



Invitation To Bid

Louisville/Jefferson Co Metro Government

Bid Number: 1984

Revision: 0
Date: 22-JAN-10

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:
Metro Purchasing Department
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 17-FEB-10

Description

- 1 A price contract for a portion of Louisville Metro Government's need for Professional Traffic Counting Services for a period of twelve (12) months, per the attached specifications.

Pre-Bid: 2/3/10
10:00 AM
Purchasing
611 W. Jefferson Street
Mezzanine Level
Louisville, KY 40202

DELIVERY TIME: _____
(# of days A.R.O.)

WE GUARANTEE all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

UNSIGNED BIDS WILL NOT BE CONSIDERED

FIRM NAME: Qk4
OFFICIAL'S SIGNATURE: *Tom Spitz*
ADDRESS: 815 W. Market St.
Suite 300
Louisville KY 40202
PHONE: 502-585-2222
DATE: February 17, 2010



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Standard Text

If the successful vendor agrees to extend the pricing for a twelve month period the Purchasing Department may purchase additional items from this bid by issuing a separate purchase order. The pricing and specifications for the new purchase shall be the same as those in the original bid and original purchase order.

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark as original) AND THREE BOUND COPIES. All three copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

All materials submitted in response to the solicitation document will become the property of Metro. One copy of a submitted proposal will be retained for official files and will become public record. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act, should not be included in the vendor's proposal, as it may be made available to the public.

If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.

RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to



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the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

Any Kentucky Public Procurement Agency will have the option of making purchases using this bid / contract by issuing a separate Purchase Order.

If you have any questions concerning the Purchasing Requirements of this solicitation, please call Teresa Burton at 502-574-6396.

All bidders are required to visit job site to completely familiarize themselves with all existing conditions, measurements, etc., and be responsible for same.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number and your Federal Tax Identification Number . If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 502-581-0406.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representing a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

PLEASE READ CAREFULLY

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

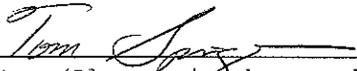
Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

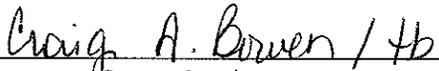
Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE


Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

Ok4
Company Name


Director of Purchasing

Contract Term:
Effective: 3/9/10
Expires: 3/8/11

Items Covered:
All: Bid 1984

See Attached: 

The Invitation for Bid and response will become part of the contract

LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently **\$9.00/hour for all full time employees.**

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name Qk4
Authorized Official(Print) Tom H. Springer, AICP, CEP
Signature of Authorized Official 
Title Associate Vice President
Date February 17, 2010

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

.....

Company: Qk4

Address: Street 815 W. Market St., Suite 300

City Louisville County Jefferson State KY Zip 40202

Revenue Commission Number:

Official: Tom H. Springer, AICP, CEP

Signature: Tom Springer Date: February 17, 2010

For purposes of determining the low bid or the best evaluated bid this preference cannot be combined or accumulated with any other Louisville-Jefferson County Metro Government Procurement Preference.

ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:

TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.

BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RFP. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!

| DIVISIONS OF WORK (BIDDER WILL STILL PERFORM) |
|---|
| |
| |
| |
| |
| |

Signature of Company Official: _____

Date: _____

Printed Name: _____

IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.



HUMAN RELATIONS COMMISSION
Carolyn Miller-Cooper, Executive Director

GOOD FAITH EFFORT ("GFE") REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBEs"):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)

FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)

FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS FAILING TO MEET THE MFHBE GOALS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 by Bidders who did not meet the MFHBE goals on GFE-1 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder who did not meet the MFHBE goals (as presented on GFE-1) shall submit Form GFE-2 with one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.
- **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)

FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD



Louisville Jefferson County
Metro Government

DEPARTMENT OF PUBLIC WORKS AND ASSETS

BID #1984

PROFESSIONAL TRAFFIC COUNTING SERVICES

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REQUEST FOR COMPETITIVE SEALED BIDS

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- IV. General Specifications**
- V. Evaluation Criteria**

SECTION I

INVITATION AND INSTRUCTION TO BIDDERS

- 1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for **Professional Traffic Counting Services**. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding. Sealed bids will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing until 3:00 PM, February 17, 2010, 611 West Jefferson Street, Mezzanine Level, Louisville, Kentucky, 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the 3PM deadline on Wednesday, February 17, 2010 will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bids shall be directed to:

Ms. Tammy Markert
Traffic Planning Supervisor
Department of Public Works & Assets
Traffic Control Division
City Hall, Room #10
601 West Jefferson Street
Louisville, KY 40202
502-574-3650

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this Competitive Sealed Bid (CSB). Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of ninety (90) days from the date of the bid opening.

