

# OLD COLONY PLANNING COUNCIL

## REQUEST FOR PROPOSALS

### SS4A Regional Comprehensive Safety Action Plan

### VISION ZERO PLAN

#### Schedule

RFP Released:	November 28, 2023
Questions Due:	December 8, 2023 by 4:00 PM
Answers to Questions Posted:	December 15, 2023 by 4:00 PM
Proposals Due:	December 22, 2023 by 4:00 PM
Potential Interviews with Consultants:	January 2 – 12, 2024
Contract Window:	January 2024

#### QUESTIONS

All questions regarding this Request for Proposals (RFP) should be directed to:

Charles Kilmer, Deputy Director / Transportation Program Manager

E-Mail: [ckilmer@ocpcrpa.org](mailto:ckilmer@ocpcrpa.org)

#### SUBMISSION

Submit responses electronically until December 22, 2023 by 4:00 PM to:

Charles Kilmer, Deputy Director / Transportation Program Manager

E-Mail: [ckilmer@ocpcrpa.org](mailto:ckilmer@ocpcrpa.org)

RFP Advertised at: [www.oldcolonyplanning.org](http://www.oldcolonyplanning.org)

## Table of Contents

<b>Section 1: Introduction</b>	<b>1</b>
About Old Colony Planning Council	1
Safe Streets for All (SS4A)	2
Budget	3
About This Request for Proposal	3
<b>Section 2: Statement of Work</b>	<b>4</b>
Project Scope	4
Project Tasks	4
Task 1: Stakeholder and Public Engagement	4
Task 2: State of the Practice Review	6
Task 3: Crash Data Analysis	6
Task 4: Transportation Equity Review	7
Task 5: Implementation Plan and Programs	8
Task 6: Final Plan	9
<b>Section 3: Content for Proposals</b>	<b>11</b>
Cover Letter	11
Letter of Interest	11
Executive Summary	11
Statement of Organization & Personnel Qualifications	11
Relevant Prior Project Experience	12
References	12
Statement of Financial Stability	12
Statement of Litigation History	13
Disposition of Proposals	13
Disadvantaged Business Enterprises (DBE) Certification	13
<b>Section 4: Submission, Evaluation, and Selection</b>	<b>15</b>
Submission	15
Evaluation Criteria	16
Award of the Contract	16
Offer and Acceptance Period	16
Respondent’s Rights	17
<b>Section 5: Major Contract Provisions</b>	<b>18</b>
Payment	18
Conflict of Interest	18
Performance Standards	18
Delivery of Data and Work Projects	18
Ownership of Data and Work Products	18
Cancellation	18
Contract Termination	19
Availability of Funds	19
Confidentially	19
Removal of Contract Employees	20
Contract Term	20
Insurance	22

Table of Contents

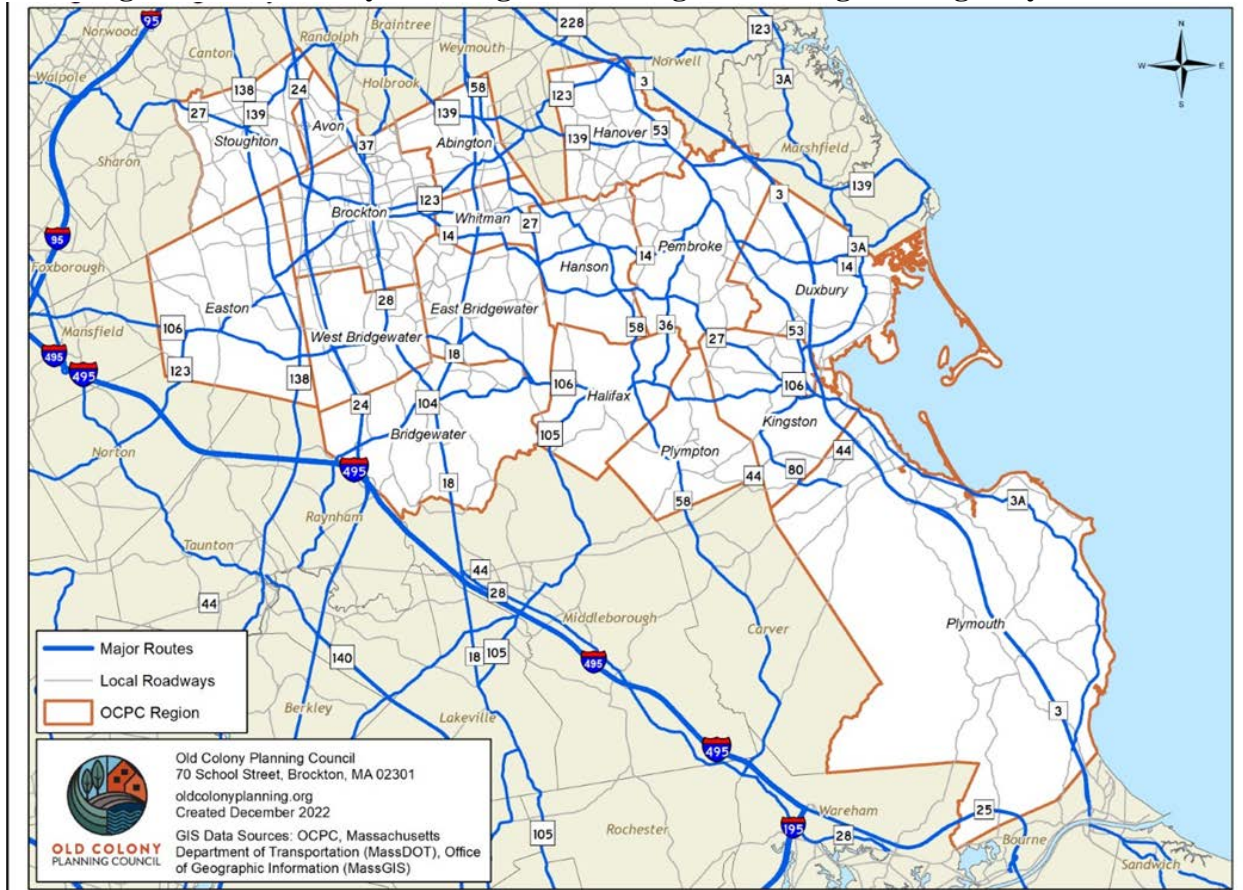
<b>Attachment A: Certification of Non-Collusion</b>	
<b>Attachment B: Certification of Contingent Fees</b>	23
<b>Attachment C: Certification of Employment Practices</b>	24
<b>Attachment D: Conflict of Interest Disclosure</b>	25
<b>Attachment E: Disadvantaged Business Enterprise (DBE) Certification (If Applicable)</b>	27
<b>Attachment F: Self-Certification Eligibility Worksheet</b>	28

