

The Auditor of State is requesting proposals for:

**PROFESSIONAL SERVICES FOR
TECHNICAL ASSISTANCE AND SUBJECT
MATTER EXPERTISE WORK ON A
PERFORMANCE AUDIT OF THE OHIO
DEPARTMENT OF TRANSPORTATION**

RFP Reference Number: AOS 2019-002

DATE ISSUED December 3, 2019
INQUIRY PERIOD BEGINS December 3, 2019
INQUIRY PERIOD ENDS January 7, 2020
PROPOSAL DUE DATE January 9, 2020

Submission of Proposals

Responses must be submitted electronically by uploading the response materials (in PDF format) and Budget Workbook (in Excel format) to <https://ohioauditor.gov/Procurement/>. The responses must be received no later than 4:00 p.m. EST, on January 9, 2020.

OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street
Columbus, Ohio 43215

(800) 282-0370

December 3, 2019

The Auditor of State (AOS) is soliciting proposals from qualified firms (vendor) to perform technical work and provide subject matter expertise on a performance audit of the Ohio Department of Transportation's management and maintenance of certain aspects of the highway system. Attached please find a copy of the Request for Proposal (RFP) for this work.

Responses must be submitted electronically by uploading the response materials (in PDF format) and Budget Workbook (in Excel format) to <https://ohioauditor.gov/Procurement/>. The responses must be received no later than 4:00 p.m. EST, on January 9, 2020.

The anticipated project timeline is as follows:

RFP Issued:	December 3, 2019
Inquiry Period:	December 3 to January 7, 2020
Vendor Teleconference:	December 19, 2019
Proposal Due Date:	January 9, 2020
Technical Evaluation Period Begins:	January 10, 2020
Oral Presentations:	January 22 and 23, 2020
Apparent Successful Vendor:	January 24, 2020 (announced)
Contract Award:	TBD.
Commence Work:	Upon award of contract, subject to the approval of the State Controlling Board and on or after the date of the AOS approved purchase order
Deliverables Due Date:	September 30, 2020

See Part One, Calendar of Events and Project Timetable for more information.

Please direct questions to performance@ohioauditor.gov.

Vendors may view all inquiries and responses by accessing the AOS Bids Management Web Page at: <https://ohioauditor.gov/Procurement/>. See Part Three, Inquiries for more information.

Sincerely,

A handwritten signature in blue ink that reads "Keith Faber".

KEITH FABER
Auditor of State

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Part One: Executive Summary

A. Purpose

To ensure that the Ohio Department of Transportation (ODOT) is serving the taxpayers of Ohio in the most efficient and effective manner possible, the AOS is soliciting proposals from qualified vendors to provide technical assistance and subject matter expertise as part of a performance audit of the ODOT's highway management and maintenance practices. The technical assistance work solicited will focus primarily on an evaluation of ODOT's pavement management program, bridge program, and highway maintenance program in relation to nationally recognized practices. AOS will include additional scope areas and publicly release the final performance audit report. The audit will be conducted under General Accepted Governmental Audit Standards (GAGAS). As such, all work performed by the vendor must be documented in a manner such that the AOS can comply with GAGAS in finalizing the research, recommendations and report.

The deadline for final deliverables from this engagement is September 30, 2020. This Request for Proposals (RFP) document is released by AOS.

B. Organization Background and Overview

The AOS has statutory authority to conduct performance audits of state agencies each biennium. In FYE 2019, AOS was directed, in the transportation budget (HB 62 of the 133rd General Assembly), to conduct a performance audit of the Ohio Department of Transportation. Because of the nature of the questions posed in the transportation budget, AOS determined that it would use a two-phase audit approach. The first phase of the audit is on-going and all work is being conducted by AOS staff. This RFP is seeking work to assist AOS for the second phase of the audit. The second phase of the audit is intended to look at various areas of core operations—those types of activities that directly support ODOT's mission and goals. The second phase of the audit will include an evaluation and, where appropriate recommendations for improved performance, in several of ODOT's areas of high investment of taxpayer resources: pavement management, bridge maintenance and highway maintenance.

A performance audit is defined as an independent examination of a program, function, operation or the management systems and procedures of a governmental to assess whether the entity is achieving economy, efficiency, and effectiveness in the employment of available resources. Examining how ODOT performs in high expenditure areas will help inform decision-makers at the state level on the efficiency and effectiveness of ODOT's programs and policies in achieving the goals of the State.

AOS is seeking proposals from qualified vendors to provide professional expertise to support the AOS in the conduct of a performance audit of ODOT's highway systems management practices. The performance audit will be conducted by the AOS but the selected vendor shall provide technical assistance in the areas of pavement management, bridge management, and highway maintenance. Highway maintenance will include for this scope of work the management of assets or practices such as drainage maintenance, pavement markings, signs, protective barrier, shoulders, pavement patching and crack sealing, vegetative control, and litter collection. Snow and ice operations are not included in this scope of work.

C. Goals and Objectives of this RFP

The objectives of this RFP are to obtain technical services from a vendor with expertise in highway systems management, including pavement and bridge maintenance and management and highway asset management. Specific objectives of the project are as follows:

1. Determine if ODOT applies nationally recognized asset management practices in the management of its pavements, bridges, and roadway assets. For the purposes of this performance audit, the Federal Highway Administration's (FHWA) definition of transportation asset management will be used which is, "Asset management means a strategic and systematic process of operating, maintaining, and improving physical assets, with a focus on both engineering and economic analysis based upon quality information, to identify a structured sequence of maintenance, preservation, repair, rehabilitation, and replacement actions that will achieve and sustain a desired state of good repair over the life cycle of the assets at minimum practicable cost."
2. Determine the extent to which ODOT's asset management plans and policies are put into effect and influence the programming of projects, the selection of treatment options, the allocation of funds, the conduct of maintenance activities, and the measurement of performance by the central office divisions and the 12 districts.

