



ASSOCIATION OF
CENTRAL OKLAHOMA
GOVERNMENTS



REGIONAL SAFETY ACTION PLAN



REQUEST FOR PROPOSALS

ISSUED: 8/1/2023
DUE DATE: 9/1/2023

2023

Association of Central Oklahoma Governments
4205 N. Lincoln Blvd. | Oklahoma City, OK 73105 | 405.234.2264 | acogok.org

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REQUEST FOR PROPOSALS (RFP) FOR REGIONAL SAFETY ACTION PLAN

RSAP 2023 RFP # 2023-02

Date: AUGUST 1, 2023

The Request for Proposal is part of a competitive procurement process which will facilitate a fair opportunity for qualified firms to offer their plans and services for consideration. The process of competitive negotiation being used should not be confused with competitive sealed bidding where goods and services can be precisely described, and price is generally the determination factor. The competitive Request for Proposal will provide the Association of Central Oklahoma Governments (ACOG) the flexibility to negotiate with firms to arrive at a mutually agreeable relationship, where price alone is not the major determination factor; however, price will be a priority factor.

SECTION 1: PURPOSE

- 1.1 ACOG seeks proposals from qualified and experienced firms to collect, produce, and analyze information to create a Regional Safety Action Plan for Central Oklahoma.
- 1.2 The plan details are in Section 9.3. The Regional Safety Action Plan will inform the ACOG Board, ACOG staff, and external stakeholders of potential strategies for regional roadway safety.
- 1.3 A Regional Safety Action Plan is needed to provide a roadmap of how Central Oklahoma can prevent death and serious injury on roads and streets.

SECTION 2: AWARD

- 2.1 ACOG reserves the right to award this contract, not necessarily to the firm with the lowest cost, but to the firm that best meets the requirements and needs of ACOG as determined by the request for proposal submissions.
- 2.2 Upon submission of the responses to this RFP, ACOG will evaluate the responses of the firms. ACOG may conduct interviews with the finalists. The final evaluation and selection of the contractor will be made by ACOG and submitted to the ACOG Board of Directors for final approval.
- 2.3 All unsuccessful proposals will be notified in writing via email.

SECTION 3: RFP SUBMITTAL

- 3.1 All proposals must be emailed to ACOG before the final closing date and hour on **September 1, 2023, by 4:00 P.M. CST**. Proposals submitted after the time set for receipt of proposals will not be considered. An electronic copy of the response shall arrive no later than the closing date and time to the following email address:

Email: hnolen@acogok.org
- 3.2 Facsimile proposals will not be accepted.
- 3.3 The proposals shall be in the specific format prescribed herein. Proposals may contain promotional or display materials pertinent to displaying the quality of print publication to be expected, and all material shall pertain to the requirements set forth in this document. Proposals shall be straightforward, providing a concise description of the respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of intent. Submitted proposals are subject to release under the Oklahoma Open Records Act.

- 3.4** Failure to provide required data to allow for evaluation, failure to complete the RFP form(s), or failure to follow all directions within this RFP may be grounds for rejecting the proposal.
- 3.5** **Inquiries:** Inquiries should be submitted by email to Hannah Nolen, AICP, Mobility & Planning Manager, at hnolen@acogok.org.
- 3.6** **Responses:** Responses to written questions will be posted to the ACOG website at: <http://www.acogok.org/about/solicitations/>. Only replies by formal written addenda (amendments) shall be binding.
- 3.7** **Schedule of Events:**
- | | |
|---------------------------------|---------------------------|
| Proposal Issued | 8/1/2023 |
| Inquiries Due | 8/15/2023 – 4:00 P.M. CST |
| Proposal(s) Due | 9/1/2023 – 4:00 P.M. CST |
| Evaluation Completed | 9/15/2023 – Approximate |
| Anticipated Date of Award | 9/28/2023 – Approximate |
| Negotiated and Execute Contract | 9/29/2023 – 10/20/2023 |
| Project Initiated | 10/23/2023 |

SECTION 4: INSURANCE OR OTHER REQUIRED DOCUMENTS (IF REQUIRED)

- 4.1** **Permits:** The contractor shall procure all necessary permits and pay for same and shall obtain all official licenses for the work necessary. The contractor shall be responsible for all violations of the law for any cause in connection with the work caused by the contractor.
- 4.2** **Insurance:** The contractor will be responsible for all required insurance of property owned or services provided by the contractor.
- 4.2.1** Comprehensive General and/or Public Liability with a minimum of \$1,000,000.00 Bodily injury and Property damage, combined single limit.
- 4.2.2** Automobile Insurance with a minimum of \$1,000,000.00 per accident Bodily injury and Property damage, combined single limit.

