

County of Somerset New Jersey

PO Box 3000
COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876-1262

PURCHASING DIVISION
KAREN L. McGEE, RPPO, QPA
Purchasing Agent



PHONE: 908-231-7043
FAX: 908-575-3917

NOTICE OF RFP

The County of Somerset is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Sealed RFP responses will be received by the Purchasing Agent on **February 26, 2020 at 2:30 P.M.** in the Purchasing Division, County Administration Building, 20 Grove Street, Somerville, New Jersey 08876 at which time and place responses will be opened and read for:

Consultant Services to Complete the Somerset County Roadway Corridor Safety Analysis CONTRACT #: CY-COM-0054-20

A pre-proposal meeting will be held of February 5, 2020 at 2:00 PM in the Engineering Conference Room, 20 Gove Street, 2nd floor, Somerville, NJ 08876.

RFP responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the respondent and the "**RFP TITLE NAME & CONTRACT #**" on the outside, addressed to Karen L. McGee, Purchasing Agent, at the address above.

Specifications and instructions may be obtained at the Purchasing Office or on the County Website, www.co.somerset.nj.us.

Any RFP Addenda will be issued on the website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents are required to comply with the requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

Karen L. McGee, RPPO, QPA
Purchasing Agent

1. Introduction

The Somerset County Roadway Corridor Safety Analysis subregional study project is funded with federal funds through the NJTPA's FY 2020-FY 2021 Subregional Studies grant program.

The Somerset County Roadway Corridor Safety Analysis will advance New Jersey's efforts to address pedestrian/bicycle and intersection safety since New Jersey has been identified as a "Focus State" by the Federal Highway Administration for intersections and for pedestrian fatalities. Up to five (5) county road corridors will have a comprehensive safety analysis following the FHWA Road Safety Audit process (RSA) to identify vehicle, pedestrian and bicyclist safety issues and to develop safety improvement recommendations.

New Jersey's Strategic Highway Safety Plan (SHSP)

(<https://www.state.nj.us/transportation/about/safety/pdf/2015strategichighwaysafetyplan.pdf>) documents that 60 percent of serious and fatal crashes in New Jersey occur on county and local roads. The SHSP also directs state agencies to allocate funding to address the most serious safety concerns. Consequently, federal funding resources have been made available to analyze, design and construct roadway safety improvements to reduce the number and severity of crashes on county and local roads. Recommended physical safety improvements will help selected corridors operate more safely by reducing the number of and severity of crashes therefore reducing traffic congestion. One of the most effective safety programs to improve road safety has been the Road Safety Audit Program (RSA).

Somerset County believes that by applying a corridor-wide approach to multiple corridors, these corridors will benefit from a comprehensive safety analysis and targeted safety improvements. The study will follow the FHWA's RSA Guidelines where a multidisciplinary audit team qualitatively estimates and reports on existing and potential road safety issues and identifies opportunities for safety improvements that benefit all travel modes. The corridors in this study may be up to a mile in length. Somerset County's goal is to develop separate packages of corridor specific safety improvement recommendations to pursue NJTPA Local Safety Program funding, which utilizes federal Highway Safety Improvement Program (HSIP) funding. The study will generate improvement recommendations for implementing FHWA proven safety countermeasures (<https://safety.fhwa.dot.gov/provencountermeasures/>) for up to five (5) roadway corridors that have a history of crashes or an identifiable pattern of crash types.

Safety improvement recommendations can range from low cost quick implementation safety improvements to more long term complex safety improvements such as implementing a road diet or roundabout. This study will help advance implementation of the county's complete streets policy by improving mobility for non-motorized transportation modes on corridors with existing safety issues. The study will also advance recommendations for implementing green infrastructure improvements as part of a corridor wide RSA safety improvement program.

The 2011 County Circulation Plan highlights the need for addressing crashes and safety on county roadways. Below is the link to the 2011 County Circulation Plan "Making Connections."

<https://www.co.somerset.nj.us/home/showdocument?id=7972>

2. Administrative Conditions and Requirements

The following items express the conditions and requirements of this RFP. Together with the other RFP sections, they apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the owner to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

The dates established for respondent proposals, proposal review, contractor selection and project initiation are:

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|--|---|
| 1. Release of RFP | January 22,2020 |
| 2. Pre-proposal Meeting | February 5, 2020 |
| 3. Questions and Clarifications Due | February 7, 2020 |
| 4. Final Interpretations and Addenda Issued | February 13,2020 |
| 5. Proposal Due Date | February 26, 2020 |
| 6. Evaluation Completed | March 13, 2020 |
| 7. Governing Body Action | March 24, 2020 (Agenda Session)
April 14, 2020 (Regular Meeting) |
| 8. Contract Execution and Project Initiation | April 15, 2020 |

Project Schedule

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| 9. Reconciled Final Report and Deliverables due to NJTPA | May 29, 2021 |
| 10. Subregional Contract Completion Date | June 30, 2021 |

2.2 Proposal Submission Information

Submission Date and Time:

February 26, 2020 at 2:30 P.M.

One (1) Original ***signed in ink*** & ten (10) copies

Three (3) ring binders or elaborate binding is unnecessary.

Submission Office:

Office of the Purchasing Agent
Administration Building – 3rd Floor
20 Grove Street
Somerville, NJ 08876

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be ***signed in ink*** and marked to distinguish it from the ten (10) copies. ***Faxed or emailed proposals will NOT be accepted.***

The County disclaims any responsibility for proposals received late by regular or express mail. If the proposal is sent by express mail service, the designation must appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened (no exceptions).

Only those RFP responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Department Information

Planning Division
Somerset County Administration Building
20 Grove Street
Somerville, NJ 08876

2.4 County Representative for this Solicitation

Please direct all questions in writing to:
Karen L. McGee, RPPO, QPA
Purchasing Agent

Voice: 908-231-7043
Fax: 908 575-3917
Email: PurchasingDiv@co.somerset.nj.us

Questions by prospective respondents concerning this RFP may be addressed to Karen L. McGee, RPPO, QPA, Purchasing Agent for the County of Somerset in writing via fax at 908-575-3917 or by email: PurchasingDiv@co.somerset.nj.us. Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. **NO** employee of the County of Somerset is authorized to give interpretations of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP unless as a formal addenda.

Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents **only** by written addendum issued by the Purchasing Agent of the County of Somerset.

Please identify the contract name, number and note Request for Information as the subject line when submitting a request by fax or email.

2.5 Interpretations and Addenda

- A. The respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the County. The respondent accepts the obligation to become familiar with these specifications.
- B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by respondent should be promptly reported in writing to the Purchasing Agent. In the event the respondent fails to notify the County of such ambiguities, errors or omissions, the respondent shall be bound by the proposal.
- C. No oral interpretation of the meaning of the specifications will be made to any potential respondent. Every request for an interpretation shall be in writing, *addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line*, at PurchasingDiv@co.somerset.nj.us. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the proposals.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and RFP documents, and shall be acknowledged by the respondent by completing the Acknowledgement of Receipt of Addenda form. The County's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of proposals to any person who has submitted a response or who has received a RFP package. They will be sent via electronic transmissions to those known recipients of the RFP specifications.