Submitted bid shall be for a firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any change of the

contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. The only terms and conditions acceptable to Metro Government are as outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary Consultant is unable to perform. However, the primary Consultant shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Bid Opening: Sealed bids will be accepted in accordance with the instructions detailed in section 1.0. The bid opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

SECTION II
GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.
- 2.4 Bid Reservations: Metro Government reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. Metro Government may consider any alternative bid that meets its basic needs.
- 2.5 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of bids.
- 2.6 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by Metro Government prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid".
- 2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.
- 2.8 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or SubConsultant, has bribed or attempted to bribe an officer or employee of the Metro Government.
- 2.9 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid.
- 2.10 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.

2.11 Agreement to Bid Terms: In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids and agrees to the same. The successful Bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Bidder shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Bid.

2.12 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the Consultant's failure to perform its contractual duties.
- (2) If a Consultant is determined to be in default, Metro Government shall notify the Consultant of the determination in writing, and may include a specified date by which the Consultant shall cure the identified deficiencies. Metro Government may proceed with termination if the Consultant fails to cure the deficiencies within the specified time.
- (3) A default in performance by a Consultant for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the Consultant; or
 - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

2.13 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be

required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.

- 2.14 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.15 Authority to do Business: The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.
- 2.16 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.17 Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Bidder to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Consultant shall reveal any final determination of a violation by the Consultant or subConsultant with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Consultant or subConsultant. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the Consultant or subConsultant for the duration of the contract.

COMPETITIVE SEALED BID
SUBMITTED BY:

By signing below you are agreeing to all Louisville-Jefferson County Metro
Government Terms & Conditions that are a part of this Request for Bid.

Include this page in your response to this bid.

Firm: Qk4

By: Tom H. Springer

Title: Associate Vice President

E-Mail Address: tspringer@qk4.com

Address: 815 West Market Street, Suite 300
Louisville, KY 40202

Telephone: 502-585-2222

Fax: 502-581-0406

Date: February 17, 2010

Metro Louisville Revenue
Commission Number: ██████████

Federal ID Number: ██████████

Please include a copy of your W-9 with your submitted bid.

This must be submitted prior to the award of a contract.

I acknowledge receipt of the following Addendum:

Addendum #1: x

Addendum #2:

Addendum #3:

Any Additional Addendum (write in numbers):

Tom Springer
Vendor Signature (all items above have been read and completed)

SECTION III

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Purchasing Division, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division). The Consultant shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require Subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved Subcontractors) Commercial General Liability Policies:
 - 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
 - 1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

- 2. WORKERS' COMPENSATION (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - **\$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Purchasing Division shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government at least 30 days prior to the expiration of any policy(s).

- B. Certificates of Insurance as required above shall be furnished within five (5) days of the award of the bid by the Purchasing Division to the following:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

SECTION IV

GENERAL SPECIFICATIONS

PROFESSIONAL TRAFFIC COUNTING SERVICES

INTRODUCTION

Louisville Metro is soliciting bids from qualified consultants to provide professional traffic counting services. The contract will be for a contiguous twelve (12) hour, 7AM to 7PM Standard Manual Counts, as described in the Scope of Work section of this document. All manual traffic counts will include vehicle, bicycle, trucks and pedestrian counts data. Jamar traffic counters shall be provided by Louisville Metro, as well as office space and a computer to download the data. The office will be in the Traffic Engineering section location at 601 W. Jefferson Street, City Hall. Office space may only be used during the regular business hours of 8am to 5pm. The selected consultant may provide the count data electronically by a flash drive, zipped files or by e-mail.

This service had previously been performed with Louisville Metro personnel Monday through Thursday, averaging approximately 140 turning movement counts a year. A turning movement count consists of all allowable turning movements, including but not limited to free or uncontrolled right turn movement shall be counted, and will include trucks, bicycles and pedestrians. Single unit prices will be used in determining the total amount of the bids for the data collection. Louisville Metro shall have the right to purchase at the unit price, any quantity of traffic counts during a twelve (12) month period. All prices shall include delivery, applicable taxes, insurance, transportation, wages, management fees, managing the traffic count employees, support and documentation for providing the services defined in this bid document.

GENERAL DESCRIPTION OF SERVICES

The Consultant (hereinafter, "CONSULTANT") shall perform simultaneous vehicle, truck, bicycle and pedestrian traffic volume counts for a contiguous twelve (12) hour period, Monday through Thursday for various intersections as specified by Louisville Metro. CONSULTANT shall perform these services as set forth herein.

