

REQUEST FOR PROPOSALS

Traffic Counting Services

ROCKINGHAM PLANNING COMMISSION

January 4, 2021

Submission Deadline: 4:00 PM, February 12, 2021

1.0 Introduction

The Rockingham Planning Commission (RPC), is a public non-profit regional planning commission established under RSA 36 which conducts regional land use, transportation and community planning, and functions as the designated Metropolitan Planning Organization (MPO) for southeastern New Hampshire. (See Study Map – Appendix A)

This RFP is issued for the purpose of securing the services of a qualified Consultant to provide traffic counting services in support of the agency's transportation planning program. The selected vendor must agree to a fixed fee contract to provide a set number of counts over a specified period as defined herein.

2.0 Background

The RPC conducts an annual traffic counting program in coordination with the NH Department of Transportation (NHDOT) as part of the agency's biennial transportation planning program. The RPC counting program is integrated with the NHDOT's such that the results generated from our counts are reviewed and integrated into the NHDOT ADT database and used, in part, to fulfill Federal Highway Administration highway performance monitoring (HPMS) requirements. The annual list of count locations includes single and bi-directional ADT counts as well as vehicle class counts. Traffic count location, type and frequency are defined cooperatively by the NHDOT and RPC to satisfy respective agency needs.

3.0 Objectives

The RPC's traffic counting program objectives are

- To successfully complete the traffic counts (a combination of single, bidirectional ADT and vehicle class counts) committed to by the RPC according to the specifications established in the Scope of Services;
- To complete and verify counts in a timely manner, concluding all counts by mid-November of any year;
- To maintain close coordination and communication with the RPC and NHDOT regarding the scheduling of counts and locations and any difficulties encountered;
- To avoid deploying counts in locations where temporary or unusual circumstances will preclude average or typical count conditions (e.g. pavement work or construction; local events causing unusual traffic conditions);
- Conduct all counts in a manner that ensures the safety of motorists, pedestrians, and consultant staff;
- To provide cost effective count services to the RPC.

4.0 Scope of Services

The selected consultant will be qualified and prepared to provide the following scope of services, which will be made part of a contractual agreement:

1. Meet with RPC and/or NHDOT Traffic Bureau personnel annually to review and refine the proposed schedule of count locations for each counting season.
 2. Supply ATR counting devices, equipment and consumables as required to complete the counts.
 3. Conduct ATR counts at up to 200 locations as determined by the NHDOT and the RPC during the available 2021 traffic season, (mid-June 2021 through mid-November 2021), as weather and conditions permit. The specific locations, types, and specifications of counts will be determined in the contractual agreement.
 4. Unless otherwise specified, each ATR must include a minimum of three consecutive and complete 24-hour days which must include count data for Tuesdays, Wednesdays and Thursdays.
 5. Placards shall be affixed to all counters indicating that the counter has been deployed by the Consultant under contract to the RPC and the telephone number of the Consultant for the purpose of reporting problems with the counter or tubes.
 6. Concerns and complaints, by residents and or local authorities, related to the malfunction of the traffic counting equipment, will be directed to, and addressed by the Consultant.
 7. All counts will be recorded in 1-hour intervals and reported to the RPC and NHDOT in 1 hour intervals. Directional counts will be recorded for each direction at the same time interval.
 8. Results must be delivered in a '.PRN' ASCII format, and formatted for direct acquisition by NHDOT. This will include a specified naming convention and header formatting. The RPC will provide details.
 9. Counts will be reviewed by the Consultant for consistency of result prior to submission to the RPC. Counts found to be inconsistent with growth trends relative to past recorded count volumes and which lack a reasonable written explanation for the discrepancy may require recounting.
 10. Counts must be submitted as they are completed, in groups of 50 counts or less.
 11. Counts determined by the RPC or NHDOT to be in error must be redone within the count season at no expense to the RPC. Payment will be made only for those counts which have been accepted by NHDOT as complete.
 12. Counts will not be taken during the weeks of Memorial Day, July 4, and Labor Day.
 13. Accommodation will be made to avoid counts affected by special events and nearby construction in order to avoid abnormal counts.
 14. The Consultant may identify problematic count locations, where the implementation of traffic counting equipment such as tubes and counters cannot be deployed safely or cannot be reasonably expected to yield accurate results. Problematic count location(s) will be removed from the contract.
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5.0 Project Schedule

The project period, at a minimum, will include one traffic counting season. The selected consultant should be prepared to commence work by June 15 and conclude the work for the first counting season by November 15, 2021.