D. Calendar of Events and Project Timetable

The schedule for the project is given below and is subject to change in the best interest of AOS and/or to comply with the State of Ohio regulations. AOS may change the schedule at any time. If AOS changes the schedule before the proposal due date, it will do so through an announcement on the AOS Bids Management Web Page, <https://ohioauditor.gov/Procurement/>. Any extensions of the Proposal Due Date/Time will be published on this website as a formal RFP amendment. It is each vendor's responsibility

to check the website for this RFP for current information regarding this RFP and its calendar of events through the award of the contract. No contract shall be made with the AOS until the apparent successful vendor is identified, negotiations are completed, and the contract award is announced.

	<u>Dates</u>
RFP Issued:	December 3, 2019
Inquiry Period:	December 3 to January 7, 2020
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Deliverables Due Date:	September 30, 2020

Responses must be submitted electronically by uploading the response materials (in PDF format) and Budget Workbook (in Excel format) to <https://ohioauditor.gov/Procurement/>. **The responses must be received no later than 4:00 p.m. EST, on January 9, 2020.** A responding vendor bears full responsibility for the timely submission of its response at the prescribed location. **Late submissions will not be considered.**

Additional materials received after the submission deadline date may not be added to previous submissions and may not be considered. Submission of a proposal indicates acceptance by the vendor of the terms conditions contained in the RFP, unless clearly noted in the proposal submitted and confirmed by subsequent agreement between AOS and the vendor selected.

E. Vendor Teleconference

The AOS will hold a non-mandatory vendor teleconference on Thursday, December 19, 2019 at 2:00 to 3:00 p.m. EST. The teleconference is open to all interested vendors. The teleconference will be conducted to discuss the requirements, terms and conditions, specifications, and any other aspect of the RFP. Conference call number and other information regarding the teleconference will be posted on the AOS Bids Management Web Page prior the start of the teleconference. It is the responsibility of the potential vendor to check for information and relevant updates.

Part Two: Scope of Work and Deliverables

A. Overview

The selected vendor shall assist the AOS' team in conducting discrete areas of the performance audit. All phases of the audit will be overseen and managed by AOS.

Work shall begin after approval by State Controlling Board of the contract between AOS and the successful vendor, and on or after the date of the AOS approved purchase order. Work shall begin upon approval by State Controlling Board. Work shall be completed no later than September 30, 2020. AOS will facilitate the vendor obtaining records from ODOT in a timely manner in order to support the schedule included in this RFP. Presentation of technical briefs shall be made to AOS intermittently throughout the term of engagement.

Interviews with ODOT shall be coordinated with the AOS staff. AOS designated staff should be copied on all letter and email correspondence between vendor and ODOT. The final report will be a product of the AOS and will be produced in accordance with Generally Accepted Government Auditing Standards. The role of the selected vendor shall be to:

- Provide expertise in the areas of pavement and bridge management, and highway maintenance
- Acquire and analyze data
- Evaluate practices and the condition of infrastructure
- Suggest best practice standards and peer states for comparison to ODOT practices and conditions
- Take notes and suggest interview questions, participate in interviews of ODOT staff
- Produce acceptable documentation for the purposes of the audit
- Produce interim and final technical documents that shall support the final audit report.

The following elaborates upon the four main tasks required for the vendor to produce the four deliverables.

B. Tasks and Deliverables

1. **Develop a Work Plan**-Vendor will be required to develop within 21 calendar days of contract authorization a project work plan to achieve the objectives and deliverables of the project that includes at least the following for each subject area

of analysis (pavements, bridges, and maintenance):

- a. The ODOT performance data to be reviewed
 - b. The offices, work units, positions, or individuals to be interviewed
 - c. The types of questions to be asked for pavement management, bridge management, and maintenance management
 - d. Peer states to whom ODOT practices will be compared
 - e. The best practice guides or standards against which ODOT practices will be compared such as the AASHTO asset management guide
 - f. The vendor's approach to verify that ODOT's asset management plans and policies are put into effect so that assets are managed for a reasonable life cycle cost and to achieve the agency's performance targets and objectives
 - g. A schedule for all tasks
 - h. A communication plan for AOS/Vendor communication
 - i. A communication plan for external communication between vendor and ODOT, as well as any peer groups or groups with industry benchmarks
- i. **For Subject Area 1.1 Pavements**, the Work Plan tasks shall include at a minimum

The vendor shall assist AOS in the following:

- a. Documenting the trend line lines of pavement expenditures for the past 10 years and correlate those expenditures to ODOT pavement conditions. Conclusions as to the trend lines of conditions must be summarized by the vendor including:
 1. How the conditions break down by ODOT district and by major pavement distress to develop "granularity" and insight into how pavement conditions vary across the 12 districts
- b. The vendor shall review pavement conditions using a minimum of two sets of metrics to include the following: ODOT's internal metrics that include a composite Pavement Condition Rating, and the four pavement performance measures as described in 23 CFR 490 which are the International Roughness Index (IRI), cracking, rutting, and faulting. Description of conditions based upon the 23 CFR 490 measures will be limited to 2018 and 2019.
- c. The selected vendor shall propose a group of selected peer states, to be agreed-upon by AOS, and compare their pavement conditions to ODOT's. Peer states must be selected based upon factors such as climate, truck volumes, and population and other factors suggested by the vendor. Because state performance measures differ, the vendor shall compare ODOT pavement conditions to the peer states using 2018 and 2019 data based upon the 23 CFR 490 measures, and the peer states internal measures from the preceding 10 years, if available.
- d. The vendor shall participate in interviews managed by AOS of ODOT staff and assist with review of ODOT's forecasts of future pavement conditions and evaluate them based upon best practices such as FHWA's guidance, Using a Life Cycle Planning Process to Support Asset Management, Final Document,

November, 2017, the AASHTO Pavement Management Guide, and other similar definitive sources to be suggested by the vendor.