The Consultant shall provide a plan of action that includes (at a minimum):

- A designated project manager (with contact information)
- A description as to how the project will be invoiced (no less than 30 day increments for billing)
- Provide references

INTERSECTIONS IDENTIFIED FOR TRAFFIC COUNTS

On or before the Louisville Metro issues a Notice to Proceed, Louisville Metro shall provide the selected CONSULTANT with a count schedule for the first two weeks. From then on, a weekly schedule will be given at minimum, a week ahead.

- The PROJECT MANAGER of Louisville Metro Traffic Engineering (hereinafter, "MANAGER") as designated by the Director of Public Works and Assets may amend this designation for any intersection at any time prior to the performance of the traffic count at the intersection.

- The MANAGER, in the Manager's sole discretion, may add additional intersections to the intersection Lists at any time during the term of this agreement, (hereinafter, "AGREEMENT").
- The MANAGER, in the Manager's sole discretion, may delete or changed an intersection from the intersection Lists at any time during the term of this AGREEMENT by giving CONSULTANT not less than forty-eight (48) hours either oral or written notice prior to the scheduled day of the traffic count at the intersection to be deleted or changed.
- To assist CONSULTANT in performing the traffic counts, Louisville Metro shall provide CONSULTANT with a map illustrating the geographic locations of all count requests.

SCOPE OF WORK

STANDARD MANUAL COUNT METHODOLOGY

For each intersection on the weekly intersection schedule designated for Standard Manual Count, CONSULTANT shall perform the following tasks:

- CONSULTANT will perform site inspections at each location prior to performing the traffic count. Tasks during the site inspections include:
 - a. Record any nearby road closures or detours.
 - b. Record any nearby land uses that may affect the counts.
- CONSULTANT shall use two of their employees to collect the required data. For intersections where CONSULTANT determines that additional employees are needed, CONSULTANT must obtain authorization from Louisville Metro prior to the day of the count, CONSULTANT shall coordinate the time period of the counts to ensure the use of identical start and ends times.
- CONSULTANT shall perform Standard Manual Counts by stationing the employees at an intersection from 7:00 am to 7:00 pm to manually count the vehicle volumes making various movements at the intersection. All turning movement counts must be completed on the same day (counts from different days may not be combined.). All allowable turning movements, including but not limited to free or uncontrolled right turn movement shall be counted. Trucks shall be counted using the Bank 2 button on the Jamar counter. Trucks shall be defined as any large vehicle over 2 axles.
- Bicycle volumes shall be counted by direction using the Bank 3 button on the Jamar counter provided. Bicyclists who bike across a crosswalk shall be counted as bicycles. Bicycles that are walked across a crosswalk shall be counted as pedestrians.
- Pedestrians shall be counted by intersection leg. Pedestrians shall be counted as they cross the intersection and recorded for the leg which they crossed and the direction of travel the pedestrian is heading. Pedestrian counts shall be recorded on a pedestrian sheet supplied by Louisville Metro Traffic Engineering.

CONDITIONS OF PERFORMING TRAFFIC COUNTS

- CONSULTANT shall conduct the traffic counts on Mondays, Tuesdays, Wednesdays or Thursdays or other wise ordered by the MANAGER.
- CONSULTANT shall not conduct any traffic counts on days when Jefferson County Public Schools are delayed or are not in session due to inclement weather or days that fall on a legal holiday.
- CONSULTANT shall not conduct traffic counts at an intersection in which vehicle movement is affected by nearby construction, scheduled special events (e.g. Derby events) or any other abnormal circumstances that might affect the flow of vehicular traffic.
- It shall be the full responsibility of the CONSULTANT to identify impacts of forecasted unfavorable weather conditions and active construction activities before the scheduled count days for any count methods. These "impacts" shall be discussed with the

MANAGER to determine an appropriate alternative. If traffic flow at an intersection is affected directly or indirectly by any unforeseeable abnormal conditions while data collection is in progress, CONSULTANT may continue data collection for the entire designated durations and document the condition.

- CONSULTANT shall submit authentic proof on the condition, and upon verification of the condition by the MANAGER, Louisville Metro shall compensate CONSULTANT at rate applicable to the type of traffic count to have been performed at the affected intersection.
- The CONSULTANT must secure an appropriate place to park before the scheduled count. This may include permission from the property owner if parking on private property.
- Fuel costs, mileage costs, equipment costs, vehicle costs and any/all other costs MUST be included in the bid price.

OBSERVATION BY LOUISVILLE METRO

Louisville Metro staff may observe intersection operation and field conditions on the days that the traffic counts occur. Accordingly, CONSULTANT shall provide a weekly schedule of intersections to be counted one (1) week prior to the proposed date of the traffic count for review by Louisville Metro. The MANAGER shall notify the CONSULTANT when any change is made to the schedule.