SECTION 5: TERMS & CONDITIONS

- 5.1** Terms and conditions below will govern the submission and evaluation of proposals and the award. Respondents are requested to carefully review the following (5.2-5.13).
- 5.2** **Award Status:** After the award of the winning bid, ACOG will negotiate and execute a legal and binding contract.
- 5.3** **Contract Format/Requirements:** The resulting acceptance will incorporate this Request for Proposal. All additional agreement(s) and stipulations and the results of any final negotiations will be incorporated. Due to the nature of this request and the number of participating agencies, this may result in multiple contracts.
- 5.4** **Contract Modification:** All modifications and/or changes to the contract must be agreed to in writing by both parties prior to executing any change.

- 5.5 Contract Termination:** ACOG may terminate any resulting contract for cause by providing a Show Cause Letter to the contractor citing the instances of noncompliance with the contract. The terms of the contract between the contractor and agency shall control the terms.
- 5.5.1** If the noncompliance is not cured within 30 days, the participating agencies of ACOG may terminate the contract.
- 5.5.2** ACOG reserves the right to terminate the contract for convenience upon sixty (60) days written notice.
- 5.5.3** Project is contingent upon availability of Federal funding for FY 2024 and FY 2025.
- 5.6 Conflict of Interest:** In the event there is a potential or actual conflict of interest, the respondent(s) shall provide full disclosure to ACOG. ACOG shall determine if the conflict, whether potential or actual, is material. ACOG has the right to determine if there is a conflict and reserves the right to disqualify the respondent if the conflict is material.
- 5.7 Contractor Liability:** The contractor shall hold ACOG harmless and shall be liable in the event of injury to agency personnel or damage or loss of their property caused by the contractor's equipment, personnel, supplies, or material furnished. ACOG will not be liable for loss or damage caused by fires, lightning, sprinkler leakage, earthquake, severe weather, smoke and smudge, aircraft or motor vehicle damage, strikes, riots and civil disturbance, or collapse of building or structures, etc. ACOG and its personnel shall not be liable for any loss of or damage to contractor property unless due to their fault or negligence.
- 5.8 Resolution of Controversies:** An unsuccessful contractor may protest the procurement process by following the procedure specified in Article V of the ACOG Procurement Policy, available on the ACOG website at: <https://www.acogok.org/wp-content/uploads/2020/10/ACOG-Procurement-Policy.pdf>.
- 5.9 Liens:** The contractor shall keep ACOG free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the contractor.
- 5.10 Indemnification:** The contractor shall indemnify and hold ACOG harmless from all claims and related expenses arising out of the contractor's performance or failure of performance under the resulting contract.
- 5.11 Public Access to Procurement Information:** Procurement information shall be a public record to the extent provided by the Oklahoma Open Records Act, as applicable, and shall be available to the public as provided therein. If a proposal contains information that the bidder considers proprietary and does not want disclosed to the public or used for any purpose other than the evaluation of the offer, all such information must be indicated and clearly marked on each page of the proprietary or confidential document(s).
- The information submitted during a procurement process is protected from disclosure until a contract is awarded. All proposals are open for public inspection after the contract is awarded, but proprietary and confidential information in the proposals is not open for public inspection.
- 5.12 Choice of Law and Venue:** The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in Canadian, Cleveland, Grady, Logan, McClain, or Oklahoma county in the State of Oklahoma.
- 5.13 Federal, State, and Local Laws and Regulations:** The contractor will comply with all laws and regulations, including taxes, licenses, and permits.