- e. The vendor shall compare with AOS ODOT's pavement modeling and pavement-condition forecasting to the practices seen in the peer states.
 - f. The vendor shall assist in comparing and contrasting the processes used by ODOT to forecast pavement conditions by comparing ODOT's processes to peer states and recommended national practice in terms of:
 - 1. Data collection
 - 2. Pavement deterioration curve development
 - 3. Unit cost estimation, and
 - 4. Treatment recommendation
 - g. The vendor shall support AOS in the review and evaluation of ODOT's selection of pavement projects and pavement treatments on individual pavement sections by:
 - 1. Examining ODOT's guidance to its districts on how to manage pavements based upon their conditions, traffic volumes, and predicted performance
 - 2. Review ODOT's 2019 transportation asset management plan and determine if the pavement management strategies expressed in that document are being applied uniformly across ODOT's 12 districts.
 - 3. Compare the pavement conditions and trend lines between ODOT's 12 districts and determine if ODOT is applying national industry standards to the management of pavements based upon the disparate conditions in the 12 districts. In other words, do the pavement treatments in each district address the pavement distresses and conditions in each district to achieve a lowest practical life cycle cost?
 - h. The vendor shall assist AOS in the review of how ODOT matches its financial sources such as State and Federal funds or bonds to the pavement needs. Issues to be examined could include:
 - 1. How, if at all, are bond funds or other types of financing used to support the long-term life cycle management of high-cost treatments such as pavement replacements?
 - 2. How are other funds matched appropriately to needs, such as the use of State funds for activities not eligible for Federal funding?
- ii. **For Subject Area 1.2 Bridges**, the Work Plan tasks shall include at a minimum:
The vendor shall assist AOS by:
- a. Documenting the trend line of expenditures for the past 10 years and correlate those expenditures to ODOT's bridge conditions, based upon data from ODOT's submission to the National Bridge Inventory (NBI.) Conclusions as to the trend lines of conditions must be summarized by the vendor including:
 - 1. By each ODOT district and by the bridge component categories of deck, substructure, superstructure, and culverts as defined by the NBI.

2. Also, because ODOT has a culvert inventory for non-NBI culverts under 20 feet in length the trend lines for those smaller culverts also will be reviewed by year and by district for the preceding decade
 3. The vendor shall identify a set of peer states for comparison of the peer state bridge and culvert conditions, and trend lines, to ODOT's.
 4. The vendor shall compare bridge spending and resulting conditions by the peer states to ODOT's bridge and culvert spending and the resulting conditions. The assessment shall provide answers to basic questions such as: Based on the total square feet of bridge area in Ohio compared to the peer states how does ODOT's spending and conditions compare to the peer states'?
 5. The vendor shall review ODOT's bridge condition forecasting process and compare it to the peer states' forecasting processes and examine issues such as: Does ODOT have a strategy to comply with the bridge management system requirements of 23 CFR 515.17 which enumerates the six required functions of a management system?
- b. The vendor shall review the ODOT bridge management oversight functions to determine if the ODOT districts consistently apply the bridge management treatments, preservation activities, maintenance actions, and functions as described in the:
 1. 2018 and 2019 ODOT transportation asset management plan
 2. The online ODOT Bridge Maintenance Manual Preventive Maintenance/Repair Guidelines for Bridges and Culverts
 3. The FHWA Bridge Preservation Guide, 2018
 4. Or other good-practice bridge preservation and maintenance guidelines such as the AASHTO Maintenance Manual for Roadways and Bridges
 - c. The vendor shall assist AOS in summarizing ODOT's practices to assess if ODOT is providing the resources, training, and oversight of the districts to ensure that industry practices to manage bridges for the lowest practical life cycle cost are in place and functioning.
 - d. The vendor shall examine with AOS ODOT's programming practices for its cohort of "major bridges," (excluding the Brent Spence Bridge) or the large structures that create inordinate costs for the bridge program. The vendor shall examine issues such as:
 1. Is ODOT identifying these large structures and developing management strategies and financing plans to ensure they remain in acceptable condition?
 - e. The vendor shall assist AOS in the review of how ODOT matches its financial sources such as State and Federal funds or bonds to bridge needs. Issues to be examined could include:
 1. How, if at all, are bond funds or other types of financing used to support the long-term life cycle management of high-cost projects such as the

replacement of large structures?

2. How are other funds matched appropriately to needs, such as the use of State funds for activities not eligible for Federal funding?

- iii. **For Subject Area 1.3 Maintenance Management**, the Work Plan tasks shall include at a minimum:

The vendor shall assist AOS in the:

- a. Review of ODOT maintenance management governance structure, objectives, performance measures, resource allocation, and its oversight of districts and compare them to:
 1. Best practices of the peer states
 2. Good practice as defined in the
 - i. The AASHTO Maintenance Manual for Roadways and Bridges
 - ii. Peer state maintenance manuals, and
 - iii. The extent to which ODOT's Maintenance and Operations Manual is being applied uniformly in ODOT's 12 districts
- b. Review the collection and analysis of condition data for the following roadway assets or functions:
 1. Drainage maintenance
 2. Pavement markings
 3. Signs
 4. Protective barrier
 5. Shoulders
 6. Pavement patching and crack sealing
 7. Vegetative control
 8. Litter collection.

Note: Snow and ice operations are not included in this scope of work.
- c. The vendor shall, in collaboration with AOS, review ODOT's process for:
 1. Setting maintenance targets
 2. Allocating maintenance resources of money, equipment, material, staff, and maintenance contracts and how they are linked to performance objectives
 3. Using an effective feedback loop to ensure that maintenance performance objectives are achieved for reasonable costs and with continuous improvement.