- E. Discrepancies in RFP's
 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory EEO/Affirmative Action Compliance - N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division
- iii. The successful respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

The form shall be properly executed.

2.8.3 New Jersey Anti-Discrimination – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

2.8.4 Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

2.8.5 Title VI of the Civil Rights Act of 1964 - 78 Stat. 252, 42 US.C.§§ 2000d to 2000d-4

Somerset County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2.8.6 Statement of Corporate Ownership-Stockholder Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.7 Non-Collusion Affidavit - N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.8 Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, Somerset County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

2.8.9 Pay to Play – Notice of Disclosure Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

This project is funded in part with federal funds through a NJTPA grant and is, therefore, subject to federal, state and local laws, rules and regulations. Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.

2.8.10 Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Contractor.

2.8.11 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

Indemnification

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

Insurance Requirements:

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for owner.

The contractor shall provide the owner with a Certificate of Insurance naming the County of Somerset as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

Errors and Omissions Insurance

- A. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the County from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$2,000,000.00 dollars per occurrence and \$4,000,000.00 dollars in the aggregate.
- B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the County with a Certificate of Insurance naming the County, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

Somerset County will not accept Mutual Limitation of Liability terms.

2.8.12 Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.8.13 Proof of Licensure

Proof of licensure for providing Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.8.14 Disclosure of Investment Activities in Iran – P.L. 2012, c. 25

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

2.8.15 Disadvantaged Business Enterprise Participation

This consultant contract is subject to Title 49, Part 26 Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in the Department of Transportation Financial Assistance Programs." In order to ensure NJDOT achieves its federally mandated statewide overall DBE goal, the NJTPA and Somerset County encourage the participation of Disadvantaged Business Enterprises or Emerging Small Business Enterprises as defined below, in the performance of agreements financed in whole or in part with federal Funds. **For this study drawing on federal funding under an NJTPA grant, the DBE/ESBE goal shall be at minimum 13.23%**

The NJTPA has a long- standing commitment to maximize business opportunities available to disadvantaged and emerging small business enterprises (DBE/ESBE). The consultant's contract for this project is subject to all federal, state and local laws, rules and regulations, including but not limited to, non-discrimination in employment and affirmative action for equal employment opportunity. The consultant's contract obligates the consultant to aggressively pursue Disadvantaged Business Enterprises (DBE's) and Emerging Small Business (ESBE's) for participation in the performance of contracts and subcontracts financed in whole or in part with federal funds. The consultant cannot discriminate on the basis of race, color, national origin or sex in the award and performance of federally assisted contracts.

1. Disadvantaged Business Enterprise (DBE)

A federal requirement that must be addressed is the mandated Disadvantaged Business Enterprise (DBE) participation. A disadvantaged Business Enterprise (DBE) is defined in 49 CFR Part 26 and FTA C 4716.1A as "a small business concern (from section 3 of the Small Business Act) which is:

- a. at least 51% owned by one more 'socially and economically disadvantaged' individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more 'socially and economically disadvantaged' individuals, and
- b. whose management and daily business operations are controlled by one or more 'socially and economically disadvantaged' individuals who own it.

'Socially and economically disadvantaged' is defined as individuals who are citizens of the United States (or lawfully permanent residents) and who are "Black Americans", "Hispanic Americans", "Native Americans", "Asian-Pacific Americans", "Asian-Indian Americans", "Women" (regardless of race, ethnicity, or origin); or "Other" (disadvantaged pursuant to Section 8 of the Small Business Act).

A database of DBE's certified under the State of New Jersey's Unified Certification Program (UCP) may be found using the following weblink: <https://njucp.dbesystem.com/>.

2. Emerging Small Business Enterprise:

The Emerging Small Business Enterprise (ESBE) referred to herein is defined as a firm that has met the following criteria and obtained small business certification as an ESBE by the State of New Jersey Department of Transportation:

- a. A firm must meet the criteria for a small business as defined by the Small Business Administration in 13 CFR Part 121, which includes annual receipts from all revenues including affiliate receipts which equates to the annual arithmetic average over the last 3 completed tax years or by the number of employees.
- b. The small business must be owned by individuals who do not exceed the personal net worth criteria established in 49 CFR Part 26 which is \$750,000.

All appropriately certified DBE's fall into this definition due to their size.

The NJDOT's directory of certified ESBE's may be found on the following webpage:

<http://www.state.nj.us/transportation/business/procurement/ProfServ/information.shtm>.

3. Documentation by Consultant:

The prime consultant must document in writing, all of the steps that led to any selection of the DBE/ESBE firm(s) in accordance with Subsection 4 below. Prior to the award of a consultant contract, the consultant must demonstrate sufficient reasonable efforts to utilize DBE/ESBE firms.

If, at any time the consultant intends to subcontract or modify any portion of the work already under contract, or intend to purchase material or lease equipment not contemplated during the original preparation of their cost proposal, the consultant must document all reasonable efforts made to maintain the targeted DBE/ESBE participation goal. If, as a result of any subcontract, modification, purchase order, or lease the actual DBE/ESBE participation rate for the consultant's contract is in danger of falling below the agreed upon DBE/ESBE participation, then a request must be made for a modification through the County's Project Manager.

4. Good Faith Efforts:

To demonstrate sufficient reasonable efforts to meet the DBE or ESBE contract goals, a contractor shall document the steps it has taken to obtain DBE or ESBE participation but not limited to the following:

- a. Attendance at an information meeting, if any to inform the DBE's or ESBE's of prime contracting and subcontracting opportunities under a given solicitation.
- b. Advertisement in general circulation media, trade association publications, and small business publications for at least 20 days before proposals are due. If 20 days are not available publication for a shorter reasonable time is acceptable.

- c. Written notification to DBE's or ESBE's that their interest in the contract is solicited;
- d. Good faith efforts made to select portions of work proposed to be performed by DBE's or ESBE's in order to increase the likelihood of achieving the stated goal;
- e. Efforts made to negotiate with DBE's or ESBE's for specific proposals including at a minimum:
 - i. The names, addresses and telephone numbers of DBE's and ESBE's that were contacted;
 - ii. A description of the information provided to DBE's or ESBE's regarding the scope of work for the specified solicitation; and
 - iii. A statement of why additional agreements with DBE's or ESBE's were not reached;
- f. Information regarding each DBE or ESBE the contractor contacted and rejected as unqualified and the reasons for the contractor's conclusion;
- g. Efforts made to assist the DBE or ESBE in obtaining bonding or insurance required by the contractor.