DELIVERABLES FOR TRAFFIC COUNTS

For each 12-hour Manual Count performed at each intersection, the CONSULTANT shall submit to Louisville Metro the following deliverables:

1. CONSULTANT shall submit the traffic count data for each counted vehicle and pedestrian movement aggregated to the forty-eight (48) 15-minute intervals for the entire 12 hour period during which the traffic count occurred. The data shall be submitted in a Jamar Petra Pro format (*.PPD)
2. CONSULTANT shall also submit a schematic sketch of the lane configuration of the intersection illustrating the number and width of turning movement lanes, through lanes, and cross-walk width and length as measured from face of curb to face of curb by CONSULTANT. CONSULTANT shall also clearly note on the sketch the date of the 12-hour Manual Count, weather conditions, street names, posted speed limits, any observed traffic conditions that may have impacted the traffic count at any time, and any other field notes the CONSULTANT determines are relevant. Consultant shall provide the names of the employees performing the 12-hour Manual Count in the comments section in Petro Pro.
3. For each intersection, CONSULTANT shall submit the applicable deliverables set forth above in the Scope of Services to Louisville Metro by the end of the week following the week in which the traffic count was completed at the intersection. Notwithstanding the forgoing, CONSULTANT shall submit the deliverables for the traffic counts completed during the final week of either one of the initial counting periods by the close of business Friday of same week.

RECOUNTS

If the Consultant's initial traffic count at any intersection is not consistent with the available data for the area, as determined by the MANAGER, CONSULTANT shall conduct an additional complete traffic count of the same type at such intersection within one (1) week of the traffic count ("Recount"). If CONSULTANT's initial count at such intersection is validated and consistent with the Recount at that intersection, as determined by the MANAGER, Louisville

Metro shall compensate CONSULTANT for that additional count in the same amount as the original count. Otherwise, the Recount shall be at no cost to Louisville Metro.

TERM OF AGREEMENT

The term of the CONTRACT are envisioned to be an annually renewable contract with up to four extensions to renew the agreement at the sole discretion of Louisville Metro, for a total of five years.

SCHEDULE OF PERFORMANCE

Work shall commence immediately upon Louisville Metro's issuance of a Notice to Proceed. It is envisioned that approximately 140 counts would be performed annually depending on cost of counts and available funding although there is no guarantee that this or any other number of counts will be requested annually.

SUBMITTAL REQUIREMENTS

Questions pertaining to this Bid should be submitted via e-mail to the contract manager listed on the cover page of this Bid. Please submit all questions by the deadline on the cover page of this Bid. Louisville Metro will provide a written response to all pertinent questions in the form of an Addendum.

In order to expedite the evaluation process, each Bid shall be organized in accordance with this section. Bids that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores. In the event of any conflict between any of the Bid documents, resolution thereof shall be in Louisville Metro's sole discretion. Bids shall include the following information in the format indicated:

GENERAL INFORMATION FOR SUBMITTALS

Submit one (1) original and three (3) copies of the bids clearly marked on the envelope/box and on the cover or title page of each bid as follows: Bid (BID #).

Within the bid, please include the following:

1. A cover letter with the name, address, phone number, fax number and website URL for your firm (website URL optional) together with the name, address, phone, fax and e-mail for the person whom the Louisville Metro Department of Public Works and Assets should contact in regard to the Bid.
2. A written discussion of the expertise of your firm in providing the requested services that distinguish your firm, with emphasis on the past 12 months, including references, similar work, etc. and
3. A company profile and resume of the project manager and any other permanent employees that would be assigned to handle the Louisville Metro account
4. Price sheet.

SECTION V

EVALUATION CRITERIA

The Selection Process

The review of all submittals shall be conducted by the Selection Committee, which shall grant approval on the basis of majority vote. The Selection Committee will consist of representatives from Louisville Metro's Department of Public Works and Assets Traffic Engineering Section. The Selection Committee will evaluate each bid according to the following weighted Criteria Evaluation Percentages (points):

1. Specialized experience and technical competence of the firm with providing the necessary technical services. All documentation of past project experiences shall be provided and references with contacts shall also be included. (40%)
2. Capacity of the firm to provide the required work within the time frame limitations as mandated in Section IV. (20%)
3. Itemized costs for providing the services per the bid schedule defined below. All prices shall include applicable taxes, insurance, transportation, wages, management fees, support, deliverables, software, training and all services defined in this bid document. (40%)

Notes:

A score between 0 –100 will be given to each bid with 100 being the best possible score. Additional points may be obtained by qualifying for Local Vendor/Living Wage Preference (5 points). The highest score will be ranked number 1, the second highest score ranked number 2, etc.