SECTION 1: INTRODUCTION

**ABOUT OLD COLONY PLANNING COUNCIL (OCPC)**

The Old Colony Planning Council (OCPC) was established in 1967 as the comprehensive planning agency for the region, and includes 17 communities, including: Abington, Avon, Bridgewater, Brockton, Duxbury, East Bridgewater, Easton, Halifax, Hanover, Hanson, Kingston, Pembroke, Plymouth, Plympton, Stoughton, West Bridgewater, and Whitman.

**Figure 1: Old Colony Planning Council Region and Regional highway Network**



OCPC was established in part to address local challenges that cross city and town boundaries, like air and water pollution, transportation deficiencies, and economic distress. Overcoming challenges like these requires cooperative action and OCPC exists to help facilitate that cooperation and coordination.

Our professional planning staff gather data, conduct research and analyses, and develop regional plans to help improve the social, economic, and environmental conditions of the region. We also advise on development and redevelopment initiatives, and provide comprehensive planning assistance to municipalities, especially when two or more municipalities have common problems.

## SECTION 1: INTRODUCTION

The OCPC region is a U.S. Economic Development Administration designated Economic Development District. As such, OCPC leads a locally based, regionally driven economic development planning process. We actively engage and collaborate with the public, private, and non-profit sectors to establish and implement an economic development roadmap for the region.

OCPC is governed by the Council, which operates like a non-profit board of directors. Communities in our region are represented on the Council by a Delegate and an Alternate.

The Old Colony Metropolitan Planning Organization (MPO) serves the Old Colony region and is advised by the Joint Transportation Committee (JTC). The MPO is the region's organization responsible for prioritizing transportation initiatives and producing the Transportation Improvement Plan. Voting members include the communities of Brockton, Plymouth, West Bridgewater and Whitman, the Massachusetts Department of Transportation (MassDOT), Brockton Area Transit (BAT), and the Old Colony Planning Council.

The Old Colony Metropolitan Planning Organization operates under the following four Memorandums of Understanding (MOUs): the 3C Process MOU, the Performance-Based Planning and Programming Process MOU, the Conduct of Transportation – Air Quality MOU, (the Barnstable Urbanized Area Designation MOU), and the (Boston) Urbanized Area Designation MOU.

In accordance with the March 2018 Memorandum of Understanding (MOU) relating to the comprehensive, continuing, and cooperative transportation planning process, the Old Colony Planning Council (OCPC) is authorized to elect the two representatives of Boards of Selectmen/Town Councils to serve as Local Signatories on the Old Colony MPO.

### **SAFE STREETS FOR ALL (SS4A)**

The Infrastructure Investment and Jobs Act or the Bipartisan Infrastructure Law (BIL)—established the Safe Streets and Roads for All (SS4A) discretionary grant program with \$5 billion dollars of funding appropriated over a period of five years. The SS4A discretionary program supports the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues. Action Plans are the foundation of the SS4A grant program. SS4A requires an eligible Action Plan to be in place before applying to implement projects and strategies. The SS4A program provides funding for two types of grants:

- Planning and Demonstration Grants provide Federal funds to develop, complete, or supplement a comprehensive safety action plan. An Action Plan aims to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region.
- Implementation Grants provide Federal funds to implement projects and strategies identified in an Action Plan to address a roadway safety problem. Projects and strategies can be

## SECTION 1: INTRODUCTION

infrastructure, behavioral, and/or operational activities. Applicants must have an eligible Action Plan to apply for Implementation Grants.

### **BUDGET**

The total grant award for both this Safety Action Plan is \$400,000. The SS4A program is an 80-20 program, meaning 80% of the award is federal aid and 20% is a local match. The Massachusetts Department of Transportation has agreed to provide matching funds of \$80,000 to support the Old Colony Planning Council.

The following table summarizes the total funding for this grant.

<b>SOURCE</b>	<b>AMOUNT</b>
USDOT	\$320,000
MassDOT	\$80,000
<b>TOTAL</b>	<b>\$400,000</b>

OCPC entered an agreement with FHWA (No. 693JJ32340071) executed on September 11, 2023. Up to \$350,000 for consultant support is available for this award. Before the contract is awarded to the selected consultant, the consultant, and the OCPC will enter contract negotiations to determine the final scope, fee, and the fairest contract arrangement for all parties.

We ask that interested parties bid on this proposal and indicate a scope of work that closely aligns with the allocated consultant funds. Additionally, if specific tasks cannot be fulfilled based on this budget, please list those tasks as potential add-ons and indicate an approximate cost for the specific tasks. If additional funding becomes available, OCPC may be able to proceed with some of those activities.

### **ABOUT THIS REQUEST FOR PROPOSAL (RFP)**

OCPC submitted a SS4A grant application in coordination with its member communities and the Brockton Area Transit Authority (BAT) and the Greater Attleboro and Taunton Regional Transit Authority (GATRA). This RFP solicits qualified transportation consultants to provide technical work supporting OCPC's regional Comprehensive Safety Action Plan. The geographic project area for this proposal consists of the OCPC's 17 member communities.

Refer to Figure 1 for a map of the entire 17 community study area.