NOTE: If Somerset County or the NJTPA determines that the apparent successful contractor has failed to meet the requirements of this section, the contractor will be afforded the opportunity for an administrative reconsideration of that determination prior to the award or rejection of the contract. As part of the administrative reconsideration process, the contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Somerset County will send the contractor a written decision on reconsideration, explaining the basis for the funding that the contractor did or did not meet the goal or make good faith efforts to do so.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the owner may solicit the goods and/or services from any bidder on this contract.

2.10 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.11 Subcontractors

The owner will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

2.11.1 Use of Sub-consultants

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work is met. Any sub-consultants must be identified in the same manner as the primary consultant.

2.12 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.13 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.14 Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the owner.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

It is anticipated that this study will be completed within 22 months of its commencement by the County, with 15 months of consultant support. The study's draft final report must be delivered to the County no later than May 1, 2021. All work and final reconciled edits on the study must be completed by June 30, 2021.

2.15 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.16 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.17 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

2.18 The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.19 The terms of this contract shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.20 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.21 Payment

The contract, if awarded, will be a cost reimbursement agreement subject to all federal and state laws, rules and regulations; and it shall be performed in conformance with the cost principles contained in the Federal Acquisition Regulations (FAR), Subpart 31.2 Contracts with Commercial Organizations (48 CFR, Part 31.201 et. seq.). The basis for compensation for the contract will be cost plus fixed fee, up to an agreed maximum project amount. The proposed consultant must have a job cost accounting system that segregates and accumulates direct project costs and indirect costs, and supports the development of an overhead rate in accordance with the FAR.

Invoices shall be submitted monthly and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

Somerset County will provide a sample Progress Report and Invoice for the Hired Consultant to ensure compliance.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

2.22 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

2.23 Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes

first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM/USB flash drive media compatible with the owner's computer operating system windows based, Microsoft Office 2010.

Under state and federal statutes, certain government records are protected from public disclosure. The County, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The County reserves the right to make any public disclosure under the law. Also among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

2.24 Source of Specifications/RFP Packages

Official County Request for Proposal (RFP) packages for routine goods and services are available from www.co.somerset.nj.us at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The County is not responsible for third party supplied RFP documents.

2.25 Altering Official Document

Respondents shall not write in any margins or alter the official content of Somerset County RFP document.

2.26 RFP Preparation of Forms

RFPs ***must be signed in ink by the respondent***; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

2.27 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

3. Scope of Work (SOW)

Purpose

The purpose of this study is to identify opportunities to improve safety for all users on up to five Somerset County roadway corridors.

The study will:

- Use the most up to date New Jersey Network Screening lists for the NJTPA region to identify, by place type, up to five corridors that would benefit from a RSA safety analysis.
- Conduct RSAs in up to five county roadway corridors, focusing on multimodal safety needs and following the FHWA Road Safety Analysis guidelines.
- Conduct limited outreach with the public and municipalities, to confirm safety issues on selected corridors.
- Identify opportunities for the implementation of green infrastructure improvements as part of the RSA safety improvement process.
- Identify opportunities for the implementation of demonstration projects as part of the RSA safety improvement process.
- Develop a Final Report with an implementation matrix, problems statements sketches of site specific possible proposed improvements and consider submitting packages of safety improvements for NJTPA Local Safety Funding.
- Input the study recommendations into the PRIME database.

Task 1: Project Management

The Somerset County Planning Division Staff (hereafter "county staff") will provide overall project oversight, as well as perform the administrative tasks associated with this study. These activities include the consultant selection process, contract administration and processing of consultant invoices. Other work associated with this task includes preparation and submission of quarterly project status reports and any other documentation required by the North Jersey Transportation Planning Authority (NJTPA).

The consultant shall designate a project manager who will be responsible for overseeing the day-to-day activities of the consultant team and who will serve as the primary contact with county staff. The project manager shall establish an effective means of coordinating and reporting its activities with county staff throughout the course of the project and ensure the timely and efficient exchange of information. The consultant project manager (and other key members of the consultant team) will participate in a project kick-off and one or two monthly project progress meetings depending on the study work tasks. The progress meetings can take place in person or via telecom with county staff. The project manager shall be responsible for the preparation and submission of progress meeting agendas and minutes, monthly progress reports and invoices. A detailed schedule of project tasks and associated timeline (Gantt chart) shall be submitted at a project kick-off meeting for county review and approval, which will be evaluated at regular intervals during the course of the project to ensure the timely completion of all tasks. All deliverables shall be to a level of quality that meets generally accepted professional standards, and that is fit for use by end users, which may include County staff, NJTPA staff and elected officials.

Task 1 Deliverables:

County staff will provide overall project oversight and administration including:

- The preparation and submission of eight (8) quarterly reports and any other documentation required by the NJTPA.
- The consultant project manager shall participate in, and provide summaries of a project kick-off meeting and monthly or bi-monthly project meetings and provide monthly meeting agendas, progress reports and project invoices.
- The consultant shall prepare and submit a schedule of tasks and timeline for county review

and approval.

- All deliverables shall be to a level of quality that meets generally accepted professional standards, and that is fit for use by end users, which may include County staff, NJTPA staff and elected officials.

Task 2: Public Outreach and Interagency Coordination

Task 2A. Technical Advisory Committee

County staff, in consultation with the consultant team, will establish a Technical Advisory Committee (TAC) to provide expert advice related to this project. The TAC shall consist of representatives but not limited to the Somerset County Planning Board, Somerset County Engineering Division, FHWA, NJDOT, NJTPA, NJ TRANSIT, Ridewise TMA and representatives from RSA selected corridor municipalities. Community leaders including representatives from emergency management, EMS, fire, police, public works, municipal engineers, chamber of commerce, and board of education may be asked to participate on the TAC. The TAC will convene up to three times over the course of the project. The consultant will lead the TAC meetings and will be responsible for preparing draft agendas, meeting displays, PowerPoint presentations and meeting summaries. All materials will be reviewed and approved in advance of public distribution by NJTPA and county staff.

The purpose of the first Technical Advisory Committee meeting will be to introduce and make the TAC members familiar with the road safety audit (RSA) process and to discuss the list of identified corridors from the New Jersey Network Screening lists for the NJTPA region. The TAC will also help identify and confirm safety issues for any of the identified RSA corridors. The TAC will make recommendations to help the County select the corridors to be studied.

The purpose of the second TAC meeting will be to review the draft RSA reports recommendations from up to five county corridors and gather TAC input on the recommended safety improvements prior to the RSA reports being finalized. The purpose of the third TAC meeting will be to review and comment on the draft final report, which will include the up to five selected travel corridors as well as documentation of the study process (data analysis, outreach, etc).

The responsibilities of the TAC include, but are not limited to, the following:

- Review and provide feedback to county staff and the consultant on draft and final project reports and documents.
- Identify community representatives from municipalities and other stakeholders that may be interested or affected by the outcome of the study and seek their participation. Special consideration will be given to ensure the commitment and involvement of interested parties familiar with roadway safety issues.
- Review and provide input on data collection, and recommended facility improvement projects, planning and policy implementation strategies for the study.
- Ensure the RSA reports and final report identifies and prioritizes the implementation strategies and lists potential partnering agencies that can help implement the recommended initiatives.