The consulting firm with the lowest responsive total cost will receive 40 points for the Total Cost Criteria and that cost will become the base cost for comparison of the other consultant's cost. All responsive bid costs will be awarded a Total Cost score utilizing the following equation: $(\text{Base Cost} / \text{Bidders Cost} \times 40 = \text{Vendor's Total Cost Score})$.

The Consultant must address each of the aforementioned criteria in their respective bid. Interested consultants should **submit one (1) original and three (3) copies** addressing the aforementioned items.

Price Sheet

| Item # | Item Description | Unit Price |
|--------|---|------------|
| 1 | 12-hour Turning Movement Count per location—conducted by two persons, all costs included, as stated in Introduction of Section IV | |

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Presnell Associates, Inc.

Business name, if different from above
OKY

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶ S-corporation

Address (number, street, and apt. or suite no.)
815 W. Market St. Suite 300

City, state, and ZIP code
Louisville, KY 40202

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ 1-28-10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

February 12, 2010



Mr. Tom Springer, AICP, CEP
Director
Planning Department
QK4
815 West Market Street, Suite 300
Louisville, KY 40202

RE: Traffic Counting Services

Dear Mr. Springer:

We are pleased to offer you this proposal for Traffic Counting Services for the Louisville/Jefferson County Metro Government Bid # 1984. As requested, we are providing a scope of work and fee to include the tasks discussed during our meeting today. Each proposed task is outlined in Section 1.0 along with a short description of what we anticipate needs to be done. The fee for each task is listed in Section 2.0.

SECTION 1.0 SCOPE OF WORK

1.1 Traffic Data Collection – J.Y. Legner Associates will provide the personnel needed (approximately 2 persons) to perform traffic counts at various intersections identified by the client. It is estimated that the amount of time needed for each individual to perform the traffic data collection (“Count”) will be 12.5 hours per day for a total of 25 hours per day. Total hours per “Count” will thereby be approximately twenty five (25). A training session will be provided for employees prior to traffic data collection.

SECTION 2.0 COMPENSATION

The client shall compensate the Subconsultant for services rendered in accordance with Section 1.0 as follows: Work will be phased by Task and will proceed upon Client authorization.

2.1 Compensation for the Traffic Data Collection as described in paragraph 1.1 shall be the lump sum amount of \$415.00 per Count.

- 2.2 Compensation for the Traffic Data Collection Training, as described in paragraph 1.1 shall be included in the lump sum amount.
- 2.3 Compensation for Mileage for Traffic Data Collection as described in paragraph 1.1 is included in the lump sum amount.
- 2.4 Compensation for Coordination/Administrative for Traffic Data Collection shall be included in the lump sum amount.
- 2.5 If an hourly bill rate is needed to accommodate services outside of the typical "Count" as identified above, the rate shall be \$16.60 per hour.

If you should have any questions or require additional information, please feel free to contact our office.

Sincerely yours,

Matt Linville
CFO

Approved: _____
Title: _____
Date: _____



Kentuckiana Minority Business Council Inc.

This certificate affirms the following company meets the requirements as a bona fide minority business enterprise (MBE) as defined by the National Minority Supplier Development Council and adopted by Kentuckiana Minority Business Council.

J.Y. Legner Associates, Inc.

Product/Service Code(s):

INAIIC: 541310, 5419, 56133, 56132, 56131, 541612

Description of Business:

Land acquisition services, technical staffing engineers, technical writers, landscape architects, CADD technicians, utility consultants, survey crew researchers and clerical staffing

Date of Issue:

07/20/2009

Renewal Date:

06/15/2010

Certification Number: 1116R

Ty Gottis, President



an affiliated council of the National Minority Supplier Development Council, Inc.



Architecture Engineering Planning

Groundbreaking by Design.

OFFICE LOCATIONS

Georgia

3169 Holcomb Bridge Road, Suite 455
Norcross, Georgia 30071
(404) 329-5900 Fax: 329-5901

Indiana

3317 Grant Line Road, Suite 102
New Albany, Indiana 47150
(812) 948-8888 Fax: 945-4538

Kentucky – Corporate Headquarters

815 West Market Street, Suite 300
Louisville, Kentucky 40202
(502) 585-2222 Fax: 581-0406

Kentucky

1410 Versailles Road, Suite 11
Frankfort, Kentucky 40601
(502) 352-2197

Tennessee

1135 Volunteer Parkway, Suite 16
Bristol, Tennessee 37620
(423) 989-0904 Fax: 989-0905

West Virginia

802 B Street, Suite 200
St. Albans, West Virginia 25177
(304) 201-8980 Fax: 201-8983

SUBMITTED BY:

Firm: Qk4

By: Tom H. Springer, AICP, CEP

Title: Associate Vice President

Address: 815 West Market Street, Suite 300
Louisville, KY 40202

Telephone: 502-585-2222

Fax: 502-581-0406

Date: February 17, 2010



815 West Market Street Suite 300

Louisville, Kentucky 40202

Ph. 502-585-2222

Fx. 502-581-0406

www.qk4.com

February 17, 2010

Louisville Metro
Division of Purchasing
611 West Jefferson Street
Mezzanine Level
Louisville, Kentucky 40202

**Professional Traffic Counting Services
Bid Number: 1984**

Dear Selection Committee:

Traffic turning-movement data is used by many agencies to make informed planning and engineering decisions. Without accurate turning data, engineering and planning analyses will be unreliable and, ultimately, poor project decisions could result. Qk4 is a local, full service, transportation planning and engineering firm. Traffic engineering is what we do; therefore, we understand your need for 100% accurate data that is presented in a consistent and thorough format. Our experience positions us to meet your needs for the Professional Traffic Counting Services contract.

Herein you will find all the required forms, information that illustrates our local transportation and traffic analysis capabilities, relevant experience and references, resumes and capacity information for our Traffic Engineering Project Manager and Principal-In-Charge, and our price sheet. Invitation to Bid 1984 requires a variety of information to guide the selection of the most appropriate consultant. Therefore, we have presented below a list of key points that illustrate Qk4's responsiveness to this bid:

1. We have partnered a local MFBE, Jozi Legner and Associates (JLYA), Inc., who will receive approximately 50% of the revenue from this contract.
2. JYLA provides a large pool of trained staff to ensure at least two trained people for every count (no matter how many or frequent) and a competitive fee.
3. Our team places safety, professional courtesy when talking with the public, and accuracy of data as our top priorities.
4. We know the required procedures and methodology for turning-movement data collection—which has been one of our key competencies for over 25 years—and we are very familiar Louisville Metro's specific requirements.
5. Communication between our Project Manager and that of Louisville Metro's will be no less than weekly and probably more frequent.
6. Both Qk4 and JYLA:
 - a. Have the necessary insurance requirements
 - b. Are local vendors, founded and headquartered in Louisville
 - c. Exceed the Living Wage Preference goals





The Project Manager for Qk4 Team will be Mr. Jeremy Lukat, PE. Jeremy has led the traffic engineer division for 9 years at Qk4 and has overseen hundreds of turning-movement count projects. Jeremy has the recognized leadership and management skills to coordinate every task in a timely and effective manner. Please contact Jeremy with any questions or information regarding this Bid:

Mr. Jeremy Lukat, PE
Traffic Engineering Team Leader
Qk4
815 West Market Street, Suite 300
Louisville, Kentucky 40202
Phone: 502-585-2222
Fax: 502-992-3110
Email: jlukat@qk4.com
www.qk4.com

Thank you for your favorable consideration of our Team—you can “count” on us!

Sincerely,

A handwritten signature in cursive script that reads "Tom Springer".

Tom H. Springer, AICP, CEP
Director: Planning and Environmental Department
Principal-In-Charge

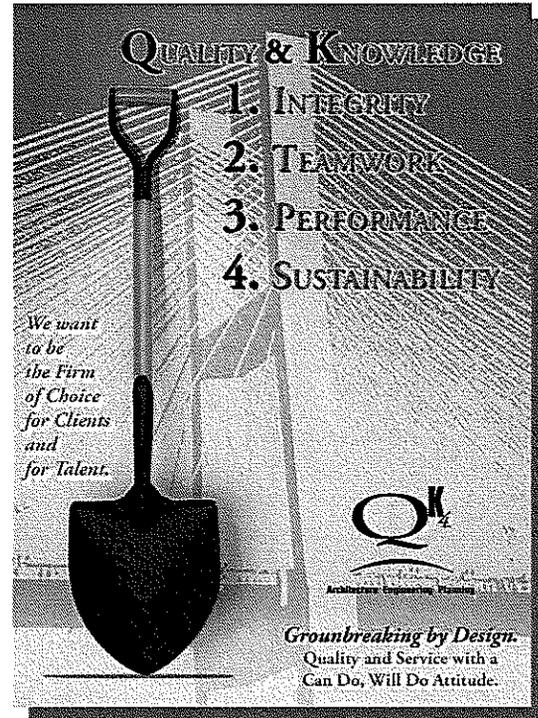
1. Firm Overview and Traffic Data Collection Experience

Firm Overview

As requested in the Invitation to Bid, following is a brief overview of Qk4, with an emphasis on our traffic data and engineering experience.