## SECTION 2: STATEMENT OF WORK

### **Project Scope**

The project will begin on January 1, 2024, and must be completed by June 30, 2025. All respondents to this proposal shall have a working knowledge and be familiar with Vision Zero Planning as defined and stated by federal and state agencies.

The Safety Action Plan should follow the same guidelines as the Safe Systems Approach utilized by the U.S. Department of Transportation (USDOT) and the Federal Highway Administration (FHWA). The consultant may add any additional pertinent information to the scope as his experience and expertise is so determined. This project will follow all required plan components and guidelines as stated in the Notice of Funding Opportunity (NOFO) by the USDOT Safe Streets and Roads for All Discretionary Grant Program. For more information on plan components, visit the FHWA website.

In summary, the final product will be an SS4A Compliant Action Plan that will visualize data that connects prevalent risk and crash characteristics to agency policy and processes, including implementing proven safety countermeasures, identifying projects or locations for priority funding, and supporting future local project development. This project will focus on all users, including pedestrians, cyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. Consultants should review Appendix F and confirm the components presented in the eligibility checklist can be provided in compliance with the Safe Streets and Roads for All Grant.

**Timeframe:** The contract will begin on January 1, 2024, and end June 30, 2025

### **Project Tasks**

#### **Task 1: Stakeholder and Public Engagement**

**Lead:** Consultant

**Supportive & Oversight:** OCPC

The OCPC will seek to build partnerships with all stakeholders to develop the Old Colony SS4A Vision Zero Action Plan (Plan). Building partnerships will be based on the guidance set forth by the Federal Highway Administration under the SS4A grant program that will include but not be limited to the following activities:

- Engaging all communities within the combined Old Colony regions (see map above).
- Roles and responsibilities need to be defined.
- Data development and data sharing.
- Evaluate which projects and strategies are the most effective as well as equitable.
- Evaluate and change policies as needed.
- Establish accountability measures.

## SECTION 2: STATEMENT OF WORK

In this effort to improve upon and build relationships with the communities of the Old Colony region, the Consultant will take the lead while the OCPC will fulfil a supportive and oversight role described below. The engagement will be effectively facilitated through in-person and remote meetings that will require participation from the Consultant and OCPC staff. The grant requires the development of a Vision Zero Action Committee (VZAC) that will inform and guide the development of the Plan, assist with a review and comment process that will consist of draft documents, key milestones, and the engagement process.

### OCPC Role

In the supportive and oversight role, the OCPC staff will oversee and support the engagement task with the following subtasks:

1. Will review and comment on the Consultant subtasks presented below prior to subtask implementation.
2. Will participate in all VZAC meetings.
3. Will hold a seat on the VZAC.
4. Will schedule and coordinate all meetings (i.e., Consultant, VZAC, public, municipal committee).
5. Will hold monthly progress meetings with the Consultant.
6. Will conduct the administration of language translation and materials.
7. Will incur the costs of the language translation and materials.
8. Will update the Old Colony Joint Transportation Committee (JTC) and Metropolitan Planning Organization (MPO) at the key points of Plan development.

### Consultant Role

In the lead role, the Consultant will be expected to present, for review and comment, the following subtasks to the OCPC Plan Manager prior to implementation. The Consultant:

1. Will identify the VZAC members.
2. Will develop materials (i.e., flyers, website, logo, social media posts) relevant to the Plan
3. Will prepare all materials for public and VZAC meetings. This will include presentation materials. The purposes of the meetings will be determined through collaboration with OCPC. The meetings should effectively communicate the Plan status with the goal of achieving the desired outcomes.
4. Will handle all administrative support and outreach to the public.
5. Will participate in a minimum of four (4) in-person public meetings and a minimum of six (6) remote meetings.
6. Will participate in monthly remote progress meetings with OCPC staff throughout the term of the contract.
7. Additional meetings will be added as needed.



## SECTION 2: STATEMENT OF WORK

### Task 2: State of the Practice Review

**Lead:** Consultant

**Supportive & Oversight:** OCPC

The Consultant will collect and review current transportation safety programs, policies, and activities and provide a summary of the efforts, including strategies other jurisdictions are using to address safety, identifying programs that have evidence of measurable success, and assessments of the most effective and efficient methods used to achieve outcomes. This review should be completed at the beginning of the project.

1. Review local and statewide Vision Zero plans, studies, and initiatives related to roadway safety and develop recommendations for improved collaboration to address safety analysis, project development, and implementation more effectively across the region.
2. Review local and statewide Vision Zero plans, studies, and initiatives related to transit safety and develop recommendations for improved collaboration to address safety analysis, project development, and implementation more effectively across the region.
3. Assess the quality and completeness of existing available data – including crash, transportation, land use, and demographic data. If analysis methods require more information, the Consultant may recommend additional data collection.
4. The Consultant will make recommendations, based on the literature, policy, and data review and input from the Vision Zero Advisory Committee Technical Advisors, on best analysis strategies and data requirements.

All material collected, reviewed, and the draft analysis completed by the Consultant will be provided to the OCPC staff for review and comment.

### Task 3: Crash Data Analysis

**Lead:** Consultant

**Supportive & Oversight:** OCPC

The Consultant will work with OCPC staff and its GIS Department to execute this task. The Consultant will collect and review crash, traffic, and roadway data for at least the most recent 5-year period to understand critical safety issues and provide insight into trends, causes, and patterns of transportation safety throughout the Old Colony.

After building a strong base with data on fatalities and serious injuries, the Consultant will identify and develop a Trends-Based and Risk-Based High Injury Network (HIN). The Consultant should identify and map the HIN by analyzing where the high numbers of roadway deaths and severe injuries are occurring over at least a five-year period. Additionally, transit related crash and injury data should be compiled and analyzed in the same method in order to provide insight into trends, causes, and patterns.

## SECTION 2: STATEMENT OF WORK

### OCPC Role

In the supportive role, OCPC staff and its GIS Department will provide the Consultant with any relevant data to support this analysis. In the oversight role, the OCPC staff will review and comment on the draft Trends-Based and Risk-Based HIN.