Task 2A Deliverables: Up to three (3) meetings of the TAC are anticipated, at which consultant participation shall be required.

County Planning Board Staff will provide:

- The schedule of meetings and distribution of meeting notices and associated materials to committee members.
- The mailing list of stakeholders, community groups, and partners.
- Posting of meeting materials on the Somerset County Planning Division web site.

The consultant shall be responsible for preparing TAC meeting agendas, PowerPoint presentations, meeting displays, handouts and meeting summaries.

Task 2B. Public Involvement Strategy

The consultant, in collaboration with the County Planning Division and TAC, shall prepare and implement a public involvement strategy, which will include a schedule of meetings that coincide with key project milestones. The draft public involvement strategy will be submitted to the TAC for review and approval early in the project. The community involvement strategy shall include, but shall not be limited to, the following activities:

1) Outreach to Limited English Proficiency (LEP) Low Income and Environmental Justice Population Groups

The consultant will review the latest Environmental Justice (EJ) analysis on the NJTPA Environmental Justice portal. As the RSA effort advances, the consultant will use this information to assess if any proposed safety improvements may have a disproportionate or adverse effect on those EJ populations. Outreach activities can be tailored to better incorporate underrepresented communities into the study outreach process such as having representation on the TAC.

Study materials at two public meetings will be available in English and, if needed, in Spanish to insure persons in underrepresented communities have the opportunity to provide feedback. The TAC committee may include EJ representation to support the TAC committee decision making.

2) Stakeholder Meetings

In addition to stakeholder representation on the TAC, study updates will be presented by county staff at regularly scheduled stakeholder groups such as the Somerset County Planning Board, Somerset County Business Partnership, Somerset County Regional Center Partnership, Ridewise TMA and Planning Board transportation committee meetings. Copies of the draft and final report and other study interim documents will be provided to stakeholder groups to gain feedback, develop a consensus on the proposed recommendations and to increase awareness and support for proposed safety recommendations. The consultant shall support these activities by providing project information and materials as needed.

3) Public Meetings

Studies funded under the Subregional Studies Program require transparency and the active and substantive participation of the general public, with special attention paid to engaging historically underrepresented and non-English speaking communities. In keeping with the NJTPA's Public Engagement Plan (available at <https://www.njtpa.org/get-involved/public-engagement-plan>), public outreach and engagement should be an integral part of, and occur concurrently with, the study tasks. Innovative public engagement methods are encouraged, such as conducting outreach at free community events (to reach people where they live, work, shop, and play) and including an online and/or social media participation option where possible to boost participation.

Opportunities for public involvement will be provided throughout the course of the project, which will enable stakeholders to confirm corridor safety issues and to give feedback on proposed safety recommendations. Public meetings will be as interactive as possible, utilizing interactive displays, break-out groups and other innovative communication and public feedback techniques. In accordance with federal requirements, attention will be given to notifying underrepresented populations (low income populations, limited English proficiency and minority populations) of the meetings to reduce the barriers

to meaningful participation. Members of the consultant team will participate in each of the public meetings. They will be responsible for preparing and presenting project information, including but not limited to developing PowerPoint presentations, agendas, resource packet materials, display maps and graphics. The consultant will also provide written summaries of each public meeting. County staff will handle scheduling, logistics, invitations and announcements in coordination with the consultant. Up to two (2) public meetings shall be held during the course of this study, which are outlined as follows:

The first public meeting will be held after the up to five RSAs are completed. At the first public meeting, the consultant team and county staff shall provide an overview of the project goals, process and deliverables. The consultant will review the corridor findings and recommended safety improvements to capture any public input related to corridor safety issues and proposed safety improvements. This meeting will serve as an opportunity to solicit public input and feedback on the draft RSA safety recommendations prior to recommendations being finalized for up to five selected corridors.

The second public meeting would be held prior to finalizing the RSA reports to gather final public feedback and input. At the second public meeting, attendees can review and provide input on the final set of recommended safety improvements for up to five corridors. The final draft report results will be presented by the consultant in a PowerPoint presentation including a summary of each project task, existing conditions, safety recommendations, and implementation matrix for up to five corridors.

4) Media Relations

Press releases, e-mail announcements and other event marketing strategies will be developed by the consultant in collaboration with county staff. Press releases, cable TV and radio announcements, feature articles, social media posts, press briefings, and interviews (as requested) will be provided to all major local newspapers and media outlets. The consultant team will work with county staff to ensure appropriate project-related documents are made available via the Planning Board's website in advance of scheduled meetings in order to promote public involvement. County staff will work with the County Public Information Officer in finalizing and distributing press-related materials and advertising scheduled events.

5) Project Webpage and Internet-based File Sharing

An appropriate location will be established on the Somerset County Planning Division webpage for hosting a study web page with event announcements, meeting presentations and summaries, background information, draft and final reports and other appropriate project-related documents. The consultant and county staff will collaborate to determine what documents will be posted and may develop other communications materials such as an easily understood project title, project email address, project web page and social media strategies. All documents for posting will be reviewed and approved by county staff prior to being submitted to the NJTPA. The public will be encouraged to review draft documents posted on the website, and submit comments via e-mail or social media.

The consultant will provide an internet-based file sharing service as a tool for facilitating collaboration among key participants in the project. A file sharing service such as Share Point or BaseCamp, an FTP site and/or other similar services will be used to share the project calendar, draft meeting materials, draft reports and preliminary recommendations with the TAC and other key stakeholders involved in reviewing and commenting on draft work products prior to them being made available to the general public. The tool will enable specified users to post and share comments on interim work products as well as enable them to upload/download relevant draft documents and background information.

6) Report Distribution

The final report shall be presented by County staff and the consultant at a regularly scheduled County Planning Board Meeting. In addition to providing electronic access to the final report to municipal officials and stakeholders, the final report will be distributed to the County Planning Board and Engineering Department, TAC members and stakeholders. The report will also be provided to municipalities and be made available to members of the public via electronic download from the County's website.

Task 2B. Deliverables: There are several deliverables for the Public Involvement task. They are listed below.

- The consultant, in collaboration with the County Planning Division and TAC shall prepare a public involvement strategy for approval early in the study.
- Using the NJTPA Environmental Justice analysis portal, the consultant will produce a technical memorandum and GIS mapping highlighting locations of selected corridors that include underrepresented communities. The EJ process may include representation on the TAC.
- The consultant will provide project information for any project updates provided by county staff to partner agencies.
- The consultant shall provide background information and graphics to county staff when they participate in any stakeholder meetings.
- The consultant shall participate in (2) public meetings and prepare the necessary PowerPoint, meeting handouts, display materials, meeting agendas and summaries to share with the NJTPA and county staff to review prior to the meeting date.
- The consultant will supply needed project information to county staff to prepare e-mail announcements, press releases, cable TV and radio announcements, feature articles, press briefings, and interviews.
- The consultant will provide materials in electronic format to be posted on the county Planning Board, Somerset County Regional Center Partnership, Ridewise and the Somerset Business Partnership websites.
- The consultant will work with the county to develop a project title, project email address, project web page and, social media strategies to promote the study.
- The consultant will provide an internet-based file sharing service to facilitate collaboration among key participants in the project. The tool will be used to share the project calendar, draft meeting materials, various draft reports and preliminary recommendations with the TAC, focus group participants and other key stakeholders.