SECTION 6: RFP STATUS

6.1 ACOG Rights:

- 6.1.1 ACOG reserves the right to determine whether a proposal is responsive and has the ability and resources to perform the contract in full and comply with the specifications.
- 6.1.2 ACOG reserves the right to reject proposals that incorporate counter proposals and conditions in the form of vendor's pre-printed clauses.
- 6.1.3 ACOG reserves the right to accept or reject all or part of any proposal, waive informalities, minor irregularities, or substitute items as desired if deemed in the best interest of ACOG, therefore selecting the optimum proposal or issue a new RFP.
- 6.1.4 ACOG reserves the right to reject proposals when procedures stated within are not followed.
- 6.1.5 Should the proposal include any work of a subcontract nature, ACOG reserves the right to approve or disapprove the engagement or use of the subcontractor as it relates to services provided to ACOG as described in this RFP. ACOG reserves the right to reject any subcontractor.
- 6.1.6 ACOG reserves the right to negotiate separately if deemed necessary.

6.2 **Effective Period:** Proposals submitted must remain in effect for a period of ninety (90) days after the closing date. An award will be signed and issued within that time or at a negotiated later date.

6.3 **Withdrawal of Proposals:** Unless a Proposal contains a material mistake, it may not be withdrawn or canceled by the bidder/offeror, without the written permission of ACOG, for a period of 90 days following the date designated for the receipt of proposals. The bidder/offeror so agrees upon submittal of the proposal/offer.

6.4 **Examinations:** Before submitting a proposal, contractor shall thoroughly examine the RFP, as well as location, and otherwise be fully informed as to all existing conditions and limitations.

6.5 **Modifications of RFP:** Oral modifications will not be considered. Proposals may not be altered or amended after the submission deadline. However, before a proposal is opened, ACOG may waive a non-material omission or error if the omission or error: (a) relates to a matter of form, not substance; (b) has merely a negligible effect on price, quantity, delivery, or other contractual conditions; and (c) does not otherwise prejudice the other bidders/offerors. Any respondent may modify their proposal in writing prior to the date and time of RFP closing. Only modifications received in sealed envelopes with the RFP number, closing date, and the project name clearly marked on the outside will be accepted. Written confirmation of the modification must be received under the same signature as the prior submitted proposal. All modifications are to be clearly numbered and dated as to determine the final one.

6.6 **Sales Tax Exemption:** All proposals must be submitted exclusive of Federal Excise Tax and Oklahoma State Tax. ACOG is exempt from Federal Excise Tax and Oklahoma State Tax. When proof of a tax exemption status is required, a notation should be made in the proposal and an Exemption Letter shall be furnished.

6.7 **Clarification:** ACOG reserves the right to request clarification of information submitted and to request additional information from any or all the respondents.

SECTION 7: EXCEPTIONS, OMISSIONS, & ALTERNATIVES

- 7.1 Exceptions:** If any exceptions are taken to any portion of the RFP, the respondent must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Respondent of the RFP as proposed by ACOG.
- 7.2 Omissions:** Add descriptions of any possible omissions from the RFP.
- 7.3 Alternatives:** Provide descriptions of any alternative or optional functionality that the respondent deems advantageous or beneficial to ACOG.

SECTION 8: PROPOSAL FORMAT & CONTENTS

- 8.1 Contents:** All proposals shall include the following information at a minimum (total pages to not exceed 25 pages)
1. Cover Letter
 2. Project Overview
 3. Project Approach
 4. Management Proposal
 5. Coordination with ACOG
 6. Overview of proposed schedule
 7. Project tracking and reporting
 8. Staffing
 9. Resolution of Source Anomalies
 10. Exceptions to the RFP
 11. Additional Pertinent Information
 12. Fee Proposal
- 8.2 Cover Letter:** The Cover Letter shall identify the project manager and any persons in the respondent's organization who will respond to questions or additional requests by the participating members of ACOG.
- 8.3 Project Overview:** The Project Overview should highlight the major features of the Respondent's company and proposal. It should also include information about the firm and any proposed subcontractors. A summary of the project approach should be presented in this section.
- 8.4 Project Approach:** This section is intended to be the core of the proposal and should demonstrate the respondent's knowledge of the data conversion/update process. This section shall clearly show the respondent understands the scope of work (9.3). A detailed and specific explanation of the process methodology to be used on this project shall be thoroughly defined.
- 8.4.1** Respondents shall develop and present in their proposals a technical plan of operations for analyzing existing conditions and historical trends of crashes, current

policies and standards, public engagement and equity as well as action and implementation items. Scope of Work section (9.3) will provide details of each area of work requested. The respondent's proposed plan shall clearly demonstrate a complete understanding of the project.