### Consultant Role

In the lead role, the Consultant will:

1. Develop a Trends-Based and Risk-Based HIN, establishing developed criteria and methodology for the analysis to provide to the OCPC for future use.
2. Summarize crash characteristics effectively.
3. Determine the most likely contributing factors, matching crash activity with roadway characteristics such as speed limits, intersection controls, streetlights, pedestrian crossings, railroad crossings, etc. for each mode user (vehicles, motorcycles, bicycles riders, pedestrians, transit, etc.)
4. The data analysis and final recommendations will prioritize the “3 Es” of traffic safety: Engineering, Enforcement, and Education with a fourth “E” for Equity.

Through the analysis, the Consultant will identify:

1. Emphasis Areas (high-risk areas with the highest fatal and severe injuries crashes)
2. High-risk corridors (with the highest fatal and severe injuries crashes)
3. High-risk intersections (with the highest fatal and severe injuries crashes)
4. High-risk Transit locations (with the highest fatal and severe injuries crashes)

The Consultant will provide the OCPC staff with the draft Trends-Based and Risk-Based HIN for review and comment.

### **Task 4: Transportation Equity Review**

**Lead:** Consultant

**Supportive & Oversight:** OCPC

The Consultant will work with OCPC staff and its’ GIS Department to execute this task. The Consultant will conduct an equity analysis utilizing the USDOT Justice 40 Initiative. This will include a transportation equity review to better understand how existing transportation systems, services, and decision-making processes impact the lives of all users, including underserved and underrepresented communities.

This will include an analysis of systems, services, and processes that support safe and easy-to-use multimodal options, amenities that are accessible to all populations for reaching destinations independently, and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented communities. The Old Colony Planning Council will provide

## SECTION 2: STATEMENT OF WORK

support to the Consultant in assessing regional transportation equity indicators that measure transportation barriers in underserved and underrepresented areas and/or potential structural inequalities that different population groups may face.

### OCPC Role

In the supportive role, OCPC staff and its' GIS Department will work with the Consultant to develop equity indicators based on available data sets.

In the oversight role, the Old Colony Planning Council staff will review and comment on the draft Equity Review.

### Consultant Role

In the lead role, the Consultant will develop the Old Colony region-specific equity indicators and the Consultant will apply any findings of this task in the development of the final Plan. The Consultant will provide the OCPC staff with the draft Equity Review for review and comment.

### **Task 5: Implementation Plan and Programs**

**Lead:** Consultant

**Oversight:** OCPC

The Consultant will work with OCPC staff and its' GIS Department to execute this task. The Consultant will develop a strategy for implementing safety measures informed by the Trends-Based and Risk-Based HIN completed as part of Task 3. The Consultant should know FHWA's Proven Safety Countermeasures initiative. Relevant countermeasures and treatments should be applied as a strategy to effectively reduce roadway fatalities and serious injuries with respect to the Plan for the Old Colony region and the means to monitor safety outcomes and evaluate the most effective measures.

The Consultant will identify potential projects for future grant applications. The types of countermeasures will be displayed on the web based final product. The web application should display countermeasures for recommended projects, which can be included in regular maintenance cycles and potential updates to current design standards to better align safety best practices.

The Consultant will identify potential projects based on the results of this task and develop an Implementation Plan and recommendations for Education and Enforcement Programs. Strategies, potential projects, and programs will be focused on the "3 Es" of traffic safety with a fourth "E" for Equity.

The Implementation Plan, Education, and Enforcement Programs will:

- Recognize the needs of all users of the multimodal transportation system.
- Include potential projects that are feasible and applicable for grant funding.

## SECTION 2: STATEMENT OF WORK

- Include conceptual infrastructure improvements with quantifiable costs.
- Include an implementation schedule.
- Address project evaluation and prioritization

Strategies and recommendations will consider and outline fiscal and employee resources necessary for a continued, sustained, and successful effort to achieve traffic safety goals. A project readiness timeline for each strategy and project should be included (i.e., short-term = up to five years; mid-term = five to ten years; long-term = 10+ years).

### OCPC Role

In the oversight role, the OCPC staff will review and comment on the draft Implementation Plan and Programs.

### Consultant Role

In the lead role, the Consultant will provide by April 4, 2025 the Old Colony staff with a draft of the Implementation Plan and Programs for review and comment.

### **Task 6: Final Plan**

**Lead:** Consultant

**Supportive & Oversight:** OCPC

The Consultant will work with OCPC and its' GIS Department to execute this task. The Consultant will create an administrative draft of the Old Colony SS4A Vision Zero Action Plan. The draft Plan should be in a shared document, which will allow OCPC staff active editing and commenting. VZAC members will also receive a draft for their review and comment.

OCPC staff, in coordination with BAT and GATRA staff, will create a comment resolution matrix to gather all comments received and report on how they were incorporated or resolved in the draft. Upon final review and the consent of the VZAC, the Consultant will develop final materials that the Old Colony Planning Council can share in an online format. The content should be visually appealing, easy for policymakers and stakeholders to understand, and clearly communicate Plan strategies and recommendations. The final Plan will discuss implementation by adopting revised or new policies, guidelines, and/or standards.

### OCPC Role

In the supportive role, Old Colony staff will assist the Consultant with the final approval process in their scope of work which will be accounted for in their proposal. In the oversight role, the OCPC staff will review and comment on the draft final Plan.

The OCPC will be responsible for presenting and achieving final recommendations and Plan approval. The Consultant will include assistance with the final approval process in their scope of work which should be accounted for in their proposal.

## SECTION 2: STATEMENT OF WORK

### Consultant Role

The Consultant will assist the OCPC with the final approval process per their scope of work accounted for in their proposal.

In the lead role, the Consultant will develop a final deliverable with materials that the OCPC can share in an online format that achieves the following objectives:

1. Effectively communicates a clear message both graphically and with accompanying text.
2. Is easy to read, understand, and accessible.
3. Clearly conveys key implications as they relate to policies, programs, practices, strategies, infrastructure projects, funding, and other recommendations.