2. **Provide Brief Memos at Logical Points in the Analysis**-the elements of Task 2 shall be conducted throughout the interviews and analysis. At logical points in the analysis, and as agreed upon by the AOS after receipt of the work plan (Task 1), the vendor shall provide brief memos summarizing the findings to leave a record of decision making for the later interim and final reports. These memos shall include information such as but not limited to:

- a. the persons interviewed and or what data were analyzed
- b. the steps documented in the process that was discussed
- c. the basis for the process, whether based on ODOT procedures or national guides or standards
- d. the asset conditions or performance results documented
- e. initial suggestions for improvement in the process, data, analysis, or condition results.

The vendor shall achieve several objectives with the memos:

- Memorialize the analysis
- Provide AOS with initial findings
- Raise questions or concerns that could affect the project objective
- Document progress

At least at the end of each month, the vendor shall produce one brief memo summarizing progress, identifying impediments, if any, and anticipating the remaining steps necessary to meet the project objective and schedule. The memos do not replace regularly scheduled progress meetings with the AOS or any other part of the communication plan.

3. Produce Three Draft Technical Memoranda

By August 30, 2020, the vendor shall produce three draft technical memoranda summarizing the findings. One memorandum each shall be produced for pavement management, bridge management, and maintenance activities. In each memorandum, any complementary findings should be noted, such as whether enhanced or additional maintenance activities could improve the life cycle performance of bridges or pavements. Concurrently, could different or enhanced bridge or pavement treatments reduce the need for maintenance activities and incurrence of maintenance costs.

Each memorandum shall include an executive summary which summarizes with minimal technical language the findings. Technical documentation, spreadsheets, lengthy tables and other such materials can be included as attachments. The Task 2 memos shall not be included verbatim in the Technical Memoranda but a summary of the process and findings shall be included in the body of the Technical Memoranda.

The Technical Memoranda shall be written to be useful to a reasonably informed reader and shall summarize the findings in clear, understandable, succinct language. Necessary technical terminology shall be explained with a glossary or similar mechanism.

The draft technical memoranda shall summarize:

1. A comparison of ODOT pavement management practices compared to nationally recognized best practices and peer states practices and results.
2. A comparison of ODOT bridge management practices compared to nationally recognized best practices and peer states practices and results.
3. A comparison of ODOT roadway maintenance practices compared to nationally recognized best practices and peer states practices and results.
4. Included in each of the three draft technical memoranda shall be recommendations for how ODOT's practices could be improved, or borrow from national best practices, to achieve its performance objectives for a reasonable life cycle cost.
5. Recommendations for what standing reports could be produced that would provide stakeholders such as the Ohio General Assembly or the public with assurance that ODOT is continuing to use best management practices to reduce the life cycle cost of its highway assets.

The vendor can anticipate comments from AOS within 15 days of submittal of the Task 3 memoranda.

4. Produce Three Final Technical Memoranda Incorporating AOS' Comments

By September 30, 2020, the vendor shall produce a final set of the three technical memoranda incorporating comments from the AOS. The final technical memoranda shall include the format and content described in Task 3 but must address comments provided by AOS.

Part Three: Inquiries

Potential vendors may ask clarifying questions regarding this RFP during the Inquiry Period as outlined in the Calendar of Events and Project Timeline. To ask a question, potential vendors must submit the question to the following e-mail address:

performance@ohioauditor.gov

Questions are limited to those that seek clarification of this RFP. The question must reference the relevant portion of the RFP, including the Part and the number and/or Part section/subsection title, and must identify the originator of the question. AOS may as its option, disregard any questions that do not appropriately reference the RFP, that do not include identification of the originator of the question, or that do not ask a clarifying question in the AOS's opinion. AOS will not respond to any questions received after 4:00

p.m. on the date that the inquiry period closes.

Vendors will not receive a personalized e-mail response to its question nor will they receive notification when the question has been answered. AOS will attempt to respond to all inquiries within two business days.

Vendors may view all inquiries that the AOS responded to and responses by visiting the AOS Bids Management Web Page at:

<https://ohioauditor.gov/Procurement/>

It is the responsibility of all potential vendors to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding this RFP.

After the inquiry period has concluded, all of the questions and responses on the AOS Bids Management Web Page will comprise of the final AOS Question and Answer Document for the RFP. This document will be posted to the AOS Bids Management Web Page, and when possible, an interim version may be posted. AOS strongly encourages vendors to take into account any information communicated by AOS in this document.

Part Four: Submission Requirements and Format

To be considered for this RFP, vendor's proposal (Proposal) **must** include all of the information in this Submission Requirements and Format Part. **Failure to provide each of the specific submission requirements described below will disqualify vendor from evaluation of this RFP and the Proposal will not be considered.** All materials, except for the Budget Workbook, should be formatted to print on a 8.5 by 11 inch paper, submitted in PDF format, with 1 inch margins and typefaces no less than 11 point. No marketing materials shall be included nor shall be reviewed.

A. Response Submission Information

- i. Cover letter
- ii. Vendor must provide who the response was submitted by. Include the vendor name and desired single point of contact with name, title, phone number and e-mail address.
- iii. Vendor must provide a table of contents that explicitly identifies the corresponding section it is responding to under this part. The table of contents must include page numbers.