Qk4 stands for Quality & Knowledge and our 4 Core Values— Integrity, Teamwork, Performance, and Sustainability. Our vision statement is to be the firm of choice for clients and for talent. We live these values each day, and look forward to putting them to work for Louisville Metro for this contract.

Qk4 was founded in 1974 in downtown Louisville, and we have been headquartered here since. We are owned by 25 employee-shareholders, and have approximately 100 professional staff, and offices in four other states. Qk4 has consistently been identified in *Business First* as the area's the top civil engineering firm for many consecutive years, and in the *Engineering News Record* (ENR) as one of the top 500 firms in the country. Transportation engineering, including traffic engineering and traffic data collection, has been a cornerstone of our business. Other disciplines include Planning, Architecture, Landscape Architecture, Structural Engineering, Water and Wastewater Engineering, Surveying, Right-of-Way Acquisition, and Environmental Services.



Recent Traffic Data Collection Experience

For over 30 years Qk4 has collected traffic data for numerous clients across the United States— from California to Maine, but especially in Louisville and throughout Kentucky and Indiana. This work has included 12-hour turning-movement counts (as advertised), peak-hour turning-movement counts, tube and classification counts, speed studies, and others. Over the last 12 months we have been fortunate to have collected traffic data for the following clients:

- Kentucky Transportation Cabinet (KYTC)
- Indiana Department of Transportation (INDOT)
- Kentuckiana Planning and Development Agency (KIPDA)
- Jordon, Jones and Goulding (JJG)
- University of Louisville (U of L)
- Jefferson Development Group (JDG)
- HNTB Corporation (on behalf of the Louisville Airport Authority)
- City of Frankfort and Franklin County, Kentucky
- City of Prospect, Kentucky
- City of Radcliff, Kentucky

What distinguishes our firm is the repeat business from our clients. If we do not perform on time and within budget, nor deliver accurate data we would not still be in the traffic data collection business, nor use the following clients as references.

We would like to note that Qk4 has three Jamar counters and would not need to use Louisville Metro's and have the required software to meet the advertised requirements.

References

Mr. Scott Thompson, PE
KYTC
Division of Planning
200 Mero Street
5th Floor
Frankfort, Kentucky 40622
502-564-7183

Mr. Kirk Mangold
INDOT
100 North Senate Avenue
Indiana Government Center N
Indianapolis, Indiana 46204
317-233-3690

Mr. Andy Rush, PE
KIPDA
11520 Commonwealth Drive
Louisville, Kentucky 40299
502-266-6084

Ms. Diane Zimmerman, PE
JJG, Inc.
11942 US Highway 42
Prospect, Kentucky 40026
502-228-0390

Ms. Ellen Briscoe
U of L
Office of the President
Grawemeyer Hall
Louisville Kentucky 40292
502-649-8413

Mr. Robert Hewett, PE
**Franklin County Planning
and Zoning**
315 West Main Street
Frankfort, Kentucky 40601
502-875-8706

The Honorable Todd Eberle
Mayor
City of Prospect
9200 US Highway 42
Prospect, Kentucky 40059
502-228-1121

Mr. Toby Spalding, PE
City of Radcliff
411 West Lincoln Trail Blvd.
Radcliff, Kentucky 40159
270-351-4714

Plan of Action

Following is a brief review of the procedures outlined in the Invitation to Bid and how we propose to implement them. As stated in our cover letter, our approach is based on the knowledge of how the data is used to make informed engineering and planning decisions.

- Week 1

Louisville Metro's Project Manager will provide Qk4's Project Manager— Mr. Jeremy Lukat, PE, 585-2222 jlukat@qk4.com— with a two-week count location schedule and map. Mr. Lukat will perform initial site inspections and record observations that could affect traffic patterns. Such observations would include land use, temporary situations, road closures, etc. He will also make any necessary land-owner contacts to secure parking locations. In the field, a schematic drawing of each intersection will be performed to document lane widths, speed limits, crosswalk widths, and other relevant information. Prior to the count, weather forecasts and other such considerations will be reviewed. If potential problems are noted, we will communicate with the Louisville Metro Project Manager prior to scheduling the counting team to be on site. A schedule of when intersection counts are to be performed will be provide to Louisville Metro at least one week prior.

- Week 2

A two-person team will be scheduled for Monday through Thursday, in normal weeks, to arrive in enough time to begin counting at 7:00 AM. A "Traffic Engineer" sign will be placed in the window of the car to inform curious drivers and neighbors—a method we have used that has significantly reduced interruptions by well-meaning citizens. Trucks with over 2 axles will be counted on Bank 2 of the Jamar counter, bicyclists on Bank 3, pedestrians on pedestrian sheets, and vehicles by movement on the Jamar counter. The counting team will provide each other breaks during non-peak times. Unforeseen and abnormal conditions such as crashes, thunderstorms, and other incidents will be noted.