Using data, methods, and datasets identified in Task 3 to inform the Plan and Project Prioritization, the final platform should include:

- a) A HIN displaying the top two priorities per municipality, if they exist (56 possible total)
- b) A final HIN, identify the top 25 intersections.
- c) A final HIN related to Transit issues and locations.
- d) An interactive display of regional trends over time.
- e) Visualize the prevalence of crash types, especially those resulting in fatalities and serious injuries.
- f) Display the regional distribution of crashes, including geographic locations of crashes as well as road typologies or system characteristics for the Old Colony region:
  - a. All listed elements (a-e) should be interactive and can be visualized with respect to the equity indicators developed in Task 4.

The Consultant must provide Old Colony Planning Council with all data and study products for future Plan activities by June 2, 2025. All related methodologies for data tools should be provided to the OCPC upon completing this project. The OCPC will share information, data, products and related tools with BAT as requested and needed.

## SECTION 3: CONTENT FOR PROPOSALS

This procurement process complies with CFR Title 2, Subtitle A, Chapter II, Part 200, Subpart D, §§200.317 through 200.327.

Respondents shall provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. The response shall be submitted according to the format set forth below. As previously stated, OCPC will review each proposal and make a determination as to the sufficiency and adequacy of the Respondent's qualifications. If the Respondent fails to provide or omits information, there will be no appeals process or acceptance of additional materials.

### Contents of Proposals Response

#### **Cover Letter / Letter of Interest (1 page)**

The response will contain a letter of interest that declares that the Respondent is submitting the response without collusion with any other person or entity submitting a response pursuant to this solicitation. Letters should not contain links to other web pages, are not to exceed one (1) page in length, and will include, at a minimum, the following information in the following format:

1. Name, address, and contact information for the submitting person or entity.
2. Organization profile and qualifications: This section of the letter must describe the proposing firm and must also identify the primary individuals responsible for supervising the work, including their titles and/or their classifications.

Letters of Interest shall be signed by a representative of the Respondent who has the authority to negotiate and contractually bind the consultant/firm.

#### **Table of Contents (1 page)**

The table of contents should outline, in sequential order, the major areas of the Response Package as shown herein. All pages of the Response Package, excluding attachments, must be clearly and consecutively numbered and correspond to the table of contents.

#### **Executive Summary (1 page)**

Provide a complete and concise summary of Respondent Team's background, types of expertise and ability to meet the requirements of this RFP. The executive summary should briefly state why the Consultant Team is the best candidate for the project.

#### **Statement of Organization & Personnel Qualifications (Not more than 10 pages)**

Respondents shall include within their Submittal a Statement of Organization. The Statement of Organization

should include the following information:

## SECTION 3: CONTENT FOR PROPOSALS

1. Project Approach – Respondents should describe their approach to the project and requirements for fulfilling the Vision Zero planning process required by FHWA.
2. List of Personnel with Stated Qualifications

Respondents must first supply a summary list of personnel who will actually perform the work for the anticipated contractual services. The individuals listed must have at a minimum:

- a. Professional licenses/certifications.
  - b. Experience performing transportation safety studies.
3. Description of Relevant Experience

Descriptions of relevant experience and other certifications for each of the individuals shall be provided. These descriptions should be limited to one page per individual. The following experiences should be included in the individual personnel descriptions:

- a. Certified Road Safety Professional or Professional Traffic Operations Engineer
- b. Experience with evaluation of safety data and/or conducting road safety assessments.
- c. Applying Highway Safety Manual procedures for site evaluation, crash prediction, and countermeasure selection
- d. Expertise in traffic operations and roadway design
- e. Experience estimating costs for installing safety countermeasures.
- f. Working with MassDOT's Traffic and Safety Operations Section and District Offices
- g. Any other experiences related to traffic safety analyses.

4. Tasks and Timeline – Respondents should provide details on achieving the tasks noted in this RFP and the timeline for providing deliverables, project milestones, reporting, and completion.

### **Relevant Prior Project Experience (5 pages)**

Identify projects that demonstrate relevant project experience according to the Scope of Services in Section 2 of this RFP. The examples should come from relevant team members' experience and should have been performed in the last five (5) years. References of transportation safety plans successfully conducted or underway, are preferred.

### **References (1 page)**

Respondents shall provide names and addresses of a representative list of clients/references with which the Respondent has performed similar work. References shall include a contact person, current telephone number, and current email addresses.

### **Statement of Financial Stability**

Respondents shall provide a statement in writing, signed by a duly authorized representative, stating the present financial condition of the Respondent, and disclosing information as to Respondent's involvement in any current bankruptcy proceedings. The Statements of Financial

## SECTION 3: CONTENT FOR PROPOSALS

Stability shall be signed by a representative of the Respondent who has authority to negotiate and contractually bind the consultant/firm.

### **Statement of Litigation History**

Respondents shall provide a statement describing any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or political subdivision thereof or which may affect the performance of the services to be rendered herein, in which the Respondent, any of its employees, subcontractors or sub-consultants is or has been involved within the last five years. The Statement of Litigation History shall be signed by a representative of the Respondent who has authority to negotiate and contractually bind the consultant/firm.

### **Disposition of Proposals**

All proposals submitted in response to this RFP will become the property of the Old Colony Planning Council and a matter of public record. The respondent must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under Massachusetts' Public Records Laws. Any Respondent claiming such an exemption must also state that it agrees to defend any action brought against Old Colony Planning Council for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request, therefore. Any Respondent who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said action.

### **Disadvantaged Business Enterprises (DBE) Certification**

OCPC seeks meaningful participation by qualified disadvantaged businesses in its procurement process. A DBE is defined as, "for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific, and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged." The proposal shall indicate the minimum percentage of the total contract value that is to be paid to any sub-consultant or supplier for which DBE status is claimed. DBE firms are requested to submit evidence of such classification with the Response Package (as Attachment F).