- 8.4.2** The technical plan of operations shall detail the methodology, equipment, and proposed techniques to be used to capture necessary data to complete objectives. The plan shall detail the sequence of operations to be performed for the entire project, emphasizing steps taken to ensure meeting quality and accuracy standards. It shall also clearly indicate any additional information pertinent to this project.
- 8.4.3** All proposed equipment to be used by the respondent shall be specified. The contractor is required to deliver products in a format as stated in the specifications and appendices in this RFP.

- 8.5 Management Proposal:** This section should include available resources for completing this project, as well as an anticipated project schedule. Include relevant experience of the company and project team. This should include, at a minimum, three comparable customer references. The same information and relevant experience should be included for subcontractors of the respondent.

The Management Proposal shall include at a minimum the respondent's description of how they propose to satisfy the following requirements (8.6-8.12):

- 8.6 Coordination with ACOG:** Communication between ACOG staff and the contractor is critical. A designated staff person from ACOG will be responsible for the coordination of each agency with the vendor for the duration of the contract. At a minimum, bi-weekly meetings between ACOG staff and the contractor shall be held. The respondents shall indicate how they will arrange and monitor communication and document ensuing decisions and resolutions. A description shall be provided of the proposed questions and resolution procedures to be used for this project.
- 8.7 Overview of Proposed Schedule:** Indicate the schedule for completing the deliverables indicated in the RFP. ACOG reserves the right to negotiate a different schedule from that proposed.
- 8.8 Project Tracking and Reporting:** The Contractor shall maintain procedures throughout the project for tracking and reporting progress.
- 8.9 Staffing:** The respondent will identify the essential staff resources assigned to this project and will provide their resumes. Essential staff includes at a minimum the project manager and the quality assurance specialist assigned to this project. the respondent shall indicate the role of these individuals in this project and what percent of their overall time this project shall represent. ACOG reserves the right to approve any reassignment of these essential staff resources.
- 8.10 Exceptions to the RFP:** List any exceptions to the RFP. Elaborate on the reasons for the exceptions and proposed alternatives.
- 8.11 Additional Pertinent Information:** Add descriptions of any possible omissions from the RFP.
- 8.12 Fee Proposal:** The RSAP 2023 is seeking firm fixed prices for the performance and delivery of the Regional Safety Action Plan sections. Refer to Section 9.3 for detailed information on deliverables. Section 9 of the RFP contains specifications that apply to all data collected as a part of this project. A total of \$240,000 is budgeted for the consultant part of this project. Forms that must be completed include in Appendices A, B, and C.

SECTION 9: SPECIFICATIONS

9.1 Project Background: Since its creation, ACOG's regional planning efforts have included prioritizing the safety of Central Oklahoma's roadway users. This concern requires a comprehensive and coordinated effort to address the challenges and mitigate risks.

The need for a robust Regional Safety Action Plan stems from the alarming statistics and trends observed in recent years. Central Oklahoma, like much of the United States, has experienced a rise in traffic crashes, injuries, and fatalities, posing a grave risk to the well-being and livelihood of residents, particularly Vulnerable Road Users. In order to curb this growing concern, ACOG seeks to develop a proactive and integrated approach to enhance roadway safety and measurably reduce the severity of accidents.

As the designated Metropolitan Planning Organization (MPO) for the region, ACOG holds the responsibility of coordinating a comprehensive program of multimodal transportation system planning. Through this role, ACOG and its regional partners have the opportunity to shape the future of our transportation infrastructure and prioritize safety as a core objective.