B. Project Approach

- i. Vendor must provide the following in 25 pages or less:
 - a. A description of its approach and methodology for conducting the work requested described in the scope of work established in Part Two of this RFP. Vendors are encouraged to suggest additional tasks, deliverables, or approaches to achieve the objective of this project. Vendors can suggest additions or alternatives to these four tasks, and the subtasks, but if the vendor does so, the vendor must clearly explain the merits of the alternative approach and how it meets the intended objectives of the audit as described in the goals and objectives of this RFP.
 - b. Vendor must, based on its methodology and approach, provide a list of deliverables that meets the scope of work and deliverables established in Part Two of this RFP. The list should include a description that would be produced for this engagement and the number of work hours assigned to each deliverable.
- ii. Vendor must provide a Gantt chart of timeline and proposed milestones and communication plan.

C. Expertise and References

- i. Vendor must provide a description of its resource depth and breadth in the area of studies of state departments of transportation.
- ii. Vendor must discuss relevant partnerships or strategic relationships that add to its capability to deliver the requested auditing services.
- iii. Vendor must provide up to three relevant sample work products and deliverables. The sample work products should demonstrate documented experience in conducting performance evaluations, research analyses or performance audits of transportation agencies under the direction of the Federal Highway Administration (FHWA), state legislatures, statewide office holders or other departments of transportation. The work samples should also demonstrate documented experience with national standards and guidelines such as the Transportation Asset Management Guide by the American Association of State Highway and Transportation Officials, (AASHTO) the AASHTO Pavement Management Guide, 2nd Edition, the AASHTO Maintenance Manual for Roadways and Bridges, the FHWA Bridge Preservation Guide and other sources.
- iv. Vendor must provide up to five appropriate references with whom the vendor has work with in the last five years, please include current contact information.
- v. Vendor must demonstrate that its staff has more than 10 years of experience in highway engineering, planning, performance evaluation, or management.

- vi. Vendor must provide a description of the systems and processes used to produce a detailed schedule and continuous tracking of the deliverables.

D. Proposed Resources

- i. Vendor must describe the team roles that you would propose to staff the work. Give a description of the functions each team member would perform, and their experience related to those functions.
- ii. Vendor must identify the designated Engagement Manager and provide the following: references regarding the performance of the Engagement Manager, educational background, and related experience for the Engagement Manager that demonstrate the technical expertise and experience to conduct an audit engagement of the scope being requested (Resume Required, please limit resume to three pages).
- iii. Vendor must identify the designated senior staff member(s) who will be directing the work for the three areas of work: Pavement, Bridge, and Highway Maintenance; and provide the following: references regarding the performance of the senior staff member(s), educational background, and related experience for the that demonstrates his/her technical expertise and experience to conduct an audit engagement of the scope being requested (Resume Required, please limit each resume to three pages).
- iv. Vendor must complete and submit the Budget Workbook as a description of the allocations of staff resources and their estimated number of hours assigned to each team member to deliver the work. Please refer to Part Two, scope of work when completing the workbook. The Budget Workbook may be found as a link on <https://ohioauditor.gov/Procurement/>.

E. Proposal of Costs

Vendors are to propose their firm, fixed, all-inclusive cost for completion of the requested work. The proposed price is to represent the entire cost the vendor offers for the full and successful completion of the engagement. The proposed cost for the deliverables to be provided under the resulting agreement will be the vendor's total cost for the successful completion of the work described in the RFP.

The cost proposal shall be submitted in the Budget Workbook next to the corresponding line for "Total Proposal Cost", which is the last line of the workbook. The Budget Workbook may be found as a link on <https://ohioauditor.gov/Procurement/>.

Vendors are to use their business expertise in pricing the work described in this RFP, taking

into consideration any intervening steps or activities that must be performed in order to complete the work, and offer their costs accordingly, even if AOS does not explicitly identify those intervening costs in this RFP. AOS will not be liable for any costs the Vendor does not identify in its Proposal.

Please note that the *estimated budget* of completing the work requested in this RFP is \$600,000 (six hundred thousand dollars). The estimated budget should be used as a general guide and not be considered as a maximum or minimum limit by the vendor in preparing its proposal of cost.

F. Forms and Certifications

- i. Vendor must complete the certification page (Attachment 1) and it must be signed by a person authorized to legally bind the vendor.
- ii. Vendor must list any current contracts the vendor has with AOS or ODOT. The list must include the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed. If this request is not applicable to the vendor, vendor should state this in its Proposal.
- iii. Submission of a Proposal indicates acceptance by the vendor of conditions contained in the RFP, **unless clearly noted in the proposal submitted** and confirmed by agreement between AOS and the vendor selected.

G. Presence in Ohio

Vendor must indicate if it does or does not have a physical presence in the State of Ohio.

Reservation of Rights: The AOS, may in its discretion, cancel, reissue or reject all responses to this RFP, in whole or in part for any reason. Such action may occur when any and all Proposals, when the service offered is not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP, the pricing offered is considered to be excessive in comparison with existing market conditions or exceeds the available funds of the AOS, or it is determined that award of a contract would not be in the best interest of the state. The AOS reserves the right to reject any and all proposals where the vendor takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP.

Part Five: Evaluation of Proposals

A. Selection Committee Established

All Proposals that pass the initial review below will be evaluated by an AOS internal selection committee. The selection committee reserves the right to reject, in whole or in part, any and all Proposals; and reject Proposals that are incomplete.

B. Review of Proposals

i. Initial Review of Proposals by AOS

AOS may reject any Proposals submitted that were incomplete, not timely, or do not meet the formatting or specific requirements listed herein. AOS may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public.

ii. Evaluation Review of Proposals by Selection Committee

Proposals that pass the initial review will be distributed to selection committee members. The selection committee will rate the Proposals submitted in response to this RFP as identified in the Criteria section below. The selection committee has a right to break the technical - proposal criteria into components and weigh any components of a criterion according to their perceived importance. The selection committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various AOS personnel with technical or professional experience that relates to the work or to a criterion in the evaluation process. The selection committee may also seek reviews of end users of the work. In seeking such reviews, evaluations, and advice, the selection committee will first decide how to incorporate the results in the scoring of the Proposals. The selection committee may adopt or reject any recommendations it receives from such reviews and evaluations. During the selection process, AOS may request clarifications from any vendor under active consideration and may give any vendor the opportunity to correct defects in its Proposal if AOS believes doing so does not result in an unfair advantage for the vendor and it is in the State's best interests. Any clarification response that is broader in scope than what AOS has requested may result in the vendor's proposal being disqualified.