- Week 3

The deliverables will be provided to Louisville Metro no later than the end of the week following the count, and will include a sketch of the intersection with notes, as described above; the count data aggregated for the 48 consecutive 15-minute intervals, in a .ppd format; and pedestrian count sheets.

As part of our quality assurance/quality control (QA/QC) procedures, Qk4 will develop an internal checklist to use for each assignment. We will review the QA/QC checklist with Louisville Metro prior to any assignments and, if desired, submit a copy of the completed checklist with our deliverables.

- Week 4

Following acceptance of the submittal, in no less than 30 days an invoice will be submitted to Louisville Metro, along with the GFE Form-3 identifying the amount of revenue going to JYLA. Recounts will be conducted as described in the Invitation to Bid.

Resumes

Thomas H. Springer, AICP, CEP Principal-in-Charge

16 YEARS' EXPERIENCE

EDUCATION

BS / Physical Geography &
Environmental Studies / 1992

MPA / Urban and Regional Planning and
Development / 1998

REGISTRATIONS

AICP Certification/1997/US/108711
CEP Certification/2008/07040380



Project Role: Mr. Springer will ensure corporate resources are available for Mr. Lukat to meet Louisville Metro's needs.

Mr. Springer is the Director of the Planning and Environmental Department at Qk4, and is an Associate Vice President. His work has been primarily in transportation and community planning. Transportation projects include corridor planning, alternatives studies, feasibility studies, small area plans, traffic forecasting, community impact assessments, and managing the NEPA documents



process. A sample of projects for which Tom helped perform or coordinate traffic data collection include:

- U of L Shelby Campus, Traffic Impact Study, 2010
- Dupont Area Transportation Study for Louisville Metro
- Manslick Road/I-264 Interchange Study for KYTC and Louisville Metro
- 3rd Street Road in Shivley for KIPDA and Louisville Metro
- Rehl Road/I-265 Interchange Study for KYTC and Louisville Metro
- New I-64 Interchange Alternatives Planning Study for KYTC
- SW Shepherdsville Small Area Transportation Plan for City of Shepherdsville
- Prospect Mobility Study, Jefferson County, KY

Jeremy J. Lukat, PE Project Manager

9 YEARS' EXPERIENCE

EDUCATION
BS/2000 / Civil Engineering

REGISTRATIONS
PE/2005/KY/24480



Project Role: Mr. Lukat is a Traffic Engineer and Project Manager and will be responsible for each task under this contact.

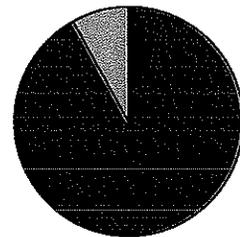
Mr. Lukat specializes in traffic engineering and transportation planning. He is a member of ITE and has extensive training and experience in Highway Capacity Analysis, CORSIM, TransCADD, Petro Pro, Vissim, and other traffic modeling software. Mr. Lukat manages all of Qk4's traffic data collection projects within the Kentucky and Indiana markets. His selected traffic data collection experience includes:

- Statewide Coverage Traffic Data Collection for INDOT, since 2002
- Statewide Traffic Data Collection and Forecasting for KYTC
- U of L Shelby Campus Traffic Impact Study, 2008 and 2010
- Downtown Louisville Traffic Study for Louisville Metro
- UofL Downtown Arena Event Day Traffic Master Plan
- Old Louisville Two-Way Street Study for Louisville Metro
- US 421 Leestown Road Traffic Forecast for KYTC
- Manslick Road/I-264 Interchange Study for KYTC and Louisville Metro
- New I-71 Interchange Feasibility Study for Oldham County and KYTC

2. Team Capacity

For this contract, our Principal-in-Charge will charge no time to any of the assignments; therefore, his capacity is not included. Project Manager Jeremy Lukat has an anticipated 25% committed capacity within the foreseeable future. Our pool of traffic counting individuals will work 100% on this contract, as needed. Assuming a team of two, our overall capacity for this project is 92% ($75\% + 100\% + 100\% / 300\% = 92\%$). In summary, we have significant capacity to meet each assignment on time.

Committed
8%



Uncommitted
92%



3. Price Sheet

| Item # | Item Description | Unit Price |
|--------|--|------------|
| 1 | 12-hour Turning-Movement Count per location— conducted by two persons, all costs included, as stated in Introduction of Section IV | \$822 |