Existing ACOG plans, such as Encompass 2045 and the Regional Active Transportation Plan, outline transportation improvement goals and strategies, however a dedicated Regional Safety Action Plan is needed to provide a focused roadmap for addressing safety concerns. This plan will serve as a long-term strategy for maintaining and enhancing the safety of the region's roadways, identifying priority projects, and allocating resources effectively.

To establish a baseline of current safety efforts, it is essential to gather comprehensive data and evaluate existing safety programs, policies, and initiatives implemented in the region. This will allow ACOG to identify gaps, challenges, and opportunities for improvement. By collaborating with various stakeholders, including transportation agencies, law enforcement, public health organizations, and community representatives, ACOG can ensure a holistic and inclusive approach to developing the Regional Safety Action Plan.

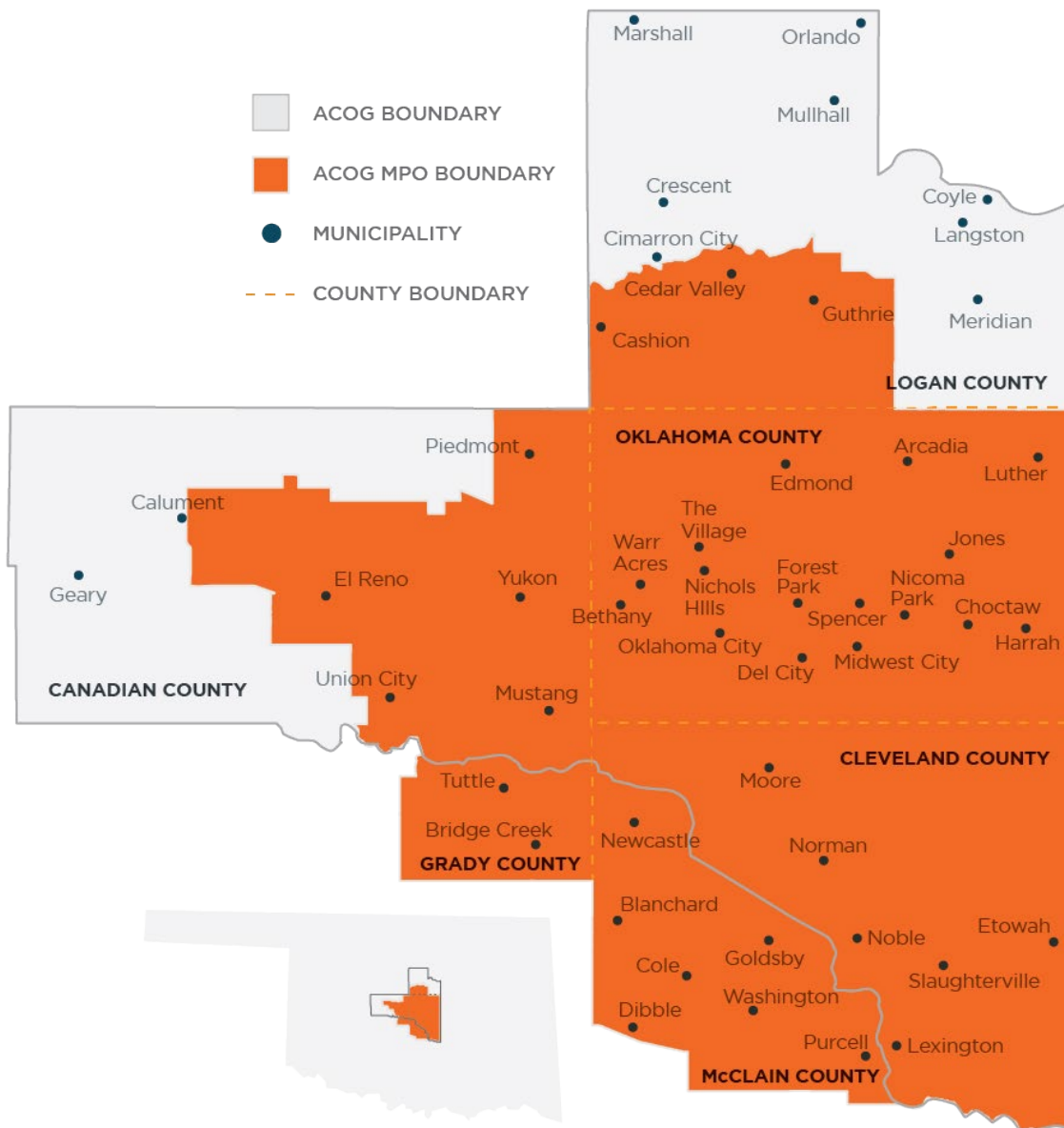
Additionally, this project will leverage insights and lessons learned from similar initiatives implemented nationwide. Drawing on best practices, research findings, and innovative strategies, the plan will be tailored to suit the specific needs and characteristics of Central Oklahoma, while also benefiting from proven methodologies that have demonstrated success in enhancing roadway safety.