### Attachments

Executed copies of:

- **Attachment A: Certification of Non-Collusion**
- **Attachment B: Certification of Contingent Fees**
- **Attachment C: Certification of Fair Employment Practices**
- **Attachment D: Conflict of Interest Disclosure**
- **Attachment E: DBE Certification (if applicable)**



### SECTION 3: CONTENT FOR PROPOSALS

OCPC recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women-owned/managed or Disadvantaged Business Enterprises (DBE). While there is no requirement for DBE involvement for this contract, DBE firms are requested to submit evidence of such classification with the Qualifications Package.

- **Attachment F: Safe Streets and Roads for All Self-Certification Eligibility Worksheet**

Proposal Packages submitted for consideration should be arranged following the format shown below:

Qualifications Package Structure
1. Cover Letter / Letter of Interest (1 page-single sided)
2. Table of Contents (1 page single sided)
3. Executive Summary (1 page single sided)
4. Personnel and Qualifications (10 pages single sided)
5. Prior Project Experience (4 pages single sided)
6. References (1 page single sided)
Attachment A: Certification of Non-Collusion
Attachment B: Certification of Contingent Fees
Attachment C: Certification of Fair Employment Practices
Attachment D: Conflict of Interest Disclosure
Attachment E: DBE Certification (if applicable)
Attachment F: Safe Streets and Roads for All Self-Certification Eligibility Worksheet

NOTE: Proposal Packages should not exceed 20 pages (excluding attachments).

## SECTION 4: SUBMISSION, EVALUATION, AND SELECTION

### Submission

All materials submitted in response to this RFP become the property of OCPC upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship between OCPC and the Respondent.

Inquiries - Respondents may submit written email inquiries for interpretation of this RFP to Charles Kilmer, Deputy Director, and Transportation Program Manager, at [ckilmer@ocpcrpa.org](mailto:ckilmer@ocpcrpa.org) no later than Friday December 1, 2023, by 4:00 PM.

Questions made and answered will be summarized in writing for distribution on the OCPC website ([www.oldcolonyplanning.org](http://www.oldcolonyplanning.org)) no later than Monday, December 16, 2023, by 4:00 p.m. All questions will remain anonymous. Addendums or amendments to this RFP, if required, shall also be posted to the website.

OCPC staff will not respond to verbal questions or meeting requests regarding this solicitation. Any email correspondence related to this RFP should refer to the appropriate RFP title, page, and paragraph.

Verification of Information - OCPC staff may verify all information submitted in a Proposal Package. Submission of information deemed to be inaccurate may result in a determination of non-response and a rejection of the Proposal Package.

Exceptions - Any desired exceptions to the terms and conditions of this RFP must be included in the Proposal Package and must address the specific page and paragraph of the RFP in which the conflict exists. A Respondent's preprinted terms and conditions will not be considered as exceptions.

Proposal Packages - The Proposal Package and other information received in response to this RFP shall be shown only to OCPC staff. After the award, the successful Proposal Package and evaluation document shall be open for public inspection.

Late Proposal Package - Late Proposal Packages will not be considered, and the Consultant/Firm shall be notified.

Withdrawal of Proposal Packages - Submitters may withdraw their Proposal Package by notifying OCPC at any time. They may withdraw their Qualifications Package in person or through an authorized representative. To withdraw a response, a submitter or authorized representative must disclose their identity and provide a signed letter for which a written receipt will be provided. Proposal Packages become the property of OCPC and will not be returned to the submitters. Upon receiving responses, they become a "public record" and shall be subject to public disclosure.

## SECTION 4: SUBMISSION, EVALUATION, AND SELECTION

### Evaluation Criteria

Proposals will be reviewed by a selection committee composed of OCPC staff. Each member of the committee will evaluate each Proposal Package against the RFP selection criteria, as listed below. For each Proposal Package, the individual criterion will be ranked on a scale of 1 to X where X equals the number of total Proposal Packages received. As an example, if four Proposal Packages are received, the ranking scores will run from 1 to 4 with 1 being the first choice, 2 being the second choice, etc. If 12 Proposal Packages are received, the ranking scores will run from 1 to 12, again with 1 being the first choice, 2 the second choice, and so on until 12, which would be the last choice. These scores will then be multiplied by its assigned weight factor. The criteria scores will be added together for a total score for each Proposal Package. See below.

The scores from the written Proposal Packages will be summed based on the selection criteria to create a ranked list of Respondents. At this point the Respondent with the lowest score will be selected to conduct the work. The OCPC staff may also initiate a short-list interview process if necessary.

Selection Criteria	Priority	Weight
Project Approach	1	3
Description of Relevant Experience	2	2
List of Personnel with Stated Qualifications	3	1
Tasks and Timeline	4	1

Each Selection Criteria will be scored 1 through X, where X equals the number of Proposal Packages submitted.

### Award of the Contract

Notwithstanding any other provision of this RFP, the Old Colony Planning Council expressly reserves the right to:

- Waive any immaterial defect or informality.
- Reject any or all Qualifications Packages, or portions thereof.
- Reissue a Request for Qualifications.
- Modify the number and types of tasks to be collected to meet budgetary limitations.
- Cancel the Solicitation.

### Offer and Acceptance Period

A response to this RFP implies that there is a willingness on the part of the Consultant/Firm to contract with OCPC based upon the terms, conditions, tasks and specifications contained herein. Submitted Proposal Packages are deemed irrevocable for one-hundred eighty (180) days after the date and time that the proposal packages are due.

SECTION 4: SUBMISSION, EVALUATION, AND SELECTION

**Respondent's Rights**

All materials submitted in response to this RFP become the property of OCPC.

## SECTION 5: MAJOR CONTRACT PROVISIONS

This section indicates the major terms and conditions a prospective Respondent should be aware of in the development of the Proposal Package. This is not “all-inclusive” but contains the major provision that might affect the development of the Proposal Package.