Task 3: Corridor Selection, and Existing Conditions Analysis

Corridor Selection Criteria

Working with the TAC, the consultant team will develop a set of corridor selection criteria consistent with state and federal rankings based upon various data sources such as areas that rank high for crash history on the New Jersey Network Screening lists for the NJTPA region. Potential corridors and intersections will be reviewed from the NJTPA Local Safety Program Network Priority lists by county staff and consultant, with input from the TAC committee using corridor selection criteria to select up to five (5) corridors.

Based on the most up to date NJTPA Local Safety Program Network Screening Lists, over thirty Somerset County roadway corridor/locations are identified. Other corridor selection criteria may include corridor safety issues confirmed through input from elected officials and or law enforcement. Also, corridors may be identified that are not listed on the NJTPA Local Safety Program Network Priority Screening Safety lists. Somerset County proposes to use a hybrid corridor selection process that will allow flexibility so corridors can be considered that are not identified on a NJTPA Local Safety Program Network Priority screening lists but may need analysis using other data sources such as previous subregional studies or from municipal input. Potential corridor selection criteria may include the highest crash locations as found in the statewide pedestrian screening list, the screenings lists for high priority intersections, high risk rural roads, pedestrian safety corridors, pedestrian intersection and other appropriate network screening lists.

Corridor selection criteria will include a context sensitive analysis by place type, and shall consider impact to underrepresented populations that may be disproportionately impacted on corridors with higher incidences of crashes. Past corridor safety recommendations from the Supporting Priority Investment in Somerset County Phases, 2 and 3 and the County Circulation Element Making Connections (2011) as well as municipal planning reports will be considered as part of the corridor selection criteria.

Corridor Selection

Somerset County and the consultant may conduct a stakeholder outreach effort to help identify potential corridors not listed on any New Jersey Network Screening Priority lists for the NJTPA region. This flexibility opens the process to selecting a corridor with input from law enforcement, municipal officials or other stakeholder groups. This type of corridor would not qualify for NJTPA Local Safety Program Funding nor any federal Highway Safety Improvement Program (HSIP) funding. Somerset County would have to apply its own resources to design and engineer any safety improvements while looking for other funding to implement the improvements for a corridor not listed on the NJTPA Local Safety Program Network Priority screening lists. It should be noted that due to the lag time between the NJTPA Local Safety Program Network Priority list updates, the possibility exists that additional corridors may be identified that are not listed on the most up to date NJTPA Local Safety Program Network Priority screening lists. Somerset County wishes to incorporate public, law enforcement and municipal input into the corridor selection process so the list of potential corridors does not exclude a corridor because it has not been identified on the latest NJDOT or NJTPA Local Safety Program Network Priority screening lists.

Once the initial five (5) corridors have been selected, the County will meet with the municipalities to insure local support for the RSA analysis on a roadway corridor. The meetings will allow the county to gauge whether there is local support and provides an opportunity for municipal officials to confirm existing safety issues to be included in the RSA analysis. If a municipality does not want to participate in a RSA, the County will select another corridor from the corridor prioritized list.

Existing Conditions Analysis

The consultant will prepare an existing conditions report for up to five (5) of the selected corridors. Based on the FHWA (RSA) process, the existing conditions report will include the corridor study limits; existing corridor zoning; existing building types; any improvement districts; roadway functional classification and intersection characteristics; traffic volumes; turning movements; speed limits; parking; horizontal alignment; number of signalized and un-signalized intersections; environmental justice data; existing bicycle and pedestrian accommodations; crosswalks; bus shelters; ADA compliance, bike lanes; school crossings; transit routes and transit stops along each corridor.

Data Collection

The consultant will collect data for up to five (5) selected corridors each up to a mile in length. The purpose of this data collection is in preparation for the RSAs to be conducted under Task 4.

The consultant will analyze the most recent available three years of crash data for vehicular crashes and five years of crash data for bike and pedestrian crashes. The consultant will collect crash data from Safety Voyager and any NJDOT crash databases and assemble the crash reports. The consultant should prepare collision diagrams along with temporal trends for each crash type by corridor. The data to be analyzed includes: the number of crash types by fatal/injury/property damage from the NJDOT crash database. Crashes should be analyzed by intersection, surface condition, lighting, day of the week, and crashes by month, crash severity, collision type, crash and pedestrian crash locations or other pertinent factors, pending data availability. Additional data to be analyzed could include roadway characteristics (speed limits, turning movements, etc.), traffic control devices, pedestrian and bicycle accommodations, bus stops, transit access, lighting, driveways, parking, and drainage.

Task 3 Deliverables

- The consultant in conjunction with Somerset County and the TAC will develop criteria to select up to five corridors. This will include input from the New Jersey Network Priority Screening Lists for the NJTPA region and outside data sources.
- The consultant will prepare an existing conditions report for each selected corridor including corridor study limits, corridor zoning; existing building types; any improvement districts,

intersection characteristics, traffic volumes, horizontal alignment, environmental justice data, crash diagrams, roadway functional classification, turning movements, speed limits, parking, number of signalized and un-signalized intersections, ADA compliance, existing bicycle and pedestrian accommodations, crosswalks, bus shelters, bike lanes, school crossings, transit routes and transit stops

- The consultant should summarize the data collection efforts in a technical memorandum summarizing results from the crash analysis for up to five corridors and include crash diagrams.

Task 4: Road Safety Audits and Recommended Improvements

RSA Team

The consultant will follow the RSA Process steps which include:

- Identify the Project
- Select the RSA Team
- Conduct the Start Up meeting to review project information
- Perform Field Reviews
- Conduct Audit Analysis and Prepare report of findings
- Present report of Project Findings to Roadway Owner
- Receive and Review Formal response from Roadway Owner
- Incorporate Findings into the project when appropriate (Roadway owner's responsibility)

The consultant, working with the county, will identify and form a multidisciplinary RSA team as a part of the preparation for the field reviews and meetings for up to five corridors. The team may include but is not limited to representatives from the Somerset County Engineering and Planning Departments, NJDOT, NJTPA, FHWA, NJ TRANSIT, RideWise TMA, a green infrastructure expert, public transit providers, municipal engineers and planners, municipal police, emergency services, board of education and department of public works staff. Additional stakeholders may also be invited including local safety advocates, a roadway safety specialist, traffic operations engineer and road design engineer. Somerset County will handle all of the logistics, including invitations, for all of the field meetings.