Moreover, considering the economic and societal implications of inequitable roadway safety, it is crucial to assess the potential costs associated with crashes, injuries, and fatalities. By quantifying the economic impact of roadway safety deficiencies in the region, ACOG can emphasize the urgency and necessity of implementing effective safety measures. This evaluation will provide a solid foundation for advocating for funding and support from relevant stakeholders at the local, state, and federal levels.

In conclusion, the development of a Regional Safety Action Plan is a vital endeavor for Central Oklahoma. By establishing a comprehensive framework, identifying priority areas, and implementing evidence-based strategies, ACOG aims to reduce accidents, injuries, and fatalities, ultimately ensuring the safety and well-being of our community. Through collaboration, data-driven decision-making, and the engagement of key stakeholders, ACOG can pave the way towards a safer and more secure transportation system for Central Oklahoma.

9.2 Study Area: The study area will be the Central Oklahoma Transportation Management Area (TMA). The TMA contains all of Oklahoma County and Cleveland County and portions of Logan County, McClain County, Grady County, and Canadian County (Refer to Figure 1).

Figure 1: Central Oklahoma Transportation Management Area (TMA)



9.3 Scope of Work:

9.3.1 Safety Analysis

- Analyze existing conditions and historical trends that provide a baseline level of crashes involving fatalities and serious injuries across the study area
- Analyze locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.)
- Analyze systemic and specific safety needs, as needed (e.g., high risk road users, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.)
- To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership
- Based on the analysis performed, develop a geospatial identification of higher-risk locations (a High-Injury Network or equivalent)

9.3.2 Engagement and Collaboration

- Develop and implement a plan for robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback
- Analyze and incorporate information received from engagement and collaboration into the Action Plan
- Coordinate and align all plans and processes with other governmental plans and planning processes to the extent practical

9.3.3 Equity Considerations

- Develop the Safety Action Plan using inclusive representative processes
- Identify underserved communities through data and other analyses in collaboration with appropriate partners
- Develop an analysis that includes both population characteristics and initial equity impact assessments of the proposed projects and strategies

9.3.4 Policy and Process Change

- Develop an assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety
- Discuss implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate

9.3.5 Strategy and Project Selections

- Identify a comprehensive set of policies and strategies, shaped by data, the best available evidence, and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Safety Action Plan
- Strategies and countermeasures should focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities

- Identify and mitigate, to the extent practical, data limitations
- Prioritize the list of projects and strategies and provide time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes)
- The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explain prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety

9.3.6 Progress and Transparency

- Establish method to measure progress over time after the Safety Action Plan is developed, including outcome data
- Establish means to ensure ongoing transparency with residents and other relevant stakeholders
- Develop a plan for annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ELIGIBILITY, AND VOLUNTARY EXCLUSION

This Certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The Regulations are published as Part II of the June 1985, Federal Register (pages 33, 036-33, 043).

Read instructions below prior to completing this certification.

- The prospective proposer certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participating in this transaction by any Federal department or agency.
- Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective proposer shall attach an explanation to this proposal.

Signed – Authorized Representative

Date

Title of Authorized Representative

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

By signing and submitting this agreement, the proposer is providing the certification as set below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the proposed knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of a federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for attempting to influence an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal or Federally assisted contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents of all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 32, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Name of Entity)

(Name and Title of Authorized Official)

(Signature of above Official)

(Date)

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE

A conflict of interest form must be completed and is available at:
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.