When the selection committee review has concluded, the evaluation will result in a point total being calculated for each Proposal based on the combined total points of the cost proposal and the technical proposal.

iii. Oral Presentation

The selection committee has the option to skip this step in its entirety. When the selection committee's review has concluded, all Proposals will be ranked based on

the combined total points of the cost proposal and technical proposal. The selection committee may, at its discretion, decide to conduct oral presentation(s). If the selection committee decides to conduct oral presentations, no more than three selected vendors with the highest total combined points will be requested to provide an oral presentation of their Proposals to AOS representatives. The key vendor personnel assigned to this audit engagement is preferred to present and the vendor has the option to include a contracting officer, partner, senior executive or legal authority in the presentations and discussion. The presentation will not last longer than 60 minutes with no more than an additional 30 minutes (90 minutes total) for AOS representatives to ask clarifying questions about the presentation.

In the event that the selection committee holds one or more oral presentation, the selection committee shall meet again to determine the final score for each of the Proposal(s) that participated in the oral presentation. The final score shall result in a point total being calculated based on the combined total points of the cost proposal, technical proposal, and oral presentation.

C. Criteria

Proposals will be evaluated using the following sets of criteria: technical proposals, cost proposals, and if applicable, oral presentations.

Criteria	Maximum Available Points
<p>Proposal – Technical</p> <ul style="list-style-type: none"> • <u>Project Approach</u> Max points - 45 • <u>Expertise and References</u> Max points – 24 • <u>Proposed Resources</u> Max points – 16 <ul style="list-style-type: none"> ○ The “Total Proposal Cost” submitted in Budget Workbook will <i>not</i> be evaluated under this Section. 	85 Points
<p>Proposal – Cost</p> <ul style="list-style-type: none"> • AOS will calculate the cost points using the following method: <p>Cost points = (lowest vendor’s cost/vendor’s cost) x Maximum Available Cost Points (20)</p> <ul style="list-style-type: none"> • The maximum of 20 points will be assigned to the vendor offering the lowest total all-inclusive fixed fee. • Only the “Total Proposal Cost” submitted in the Budget Workbook will be evaluated in this Section. 	20 Points
Total Possible Points	105 Points
Oral Presentation (if applicable)	10 Points
Total Possible Points with Oral Presentation (if applicable)	115 Points

D. Identification of Apparent Successful Vendor

Notice of the apparent successful vendor, will be made on January 24, 2020. Notice of the apparent successful vendor will be posted on AOS Bids Management Web Page and notice will be sent to the apparent successful vendor by a letter that is sent via email.

E. Negotiations

The AOS and the apparent successful vendor may engage in contract negotiations. Engaging in contract negotiations with apparent successful vendor does not guarantee the outcome of a final, fully executed contract; and contract negotiations may fail. The AOS may cease contract negotiations at any point and return to a prior step in the RFP process, or cancel the RFP issuance if in the best interest of the AOS.

In addition to the information provided in Part Six (A), the AOS reserves the right to conduct negotiations with one or more vendors at any point during the RFP review process as outlined in this Part. Vendors may negotiate only the specific aspects of the RFP that the AOS, in its sole discretion, selects for negotiation. Negotiated terms may include, in the AOS's sole discretion, compensation, though compensation will not be the sole factor in determining an award. The specific deliverables expected for this RFP may be determined during Statement of Work negotiations.

F. Contract Award

If AOS awards a contract under this RFP, notice of the Contract Award will be posted on AOS Bids Management Web Page and notice will be sent to the awarded vendor by a letter that is sent via email.

Part Six: RFP Process Information and Other Contractual Requirements and Considerations

A. AOS Terms and Conditions and Final Contract

- i. If this RFP results in a contract award, the contract will consist of this RFP including all attachments, written addenda to this RFP, the vendor's accepted Proposal and written authorization addenda to the vendor's Proposal; in addition to any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the contract. The general terms and conditions for the contract are contained in Attachment 2 of this RFP. Change orders and amendments

issued after the contract is executed may expressly change the provisions of the contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the contract.

- ii. AOS will not be liable for any costs incurred by a prospective vendor in responding to this RFP, regardless of whether the AOS awards a contract through this process, decides to cancel this RFP for any reason, or issues another RFP if it is deemed to be in the best interest of AOS to do so.

B. Trade Secrets Prohibition: Public Information Disclaimer

- i. Vendors are prohibited from including any trade secret information as defined in the ORC § 1333.61 in their proposals in response to this RFP. AOS shall consider all proposals or similar responses voluntarily submitted in response to this RFP to be free of trade secrets and such proposals shall, in their entirety, be made a part of public record.
- ii. All proposals and any other documents submitted to AOS in response to this RFP shall become property of AOS. This RFP and, after the Contract Award, any proposals submitted in response to an RFP are deemed to be public records pursuant to ORC § 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal, if opened, submitted by the selected vendor, and any attachments, addenda, appendices, or sample products.