If needed Somerset County will provide bus transportation for RSA members for up to five corridors. Locations on where best to park transport vehicles will be identified in advance so that all sections of the corridor can be systematically examined, while minimizing walking distances.

Road Safety Audits

Working with the County, the consultant will conduct Road Safety Audits for up to five (5) selected corridors. The consultant will prepare a draft sample road safety audit project fact sheet and a PowerPoint reviewing the purpose of each corridor analysis and then discuss the safety findings from the corridor crash analysis on the meeting the day of the RSA field visit. The fact sheet will include traffic and crash data; a map of the corridor and surrounding area; crash diagrams; crashes in the RSA project area versus the county road system; pedestrian crash data; pedestrian crash diagrams; pedestrian crash temporal data; crash statistics; crashes per day of the week; crashes by month; crash severity; light and surface conditions and a description of the RSA process. The TAC and Somerset County will review the project fact sheet and review a draft post audit report format to insure it includes all items Somerset County would like included in the final RSA reports. Somerset County will share their past post audit reports with the consultant so they have examples of previous RSA reports. Information and findings from the data collection work task will be provided to the RSA team at least two weeks in advance of the RSA field visit.

The consultant will participate in a field visit with the RSA team to verify and evaluate existing conditions or measurements obtained from plans and reports and discuss important safety issues and potential safety improvements for up to five RSA corridors. The consultant will compare each crash corridor to the county's average for all crashes and will include this statistical breakdown in the road safety analysis

report. Roadway features to be evaluated include traffic control devices, pedestrian and bicycle accommodations, bus stops, transit access, lighting, driveways, parking, drainage etc.

Green Infrastructure

During each RSA field visit the consultant team will point out locations that offer the opportunity to implement green infrastructure improvements to reduce flooding or surface water runoff and for potential demonstration projects to address safety concerns. Each RSA team will consider the potential locations for green storm water infrastructure improvements. These locations will be identified for each corridor during the RSA and suggestions for different types of green storm water infrastructure improvements will be included in the draft RSA reports. The consultant will review the Passaic County Green Infrastructure Plan for best practices.

The consultant team, as part of the analysis, will identify locations for potential green infrastructure improvements to manage water from storms (or to address storm water runoff). The consultant will review the Passaic County Green Infrastructure Guidebook and other resources as necessary. The consultant will adapt best practices from the Passaic County Guidebook that could be applied to Somerset County road corridors. If the green infrastructure improvements cannot be included as part of the implementation of RSA recommended improvements, then Somerset County may utilize its own resources to implement green infrastructure improvements.

The consultant will provide sketches showing how green infrastructure improvements could be incorporated into a corridor wide improvement plan. The consultant should also include potential long range costs for green infrastructure improvements including maintenance. The consultant will also explore how green infrastructure projects need to plan for future upkeep to keep the green infrastructure performing at peak efficiency over time.

Demonstration Projects

During the RSA field visit, the consultant team will identify locations where potential demonstration projects might be appropriate to illustrate where specific safety improvements could work if implemented. The consultant will explain why the location would benefit from a specific type of demonstration project, what the temporary demonstration project might entail and then describe a checklist of items needed to implement a demonstration project.

Once the team has been briefed on the safety findings, the consultant(s) will lead one or more teams of stakeholders on a walking tour of each selected corridor. Each team will stop at each intersection to review the results from the crash analysis and to conduct field observations. The consultant will provide a note taker and photographer for each team to capture all team observations as part of the field assessment for each corridor. After the field visit is complete, the consultant will meet with the RSA team and review the comments to insure all comments are recorded correctly in each field report. Once the field debriefing is completed, the consultant team will compile the safety analysis and field observations into a draft RSA report including an implementation matrix of safety recommendations and problem statements.

The consultant will work with the County and TAC to identify potential locations for demonstration projects for each of the selected corridors. Demonstration projects are normally temporary and can be implemented after a safety recommendation is finalized to measure how well a proposed safety countermeasure addresses an identified safety issue. Demonstration projects can entail as little as outlining potential improvements with chalk or temporary paint, placement of traffic cones or movable barriers or a combination of these techniques to demonstrate potential safety improvements. The demonstration projects are an important tool to measure the effectiveness of and municipal and public acceptance of a proposed safety improvement. Locations for demonstration projects will identified for each corridor during the RSA field visit. The consultant will prepare a checklist that will describe a proposed safety improvement, list of materials needed, participating stakeholders, magnitude of costs and metrics to measure public support in an easy to follow step by step checklist. The demonstration projects may be implemented as appropriate after the completion of the study by the roadway owners.

Road Safety Audit Reports

Based upon the results of the existing conditions analysis and the findings from the Road Safety Audits (RSA), the consultant will develop individual draft road safety audit reports that summarize each corridor's existing conditions, safety issues and recommended package of safety and green infrastructure improvements.

Each standalone road safety report will contain site specific planning-level conceptual plans for the various recommended safety improvements such as but not limited to: intersection improvements, sidewalk improvements, bike lanes, and improvements to address ADA deficiencies. The report should apply FHWA Proven Safety Countermeasures and may include other measures that improve the environment for walking or biking. Sketches of site possible proposed improvements will be provided for improvements in each corridor.

An implementation matrix will be created listing for each proposed improvement short, medium and long term time frames, along with lead agencies, magnitude of cost and available funding resources. Each safety recommendation will be action oriented for up to five corridors.

Municipal Meetings

The consultant will meet with the municipalities the day of the RSA. The consultant and or county will meet a second time with municipalities to review the draft RSA report before it is finalized. This will allow Somerset County to modify any of the proposed recommendations in the draft final report based upon municipal input.

Task 4 Deliverables

- The consultant will assist the County to assemble a Road Safety Audit Team for each of the up to five (5) selected corridors.
- The consultant will prepare a project fact sheet and a PowerPoint presentation reviewing the purpose of each corridor analysis and then discuss the safety findings the day of the RSA field visit for up to five corridors. This presentation will also educate the RSA participants to identify safety problems they may see and potential design solutions.
- The consultant will conduct the field visit with the RSA team for up to five corridors to verify and evaluate existing conditions, discuss important safety issues and potential safety improvements.
- The consultant will develop road safety audit reports that summarize each selected corridor's existing conditions, safety issues and recommended package of improvements.
- As part of the RSA process, the consultant will work with the County and study **TAC** to identify potential locations for demonstration projects.
- The consultant will review the Passaic County Green Infrastructure Guidebook and adapt best practices to implement green infrastructure improvements along up to the five selected corridors.
- The consultant will meet with each municipality to review and revise proposed improvements for each of the selected corridors.
- The consultant will host one meeting the day of each RSA field visit with municipal officials to obtain a complete safety picture of each of the up to five selected corridors. A second municipal meeting will take place to review the draft RSA recommendations prior to the RSA reports being finalized. Meeting summaries will be prepared for both meetings.
- The consultant will prepare an implementation matrix listing each of proposed planning level safety recommendations for short-, medium- and long-term time frames; lead agencies; magnitude of cost and available funding resources. Each recommendation will be actionable that an individual or

government entity can advance the project or recommendation after the study has been completed.