### **Payment**

Payment will be made in arrears only after submission of proper invoices to OCPC. Billing shall represent work completed prior to the invoice date. The invoice shall identify the description of work performed at the contract rates. Payment of any invoice shall not preclude OCPC from making a claim for adjustment on any service found not to have been in accordance with the contract. Invoices may not be submitted more frequently than monthly.

### **Conflict of Interest**

OCPC reserves the right to preclude offering a work assignment to a Consultant/Firm should a real, apparent, or potential conflict of interest exist as determined by OCPC.

### **Performance Standards**

OCPC relies upon the Consultant/Firm to provide services in accordance with the contract and performance standards established for each work assignment in the Task Order. The Consultant/Firm agrees that time is of the essence, and that contractual commitments should be met.

### **Delivery of Data and Work Projects**

Unless specified otherwise, the final embodiment of deliverables (maps, charts, tools, reports, etc.) will be delivered in an electronic format to include editable originals, linked supporting graphics and images, and final portable document format (pdf) files.

### **Ownership of Data and Work Products**

All deliverables and/or other products of the contract (including but not limited to all procedures, Qualifications Packages, reports, records, summaries, software documentation, original data, GIS data original and derived, and other matters and materials gathered, prepared and/or developed by the Consultant/Firm in the performance of this contract) shall be the sole, absolute, and exclusive property of the Old Colony Planning Council, free from any claim or retention of rights thereto on the part of the Consultant, its agents, its subcontractors, officers, or employees. No data acquired from or via the OCPC may be used by the Consultant/Firm for any other projects.

### **Cancellation**

Failure to perform any or all of the terms, promises and conditions of the contract, including the specifications, may be deemed a substantial breach thereof. Default may be declared at any time if, in the opinion of the OCPC:

## SECTION 5: MAJOR CONTRACT PROVISIONS

- Consultant/Firm fails to adequately perform the services required in the contract.
- Consultant/Firm attempts to provide service or workmanship which is of an unacceptable quality. or
- Consultant/Firm fails to make progress in the performance of the requirements of the contract, and/or gives OCPC a positive indication that the Consultant/Firm will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Consultant/Firm agrees to perform the requirements of the contract up to and including the date of cancellation, as though no cancellation had been made, and notwithstanding other legal remedies which may be available to OCPC because of the cancellation, agrees to indemnify OCPC for its cost in procuring the services of a new Consultant/Firm.

The Old Colony Planning Council shall give the Consultant/Firm written notice of default. After receipt of such notice, the Consultant/Firm shall have five (5) days in which to cure such failure. In the event the Consultant/Firm does not cure such failure, OCPC may terminate all or any part of the contract without further consideration by so notifying the Consultant/Firm in writing.

### **Contract Termination**

By written notice, OCPC may terminate the contract, in whole or in part, when it is deemed to be in their best interest. If the contract is so terminated, the Consultant/Firm will be compensated for work performed up to the time of the notification of termination. In no event shall payment for such costs exceed the current contract price.

### **Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Consultant/Firm will only be reimbursed for the reasonable value of any non-recurring costs borne but not amortized in the price of services delivered under the contract, or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

### **Confidentially**

The Consultant/Firm acknowledges that information disclosed to it concerning governmental operations during performance of a contract is confidential and/or proprietary and shall not be disclosed to third parties without prior written consent of those governments.

- The Consultant/Firm shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from jurisdictions and governmental entities in carrying out its functions under the contract shall be used or disclosed by it. OCPC reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to OCPC.

## SECTION 5: MAJOR CONTRACT PROVISIONS

- All proprietary information and all copies thereof shall be returned to OCPC upon completion of the work for which it was obtained or developed.

### **Removal of Contract Employees**

The Consultant/Firm agrees to utilize only experienced, responsible, and capable people in the performance of the work. OCPC may require that the Consultant/Firm remove employees from the project who endanger persons or property or whose continued employment under this project is inconsistent with the interests of OCPC.

### **Contract Term**

The term of any resultant contract shall commence on the date of the notice to proceed, unless terminated, canceled, or extended as otherwise provided herein. Should a contract extension be required, OCPC reserves the right to extend the contract for a specific time period beyond the stated expiration date.

### **Insurance**

Without limiting its liability, the Consultant/Firm shall maintain, during the life of the contract:

- Worker's Compensation Insurance
- Comprehensive General Liability Insurance
- Automobile Liability Insurance
- Consultant's Professional Liability Insurance

As part of the contract developed from this RFP, the Consultant/Firm shall include a standard form.

"Certificate of Insurance" as evidence of this coverage. The amounts of coverage shall be negotiated as part of the contract but shall generally be sufficient to protect OCPC from liability as a result of this study. This coverage may not be canceled, reduced, or allowed to lapse without written notice to OCPC.

## SECTION 6: REQUIRED FORMS AND ATTACHMENTS

The following forms (attached hereto) must be signed by a duly authorized representative and submitted with the Qualifications Package.

- Attachment A: Certification of Non-Collusion
- Attachment B: Certification of Contingent Fees
- Attachment C: Certification of Fair Employment Practices
- Attachment D: Conflict of Interest Disclosure
- Attachment E: Disadvantaged Business Enterprise (DBE) Certification (if applicable)



## ATTACHMENT A: CERTIFICATION OF NON-COLLUSION

The undersigned, having been fully informed regarding the accuracy of the statements made herein, certifies that:

- (1) This Qualifications Package was developed and submitted independently and without consultation, communication, collusion, understanding, or agreement with any other Respondent or potential Respondent.
- (2) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract.
- (3) This Qualifications Package is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive application.
- (4) \_\_\_\_\_ its affiliates, subsidiaries, officers, directors and  
(name of firm)  
employees are not currently under investigation by any governmental agency and have not, in the last five years, been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

The undersigned attests that they are authorized to make this certification on behalf of the Respondent, and its owners, directors, and officers.