The contract may be renewed annually for a period of up to five years, based on satisfactory performance and an annual agreement on scope and price. The project period for the subsequent years shall begin on June 15 and end on November 15.

6.0 Project Funding

The traffic counting program is funded through the RPC UPWP for which a maximum expenditure has been defined. The presently available funds to conduct these counts in FY 21 is \$25,000. Future fiscal year costs are based on estimated costs and funding availability.

7.0 Qualifications and Submission Requirements

Firms, partnerships, or individuals interested in providing traffic counting services to RPC must have a minimum of 3 years demonstrated experience providing traffic counting services described herein, as well as experience working with federally funded transportation planning or engineering services. The successful candidate must agree to the Federal compliance requirements as identified in Attachment A of this RFP.

Proposal submissions should be as brief and succinct as practical while providing enough information to evaluate fairly based on the criteria established in Section 8 of this RFP. Complete Proposals shall include the following:

1. Contact Information: Include the name, address, phone, and email address of the firm. (The term "firm" used in this RFP is meant to include all forms of organizations that may respond.)
 2. Form of organization: Indicate whether the firm is a partnership, corporation, or sole proprietorship and include federal taxpayer ID number. The proposal must indicate if a subcontractor will be utilized to carry out any portion of the scope of services. If so, the information required in items 1 through 7 must include the relevant information for the subcontractor(s) or team member(s).
 3. Proposal narrative: Brief description of how the services will be conducted including: equipment to be used; procedures for setting out, testing, and verifying counters; traffic control and safety protocols used in deploying and removing counters; and response procedure to reset counters if disturbed during the count period.
 4. Key personnel: Identify the names of key personnel, their titles, experience, and how each will be involved with this assistance. If the use of subcontractor(s) is proposed their qualifications should also be identified.
 5. References: Include contact information for three (3) persons or agencies that the RPC may contact regarding the firm's past performance on similar technical assistance agreements.
 6. Evidence of Insurance: Provide evidence that the firm shall, at its sole expense, obtain and maintain in force the following insurance:
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- a. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in aggregate; and
 - b. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$500,000 combined single limit; and
 - c. workers' compensation and employer's liability insurance as required by law.
7. Cost Rate Proposal: include unit prices to be charged for each of the following types of counts. Unit costs should be inclusive of all equipment, material, travel, and all other associated expenses:
- non-directional ADT
 - bi-directional ADT
 - non-directional class count
 - bi-directional class count
 - turning movement counts
 - other counts if offered

8.0 Proposal Evaluation

All received proposals will be evaluated with respect to the scope of work based on the following criteria:

1. Experience: recent relevant experience of the firm on similar projects;
2. Capacity: extent to which the firm has the personnel and equipment to complete work in a timely manner;
3. Qualifications: experience and qualifications of staff, including any proposed sub-contractors;
4. Approach: procedures & protocols for communication, counter deployment, count verification, safety, and problem resolution;
5. Cost: competitiveness of the count cost rate proposal.