C. Ethical and Conflict of Interest Requirements

- i. No vendor or individual, company or organization seeking a contract or other business agreement shall promise or give to any AOS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.
- ii. Any vendors acting on behalf of AOS shall refrain from activities which could result in violations of ethics and/or in conflicts of interest. Any vendor who violates the requirements and prohibitions defined here or of ORC § 102.04 of the ORC is subject to termination of the agreement or refusal by AOS to enter into one.
- iii. AOS employees and vendors who violate ORC §§ 102.03, 102.04, 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

D. Communication Restrictions and News Releases

- i. Formal communications by vendors to the AOS, which include requests for clarification and/or information concerning this RFP, must be submitted to the AOS via the email address provided in this RFP and will be published and shared

- with all of the vendors.
- ii. From the opening of the Proposals to the Contract Award, everyone working on behalf of the AOS to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other vendors, and the selection committee will not be permitted to tell one vendor about the contents of another vendor's Proposal in order to gain a negotiating advantage.
 - iii. Vendor must make no news releases pertaining to the award of this RFP without prior written approval by the AOS.

Attachments

Attachment 1

Certifications

(Must be completed by all responding vendors)

In addition to responding to the foregoing items, this vendor certifies that:

- A. The vendor's position as provider to AOS for the scope of services will not create any conflict of interest with ODOT or AOS for the vendor and any of its assigned personnel and it will promptly disclose to AOS any such conflict of interest if, as and when it arises and is known to the vendor.
- B. The vendor is an equal opportunity employer and does not discriminate against applicants or employees on the basis of race, creed, color, religion, sex, age, handicap, national origin, or ancestry.
- C. All of the assigned personnel by the vendor who are not United States citizens will have executed a valid I-9 form and have valid employment authorization documents.
- D. The vendor is not currently in violation of or under any investigation or review for a violation of any state or federal law or regulation that might have a material adverse impact on the vendor's ability to serve if selected.
- E. The vendor has read the RFP, understands it, and agrees to be bound to its requirements.
- F. If awarded a contract arising out of this RFP, the vendor must negotiate such contract in good faith, which contract must be in a form provided by the AOS.
- G. The vendor has familiarized itself with the ethics statutes governing state employees and appointees, including those concerning employment of former government employees, gifts, and lobbying.
- H. The vendor is registered to do business in the State of Ohio with the Ohio Secretary of State.
- I. The vendor is and will be during the period of this agreement in compliance with all applicable federal, State and local laws, including but not limited to the applicable provisions of the following for which it also makes the following related certifications:
 1. The Federal and Ohio Drug Free Workplace Acts. 41 U.S.C 701(a); ORC § 153.03. The vendor will make good faith efforts to ensure that all of its employees will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way while working on State property.
 2. State of Ohio Ethics, Campaign Financing, and Lobbying laws.
 3. The vendor is not subject to an "unresolved" finding for recovery under ORC § 9.24.
 4. The vendor is eligible for award of a contract by AOS pursuant to ORC §§ 125.11; 125.25; and 3517.13.

Vendor:

By:

Attachment 2

This Attachment 2 enumerates and defines the terms and conditions that any ensuing contractual relationship that the AOS may enter into with a prospective vendor. AOS and vendor constitute the “parties” as described in this Attachment 2.

I. Nature of Contract between Vendor and AOS

- A.** Vendor will act as an independent vendor, to fulfill the terms of this RFP and to act as an expert to the AOS. It is specifically understood that the nature of the services to be rendered under the RFP are of such a personal nature that the AOS is the sole judge of the adequacy of such services. The AOS thus reserves the right to cancel the agreement between the parties should he at any time be dissatisfied with vendor’s performance of its duties under this RFP.
- B.** The AOS enters into an agreement with vendor in reliance upon the representation of vendor that it has the necessary expertise and experience to perform its obligations hereunder, and vendor warrants that it does possess the necessary expertise and experience.
- C.** In the event of a cancellation of this RFP by AOS, vendor shall be paid for all services incurred up to the date of cancellation. All provisions of this RFP relating to “confidentiality” shall remain binding upon vendor in the event of cancellation.
- D.** It is fully understood and agreed that vendor is an independent contractor and is not an agent, servant, or employee of the AOS.

II. Termination or Suspension of Vendor’s Services

- A.** AOS may, at any time prior to the completion of services by the vendor under this RFP, suspend or terminate this RFP with or without cause by giving written notice to vendor.
- B.** Upon receipt of written notice to vendor to suspend or terminate this RFP, vendor shall immediately cease work on the suspended or terminated activities and take all necessary steps to minimize costs; and if requested by the AOS, vendor must furnish a report describing the status of the services.
- C.** Vendor shall be paid for services rendered up to the date vendor received notice of suspension or termination, less any payments previously made, provided vendor has supported such payment with detailed factual data containing hours worked and services performed. Vendor shall make no claim for additional compensation

against the AOS by reason of any suspension or termination.

- D.** At the date Deliverables are due as specified in Part Two of this RFP, and in the event this RFP is suspended or terminated prior to its completion, vendor, upon payment as specified, shall deliver to the AOS all work products as documents which have been prepared by vendor in the course of providing services under this RFP. All such materials shall become and remain the property of the AOS, to be used in such manner and for such purpose as the AOS may choose. Upon termination of the RFP by either party, all property belonging to the AOS and in the possession of the vendor shall be returned to the AOS prior to final payment to the vendor.

III. Relationship of Parties

AOS and vendor agree that, during the term of this RFP, vendor shall be engaged by the AOS solely on an independent contractor basis. Vendor will be responsible for all of its business expenses and responsibilities, including, but not limited to, computers, email and internet access, software, phone service and office space, employees' wages and salaries, insurance of every type and description, licenses, permits, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. While vendor shall be required to render services described hereunder for the AOS during the term of this RFP, nothing herein shall be construed to imply, by reason of vendor's engagement hereunder on an independent contractor basis, that the AOS shall have or may exercise any right of control over vendor with regard to the manner or method of its performance of services hereunder. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party. It is fully understood and agreed that neither vendor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the AOS or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement System (OPERS) benefits. Accordingly, no contributions will be made by the AOS to OPERS on behalf of the vendor.