Task 5: Final Report, Executive Summary and Implementation Matrix

Prior to the development of the final report, the consultant will prepare an outline of the report for review by subregion and NJTPA staff. After concurrence on the draft report outline, the consultant will prepare the draft and final report for review by the County and TAC. The report will be comprised of the following sections: an abstract, an executive summary, and the existing conditions analysis summary. public outreach activities summary, the five Road Safety Audit Reports, implementation matrix, problem statements and appendices. The sections of the final report will be based upon the deliverables from each task.

The consultant will develop problem statements for the recommended improvements as appropriate. The county will input study recommendations into the NJTPA PRIME database. A PowerPoint presentation summary of the study will be developed by the consultant team. All GIS products prepared by the consultant will follow the NJTPA's E-GIS guidelines and be delivered to the County. The consultant will provide digital copies of all data and presentation materials developed for the study including images, raw data from surveys, GIS layers to the sub-region and NJTPA.

The consultant will prepare a summary PowerPoint presentation that will be presented at a regularly scheduled County Planning Board meeting. County staff will enter all of the study recommendations into the NJTPA PRIME database. The consultant will also upload attachments for the final report and appendices and list contacts for communication when loading the study into the PRIME database. Digital copies of all data and presentation materials developed for the study including images, raw data from surveys GIS layers must be delivered to the sub-region and NJTPA All GIS products will follow the NJTPA EGIS User Manual Appendix U3 EGIS Quality Assurance Program.

Task 5 Deliverables The following items shall be delivered by the consultant at the conclusion of this study (in addition to the deliverables describe above, which are to be submitted at appropriate intervals during the course of the project.)

- The consultant will provide a Draft Final Report and associated appendices (1 electronic and 1 paper copy, double sided, as appropriate). Final Report and associated appendices (40 USB copies and 25 paper copies)
- The consultant will develop problem statements for the recommended improvements.
- Draft and Final graphically oriented PowerPoint presentation summary and script that summarizes the study's final report executive summary. (1 electronic in PowerPoint format of each)
- The consultant shall present the final report in a summary PowerPoint presentation at a regularly scheduled County Planning Board Meeting. The consultant will develop final report written and graphic materials to be posted on the County Planning Board website.
- Digital copies of all data and presentation materials developed for the project including images, raw data from surveys, derived GIS layers must be delivered to the subregion and NJTPA.
- All consultant GIS products will follow the procedures described in the NJTPA's EGIS User Manual specifically Appendix U3-EGIS Quality Assurance Program. This manual can be found on the NJTPA web site at www.njtpa.org.
- The consultant will provide digital copies of all data and presentation materials developed for the study including images, raw data from surveys, GIS layers to the subregion and NJTPA.
- All identified needs and recommendations generated by the study shall be entered into a database for upload in the NJTPA Planning Recommendations Integration Management Engine (PRIME) in accordance with PRIME requirements. Further details on PRIME can be found in the *PRIME User Guide* (user manual) the *PRIME Quick Start Guide* (basic instructions and best practices), the PRIME Frequently Asked Questions (FAQs) pages, the *PRIME Glossary* (PRIME system terminology) and the *PRIME Bulk Import User Guide* (instructions).

Guidelines for Overall Project Deliverables: Unless otherwise specified above, one electronic copy and one paper copy (double-sided as appropriate) shall be required for all final technical memoranda, reports, appendices, GIS datasets, maps, tables, PowerPoint presentations, meeting materials, and other products, associated with this study at the time they are needed during the project. Final Report will include on the report cover the NJTPA logo and disclaimer statement. All deliverables must be submitted first in draft form for review by county and NJTPA staff and then revised based on comments provided by the County, the project TAC committee and the NJTPA. The consultant will respond to County comments by providing revised documents within two weeks of receiving comments. 25 USB copies of all final deliverables associated with Tasks 2 thru 5 will be provided at the conclusion of the project.

Electronic submissions may be made via email or on CD-ROM, USB Flash Drive or Via FTP site as specified by the County. Memoranda, reports, tables, graphics, maps, presentations and displays shall be submitted to the County in both PDF and format to allow easy printing of additional copies and posting on the county web site.) and editable format (i.e. Microsoft Word, for text, Microsoft Excel for graphs and tables, ARCGIS for GIS Datasets associated with GIS based Maps; and/or Microsoft PowerPoint for presentations as applicable. The deliverables shall include the raw data files for the graphics and the consultant shall provide clear indication of the location and source of the data, underlying any tables, graphics and analyses so that County staff is able to reproduce, modify or update these items as needed. All GIS datasets shall be consistent with NJTPA's EGIS User manual available on the NJTPA web site at

http://www.njtpa.org/Datamap/GIS/documents/201010_UserTraining.pdf All electronic data files produced must be documented consistently.

The consulting working with the TAC will prepare the Somerset County Roadway Corridor Safety Analysis Subregional study Draft Final Report, which will contain an Abstract Executive Summary, Public Outreach and Interagency Coordination Summary, Corridor Selection, and Existing Conditions Analysis, Road Safety Audits and Recommended Improvements and Final Report, Executive Summary, Implementation Matrix and Problem Statements. A Final Summary PowerPoint Presentation of the study will also be developed by the consultant team.

Project Schedule: It is anticipated that this study will be completed within 22 months of its commencement by the County, with 15 months of consultant support. The study's draft final report must be delivered to the County no later than May 1, 2021. All work on the study must be completed by June 30, 2021.

4. Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of government agency.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the professional credentials of the principals and other key personnel either working for the contractor and their areas of responsibilities.

4.3 Subcontractors

Respondents may engage the services of subcontractors for completion of this project. If their proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location in which the work is to be performed must be provided. The respondent understands that if selected, the owner prior to initiating any subcontracted work, must approve the use of subcontractors in writing. (Refer to Section 2.11 and Item 2.11.1 for more details)

4.4 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost/Signature Form
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure of Investment Activities In Iran
7. Disadvantaged Business Enterprise
8. Budget Plan
9. Staffing Plan

4.5 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. The County reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary during the deliberation process.

Evaluation Team – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

5.4.1 Understanding of the Requested Work (25%)

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence (25%)

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.3 Management, Experience and Personnel Qualifications (25%)

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal. (See 4.1 and 4.2).

A detailed project plan and timeline (Gantt Chart) for completing Scope of Work.

5.4.4 Ability to Complete the Project/Services in a Timely Manner (20%)

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.5 Cost (5%)

Price shall be based on amount stated on the proposal cost form. Total overall costs to complete the project, the cost of maintenance, training, etc. –or- Price shall be based on hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

5.5 Payment

Invoices shall be submitted monthly and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

5.6 Term of the contract

The Contract begins date of award with all work on the study to be completed no later than June 30, 2021.