9.0 Proposal Submission Deadline

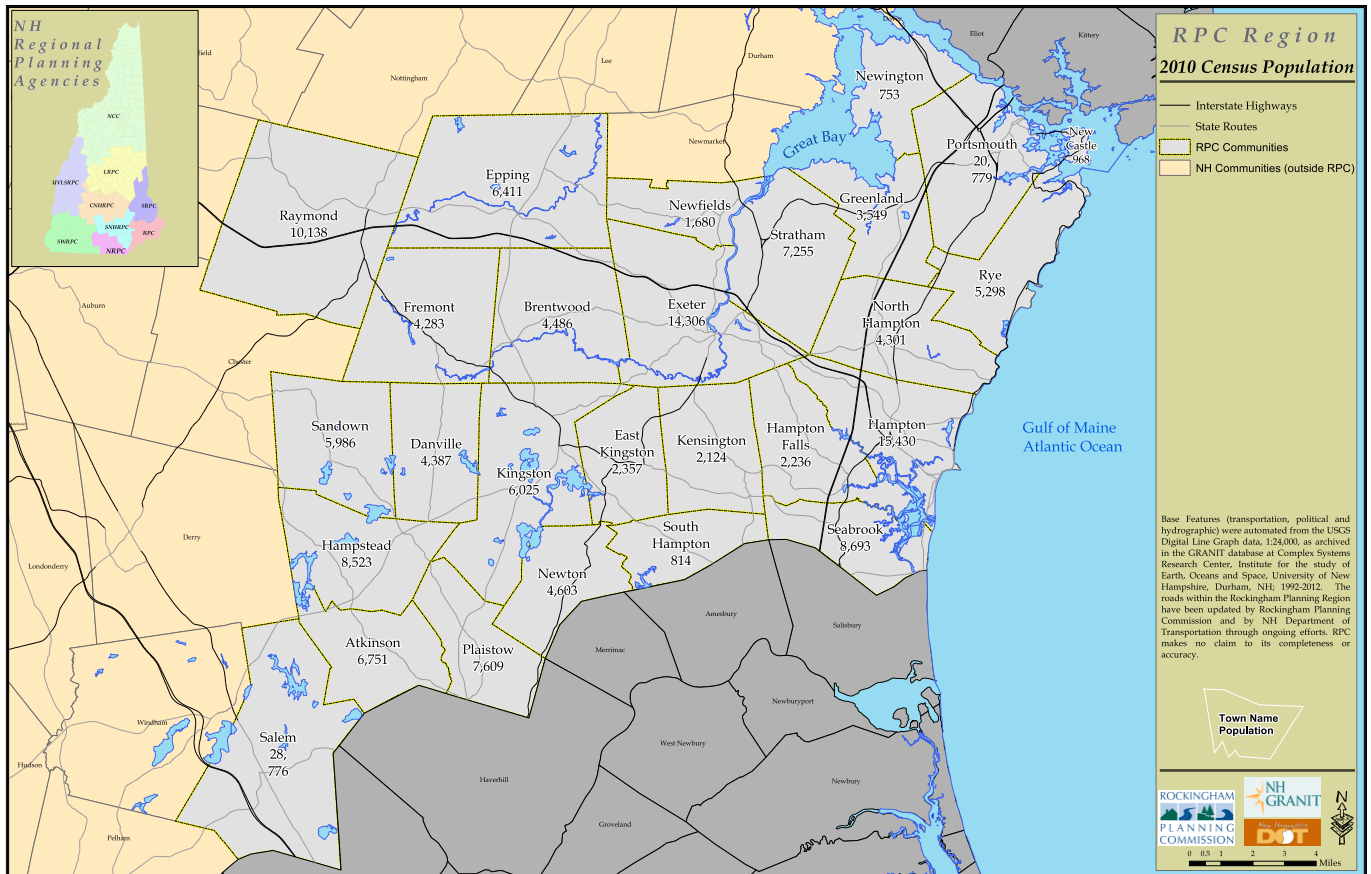
Proposals must be received by **4:30 PM on February 12, 2021** via email to Christian Matthews, Transportation/GIS Analyst, cmatthews@therpc.org.

RPC reserves the right to reject any or all proposals received, to negotiate with any qualified source, and to cancel this RFP. This solicitation does not obligate the RPC to award a contract.

Questions or requests for clarification about the RFP may be submitted via email before 4:30 PM on February 11, 2021. Please address questions regarding the RFP to:

Christian Matthews, Transportation/GIS Analyst cmatthews@therpc.org or
Dave Walker, Assistant Director/Transportation Program Manager dwalker@therpc.org

APPENDIX A RPC Planning Region



APPENDIX B
Federal Compliance Assurances

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- (1) Compliance with Regulations: The CONTRACTOR shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT" Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
 - (2) Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contact, shall not discriminate on the ground of race, color, national origin, sex, religion, age or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
 - (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant of supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this contract and the REGULATIONS relative to nondiscrimination on the grounds of race, color, national origin, sex, religion, age or disability.
 - (4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the RECIPIENT or the New Hampshire Department of Transportation to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the RECIPIENT or the New Hampshire Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with nondiscrimination provisions of this agreement, the RECIPIENT shall impose such contract sanctions as it or the New Hampshire Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to be the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
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- (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (2) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONTRACTOR shall take sure action with respect to any sub-agreement or procurement as the RECIPIENT or the New Hampshire Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided; however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, the CONTRACTOR may request the RECIPIENT to enter into such litigation to protect the interests of the RECIPIENT and in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
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