IV. Auditing

During the performance of services required of vendor by this RFP and for a period of three (3) years after its completion, vendor shall maintain auditable records of all charges pertaining to this RFP and shall make such records available to the AOS as the AOS may reasonably require.

V. Vendor's Representations and Warranties

A. Nondiscrimination of Employment. Pursuant to ORC § 125.111, vendor agrees that vendor, any subcontractor, and any person acting on behalf of vendor or subcontractor, will not discriminate, by reason of race, creed, color, religion, sex, age, handicap, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this RFP. Vendor further agrees that vendor, any subcontractor, and any person acting on behalf of vendor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this RFP on account of race, creed, color, religion, sex, age, handicap, national origin, or ancestry. Vendor represents that vendor has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation, annually, with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services.

B. Ethics Laws. Vendor agrees to adhere to the requirements of Ohio Ethics Laws, Chapter 102 of the Ohio Revised Code. Vendor represents, warrants and certifies that it and its employees engaged in the administration or performance of this RFP are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Vendor further represents, warrants, and certifies that neither vendor nor any of its employees will do any act that is inconsistent with such laws. No personnel of vendor who exercise any functions or responsibilities in connection with the review or approval of this RFP or carrying out of any of the RFP shall, prior to the completion of the services, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to carrying out of the RFP. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this RFP, or who voluntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the AOS in writing. Thereafter, he or shall not participate in any action affecting the RFP unless the AOS shall determine in its sole discretion that, in lights of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

C. Drug-Free Work Place. Vendor shall comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of vendor's employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

D. Findings for Recovery. Vendor affirmatively represents and warrants to the AOS that Vendor or persons associated therewith either individually or in the form of another entity is not subject to a Finding for Recovery under ORC § 9.24, or that vendor and such

persons have taken the appropriate remedial steps required under ORC § 9.24 or otherwise qualifies under that section. Vendor agrees that if this representation and warranty is deemed false, the RFP shall be void *ab initio* as between the parties to this RFP, and any funds paid by AOS hereunder immediately shall be repaid to the AOS, or an action for recovery immediately may be commenced by the AOS for recovery of such funds.

E. Compliance with Laws. Vendor, in the execution of its duties and obligations under this RFP, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

F. Qualifications to do Business. Vendor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this RFP, Vendor, for any reason, becomes disqualified from conducting business in the State of Ohio, Vendor will immediately notify the AOS in writing and will immediately cease performance of work under this RFP.

G. Campaign Contributions. Vendor hereby certifies that neither vendor nor any of vendor's partners, officers, directors, or shareholders, nor the spouse of any such person, has made contributions, if applicable, to the Auditor in excess of the limitations specified in ORC § 3517.13.

H. Debarment. Vendor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC §§ 153.02 or 125.25.

I. Boycotting. Pursuant to ORC § 9.76(B), vendor warrants that vendor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this RFP.

VI. Subcontracting and Personnel

A. The Vendor may not enter into subcontracts for the services provided under this RFP without written approval from the AOS. All subcontract agreements must incorporate the terms and conditions of this RFP by reference.

B. Any changes to the Engagement Manager, or senior staff members assigned to manage the Pavement, Bridge, and Highway Maintenance work, must be mutually agreed-upon in writing by AOS and the vendor.

C. The Engagement Manager and senior staff members assigned to manage the Pavement, Bridge, and Maintenance work shall be the sole point of contact with the AOS.

IX. Confidentiality

Vendor shall not discuss or disclose any information or material obtained pursuant to its obligations under this RFP without the prior written consent of AOS.

X. Rights in Data and Copyright and Public Use

The AOS shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by vendor pursuant to this RFP. No such documents or other materials produced (in whole or in part) with funds provided to vendor by the AOS shall be subject to copyright by vendor in the United States or in any other country. Vendor agrees that all original works created under the RFP shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the AOS. Any requests for distribution received by vendor, such as requests for public records made pursuant to the Ohio Public Records Act, ORC § 149.43, et seq., shall be promptly referred to the AOS.

XV. Controlling Law

This RFP and the rights of the parties hereunder shall be governed by the laws of the State of Ohio. Jurisdiction is proper in a court of competent jurisdiction.

XVII. Liability

In no event shall either party be liable to the other party for punitive, multiple, enhanced, incidental, special, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages. Vendor shall bear all costs associated with defending the AOS and the State of Ohio against any claims. Vendor agrees to indemnify and to hold the AOS and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this RFP which are attributable to vendor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, their party agents or joint venturers while acting under this RFP. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights and trademarks.

XVIII. Certification of Funds

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this RFP shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, ORC § 126.07, have been complied with, and until such time as all necessary funds are available or

encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio. It is also expressly agreed by the parties that none of the rights, duties and obligations herein shall be binding on either party if award of this contract would be contrary to the terms of Section 127.16, Revised Code, or Chapter 102, Revised Code.

XIX. Travel Reimbursement

Vendor shall be reimbursed for the Vendor's reasonable, actual and necessary travel, lodging, and other travel-related expenses incurred in the performance of the work to the extent that such reimbursement is in the best interest of the state. Only travel expenses which are pre-approved by AOS will be reimbursed. Travel expenses shall be reimbursed under the same rules and conditions that apply to state employees under Ohio Adm. Code 126-1-02, pursuant to the Ohio Office of Budget and Management (OBM) Travel Policy. If it is not possible to follow the OBM Travel Policy, with prior approval of AOS, Vendor shall be reimbursed pursuant to the federal rates for reimbursement in the Continental United States (CONUS). Meals shall not be reimbursed unless overnight travel is both critical and essential.