Name and Title/Position of Signatory	Signature
Name of Respondent/Firm	Date
Business Address	

## **ATTACHMENT B: CERTIFICATION OF CONTINGENT FEES**

The Respondent acknowledges that no OCPC assistance has been paid or will be paid on its behalf to any person(s) for influencing or attempting to influence an officer or employee of the ICOC, member of the OCPC Council, an officer or employee of any OCPC member jurisdictions, or officer or employee of any MPO member jurisdictions in connection with the award of any OCPC contract, the making of any OCPC grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any OCPC contract, grant, loan, or cooperative agreement.

The undersigned attests that they are authorized to make this certification on behalf of the Respondent, and its owners, directors, and officers.

Name and Title/Position of Signatory	Signature
Name of Respondent/Firm	Date
Business Address	

## ATTACHMENT C: CERTIFICATION OF FAIR EMPLOYMENT PRACTICES

The undersigned states that \_\_\_\_\_ by its employment  
(Respondent)  
policy, standards, and practices, does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, religion, or disability.

The undersigned attests that they are authorized to make this certification on behalf of the Respondent, and its owners, directors, and officers.

_____ Name and Title/Position of Signatory	_____ Signature
_____ Name of Respondent/Firm	_____ Date
_____ Business Address	

## ATTACHMENT D: CONFLICT OF INTEREST DISCLOSURE

### Instructions

OCPC, in keeping with State Ethics Law, asks that all persons or firms seeking contracts valued at \$50,000 or more complete and submit this form along with their Qualifications Package. This requirement also applies to any proposed subcontractors whose portion of the work is valued at \$25,000 or more. Failure to comply with this requirement may cause your Qualifications Package to be declared non-responsive.

### Questions

1. Does your firm have an existing relationship any with employee(s) of the OCPC, and/or member(s) or officer(s) of the Council or the MPO that could be construed as having a conflict of interest (i.e., financial interest), or which would give rise to a conflict if your firm became a recipient of a contract with OCPC?

YES  NO

If "yes," please list the names of employee(s), committee member(s), or officer(s) and the nature of the relationship:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

2. Have you or any member of your firm been an employee of OCPC, served as a member of the Commission, or as an MPO officer within the last 24 months?

YES  NO

If "yes," please list name(s), position(s), and dates of service:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

3. Are you or any manager(s), partner(s), or officer(s) of your firm related by blood or marriage/domestic partnership to an employee of OCPC, Council member, or MPO officer that is considering your contract Qualifications Package?

YES  NO

If "yes," please list name and the nature of the relationship:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

4. In the last 24 months, have you or any members of your firm been a business partner of, employed, or about to employ an employee of the OCPC, Council member, or officer of the MPO?

YES  NO

If "yes," please list name and the nature of the relationship:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

- 5. Have you or any manager(s), partner(s), or officer(s) of your firm ever given (directly or indirectly), or offered to give on behalf of another or through another person, contribution(s) (including political contributions) or gift(s) to any current employee of the OCPC, Council member, or MPO officer?

YES  NO

If "yes," please list name, date gift or contribution was given/offered, and dollar value:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Value: \_\_\_\_\_

The undersigned attests that they are authorized to make this certification on behalf of the Respondent, and its owners, directors, and officers.

\_\_\_\_\_  
Name and Title/Position of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Respondent/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

**ATTACHMENT E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION  
(IF APPLICABLE)**

## ATTACHMENT F: SELF-CERTIFICATION ELIGIBILITY WORKSHEET



# Safe Streets and Roads for All Self-Certification Eligibility Worksheet

Applicants should follow the instructions in the NOFO to correctly apply for a grant. See the [SS4A website](#) for more information.

**Instructions:** The purpose of this worksheet is to determine whether an applicant's existing plan(s) is substantially similar to an Action Plan for purposes of applying for an Implementation Grant or to conduct Supplemental Planning/Demonstration Activities only. Use of this worksheet is required. Applicants should not adjust the formatting or headings of the worksheet.

For each question below, answer "yes" or "no." If "yes," cite the specific page in your existing Action Plan or other plan(s) that corroborate your response, or cite and provide other supporting documentation separately.

An applicant is eligible to apply for an Action Plan Grant that funds supplemental action plan activities, or an Implementation Grant, only if the following two conditions are met:

- Answer "yes" to Questions **3 7 9**
- Answer "yes" to at least four of the six remaining Questions **1 2 4 5 6 8**

If both conditions are *not met*, an applicant is still eligible to apply for an Action Plan Grant that funds creation of a new Action Plan.

Lead Applicant:

UEI:

**1 Are both of the following true?**

YES  NO  
If yes, provide documentation:

- Did a high-ranking official and/or governing body in the jurisdiction publicly commit to an eventual goal of zero roadway fatalities and serious injuries?
- Did the commitment include either setting a target date to reach zero, OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date?

**2 To develop the Action Plan, was a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring?**

YES  NO  
If yes, provide documentation:

**3 Does the Action Plan include all of the following?**

YES  NO  
If yes, provide documentation:

- Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region;
- Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types;
- Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users; and,
- A geospatial identification (geographic or locational data using maps) of higher risk locations.





**4 Did the Action Plan development include all of the following activities?**

YES  NO

If yes, provide documentation:

- Engagement with the public and relevant stakeholders, including the private sector and community groups;
- Incorporation of information received from the engagement and collaboration into the plan; and
- Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate.

**5 Did the Action Plan development include all of the following?**

YES  NO

If yes, provide documentation:

- Considerations of equity using inclusive and representative processes;
- The identification of underserved communities through data; and
- Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics.

**6 Are both of the following true?**

YES  NO

If yes, provide documentation:

- The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and
- The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.

**7 Does the plan identify a comprehensive set of projects and strategies to address the safety problems in the Action Plan, time ranges when projects and strategies will be deployed, and explain project prioritization criteria?**

YES  NO

If yes, provide documentation:

**8 Does the plan include all of the following?**

YES  NO

If yes, provide documentation:

- A description of how progress will be measured over time that includes, at a minimum, outcome data.
- The plan is posted publicly online.

**9 Was the plan finalized and/or last updated between 2018 and June 2023?**

YES  NO

If yes, provide documentation:

