the notice of termination, PROPOSER will immediately cease all work, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs that PROPOSER will incur related to this Contract.

Strict Performance: The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

Suspension: If PROPOSER fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest. In the case of a suspension for the State’s convenience, the amount of compensation due to the PROPOSER for work performed before the suspension will be determined in the same manner as provided in the above section for termination for the State’s convenience or the PROPOSER may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contactor’s breach of this Contract or other fault. The notice of suspension, whether with or without cause, will be effective immediately on the PROPOSER’s receipt of the notice.
Contract Remedies:

**Actual Damages:** PROPOSER is liable to the State of Ohio for all actual and direct damages cause by PROPOSER’s default. The State may substitute supplies or services, from a third party, for those that were to be provided by PROPOSER. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by PROPOSER’s default, from PROPOSER. Neither Party shall be liable for any Special, Punitive, or indirect damages.

**Liquidated Damages:** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the PROPOSER.

**Deduction of Damages from Contract Price:** The State may deduct all or any part of the damages resulting from PROPOSER’s default from any part of the price still due on the contract, upon prior written notice to being issued to the PROPOSER by the State.

**Non-Discrimination/Compliance with applicable laws:** PROPOSER, as a term of the Contract, shall comply with Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, any and all applicable Federal Executive Orders, any and all applicable Ohio Governor Executive Orders, and any and all other statutes, rules and regulations pertaining to non-discrimination. Proposer further agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.

**Governing Law:** This Contract shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of, or relating in any way to, this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

**Drug-free Workplace:** PROPOSER agrees to comply with all applicable state and federal laws regarding drug-free workplace. Proposer shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**Ohio Ethics Law:** PROPOSER agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**Banning the Expenditure of Public Funds on Offshore Services:** The PROPOSER affirms to have read understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

The PROPOSER also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the PROPOSER or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

**Independent Contractor Acknowledgment:** It is fully understood and agreed that PROPOSER is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Transportation. PROPOSER declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers’ compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, PROPOSER understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

**Termination, Sanction, Damages:** If PROPOSER or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If PROPOSER or any of its subcontractors perform any such services, PROPOSER shall immediately return to the State all funds paid for those services. The State may also recover from the PROPOSER all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the PROPOSER performing services outside the United States.
The State may, at any time after the breach, terminate the Contract, upon written notice to the PROPOSER. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 10% of the value of the Contract.

The State, in its sole discretion, may provide written notice to PROPOSER of a breach and permit the PROPOSER to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the PROPOSER any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the PROPOSER's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the PROPOSER performed outside of the United States, costs associated with corrective action, or liquidated damages.

**Assignment/Delegation:** The PROPOSER will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

**Workers Compensation** PROPOSER shall provide its own workers compensation coverage throughout the duration of the contract and any extensions thereof. ODOT is hereby released from any and all liability for injury received by the PROPOSER, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Contract.

**Indemnification and Hold Harmless:** PROPOSER shall indemnify and hold harmless the State of Ohio, Department of Transportation, and its agents, for all claims, damages, lawsuits, costs, judgments, expenses or other liabilities which arise as a result of the Proposer’s employees/agents, acts, actions, omissions, or negligence in the performance of this Contract.

**Contract Modifications:** This Contract and each of its provisions shall be binding upon both parties execution and may not be waived, modified, amended, or altered except in writing and executed by the Director of ODOT and the PROPOSER.

**State Audit Findings:** PROPOSER affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Proposer agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

**Public Records Request:** In accordance with all applicable Ohio Public Records laws, the PROPOSER acknowledges that their submitted proposal, pricing, communications, agreement, etc. shall be, to the extent applicable, public record and made available upon request to interested parties. The ODOT shall take all necessary measures in responding to Public Record Requests to not release clearly marked proprietary or confidential information contained within a PROPOSER's proposal.

**Force Majeure:** Except as otherwise provided herein, neither the PROPOSER nor ODOT shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The term force majeure, as used herein shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire, storms; hurricanes; tornadoes; floods; washouts; droughts; or other severe weather disturbances; explosions; arrests; labor strikes; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.
7.0 SIGNATURE PAGE

REQUEST FOR PROPOSAL #523A-16
Non-Intrusive Traffic Count Data Collection
And Maintenance Service

This Signature Page must be completed and accompanied with a Proposer’s complete proposal response to serve as acknowledgement to the Department that the Proposer understands and will comply with all terms, conditions, and requirements for the above-referenced Request for Proposal.

Furthermore, the execution and submission of this Signature Page shall serve as acknowledgment that the Proposer will enter into a Contract with the State of Ohio, Department of Transportation if selected for award of the above-referenced Request for Proposal and understands, upon Contract award and the Department’s execution of this Signature Page, it shall be bound by all incorporated terms, conditions and requirements in the performance of the services outlined in this RFP.

The person signing and executing this Signature Page below acknowledges that he/she is signing on behalf of their Company in a representative capacity and hereby warrants that he/she has been duly authorized by his/her Company to submit this formal offer and is authorized to execute Contracts on such Company’s behalf.

Date:  _________________________________________________________________

By:  __________________________________________________________________

Authorized signature by Officer of the Company (please sign in blue ink)

Type or print name shown above

Title of Officer Signing

Name of Company (Responding Proposer)

Federal Tax ID

FOR USE BY THE OHIO DEPARTMENT OF TRANSPORTATION ONLY:

A signature by the Director of ODOT (or approved designee) below represents the Department’s acceptance of the above-Proposer’s submitted proposal and shall effectively form ODOT Contract #523A-16 between the PARTIES:

___________________________________         __________________________
Jerry Wray, Director                 Date
Ohio Department of Transportation

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