5.7 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

**COUNTY OF SOMERSET
RFP DOCUMENT CHECKLIST**

**Read,
Acknowledged,
Signed & Submitted
Respondent's
Initial**

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP

- Ownership Statement - Stockholder Disclosure Certification
- Non-Collusion Affidavit
- EEO/Affirmative Action Compliance Notice – Submit Copy of State Certificate of Employee Information Report
- Proposal Cost Form/Signature Page
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)
- Disclosure of Activities in Iran
- Other: Budget and Staffing Plans

B. REQUIRED NO LATER THAN TIME PERIOD INDICATED

B.1 SUBMIT DOCUMENTS AT TIME OF RFP RESPONSE DUE DATE

- Qualification Statement
- Key Personnel Information
- Three (3) references for similar projects
- Projected project plan and timeline (Gantt Chart)

**B.2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE
"SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED"**

- New Jersey Business Registration Certificate
- New Jersey Business Registration Certificate – Named /Listed Subcontractor(s)
- DBE/ESBE Participation Documentation or documentation of good faith efforts

B.3 MUST SUBMIT BY CONTRACT AWARD DATE

- Certificates of the Required Insurance naming County Additionally Insured
- Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order

C. READ ONLY

- Americans With Disability Act of 1990 Language

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

PROPOSAL COST FORM/SIGNATURE PAGE

TO THE COUNTY OF SOMERSET BOARD OF CHOSEN FREEHOLDERS:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

**Consultant Services to Complete the
Somerset County Roadway Corridor Safety Analysis
CONTRACT #: CY-COM-0054-19**

* Schedule Fees and hourly rates for consulting services attached: Yes No

(Corporation)

The undersigned is a (Partnership) under the laws of the State of _____ having its

(Individual)

Principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number



County of Somerset New Jersey

PO Box 3000 – 20 Grove Street
COUNTY ADMINISTRATION BUILDING
Somerville, NJ 08876-1262
PHONE: (908) 231-7043 FAX: (908) 575-3917



OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ VENDOR {BIDDER}: _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX.
ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO
COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | <u>YES</u> | <u>NO</u> |
|--|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2–4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is " YES ", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |
- IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.**

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2–4 ANSWERED AS "YES".

If you answered "**YES**" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	_____	ZIP _____

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	_____	ZIP _____

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	_____	ZIP _____

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	_____	ZIP _____

Attach Additional Sheets If Necessary

PART 2 continued
PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	_____	ZIP

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	_____	ZIP

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	_____	ZIP

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3
PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

<u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u>	<u>PAGE #</u>

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Somerset, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County to notify the County in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter Vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

**COUNTY OF SOMERSET, NEW JERSEY
NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the County of _____ and State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the Company of _____
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP numbered _____,
(Contract #)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above numbered project; and that

all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the County of Somerset relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(Name of Firm/Company)

(Signature of Affiant)

(Type of Print Name of Affiant)

**COUNTY OF SOMERSET, NEW JERSEY
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

(REVISED 4/10)

COUNTY OF SOMERSET, NEW JERSEY
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT


Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625


State Treasurer

VOID

COUNTY OF SOMERSET, NEW JERSEY
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

COUNTY OF SOMERSET, NEW JERSEY

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES

PREFER WITH RFP RESPONSE, REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

J.P. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

COUNTY OF SOMERSET, NEW JERSEY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

**County of Somerset, New Jersey
Disclosure of Investment Activities in Iran**

Bidder Name:	
---------------------	--

Part 1: Certification

*BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.***

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Check the Appropriate Box

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Somerset is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Somerset to notify the County of Somerset in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Somerset and that the County of Somerset at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DISADVANTAGED BUSINESS ENTERPRISE AND EMERGING SMALL BUSINESS ENTERPRISE PARTICIPATION

A federal requirement that must be addressed on projects financed in whole or in part through the U.S. Department of Transportation (DOT) is the mandated Disadvantaged Business Enterprise participation program.

This consultant contract is subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure The State of New Jersey Department of Transportation (NJDOT) achieves its federally mandated statewide overall DBE goal, the County and NJTPA encourages the participation of Disadvantaged Business Enterprises (DBE) or Emerging Small Business Enterprises (ESBE), as defined below, in the performance of consultant contracts financed in whole or in part with U.S. DOT funding. *For this study drawing on federal funding under a NJTPA grant, the DBE/ESBE participation goal shall be at minimum 13.23%.*

The NJTPA has a long-standing commitment to maximize business opportunities available to DBEs and ESBEs. The consultant's contract is subject to all federal, state, and local laws, rules, and regulations, including but not limited to, non-discrimination in employment and affirmative action for equal employment opportunity. The consultant's contract obligates the consultant to aggressively pursue DBEs and ESBEs for participation in the performance of contracts and subcontracts financed in whole or in part with U.S. DOT funding. The consultant cannot discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts. Prior to the award of a consultant contract, the consultant must demonstrate sufficient reasonable efforts to utilize DBE/ESBE firms.

Disadvantaged Business Enterprise

A Disadvantaged Business Enterprise (DBE) is defined in 49 CFR Part 26 and FTA C 4716.1A, as "a small business concern (from Section 3 of the Small Business Act), which has met the following criteria and has obtained certification as a DBE by NJDOT, NJ TRANSIT or Port Authority of New York New Jersey:

1. at least 51 percent owned by one or more 'socially and economically disadvantaged' individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more 'socially and economically disadvantaged' individuals; and
2. whose management and daily business operations are controlled by one or more of the 'socially and economically disadvantaged' individuals who own it.

'Socially and economically disadvantaged' is defined as individuals who are citizens of the United States (or lawfully permanent residents) and who are: "Black Americans," "Hispanic Americans", "Native Americans," "Asian-Pacific Americans", "Asian-Indian Americans", "Women" (regardless of race, ethnicity, or origin); or "Other" (disadvantaged pursuant to Section 8 of the Small Business Act).

A database of DBEs certified under the State of New Jersey's Unified Certification Program (UCP) may be found using the following webpage link:

<https://njucp.dbesystem.com/>

Emerging Small Business Enterprise

The Emerging Small Business Enterprise (ESBE) referred to herein is defined as a firm that has met the following criteria and obtained small business certification as an ESBE by NJDOT:

1. A firm must meet the criteria for a small business as defined by the Small Business Administration in 13 CFR Part 121, which includes annual receipts from all revenues, including affiliate receipts

which equates to the annual arithmetic average over the last 3 completed tax years, or by the number of employees.

2. The small business must be owned by individuals who do not exceed the personal net worth criteria established in 49 CFR Part 26 which is \$750,000.

All appropriately certified DBEs fall into this definition due to their size.

The NJDOT's directory of certified ESBEs may be found on the following webpage:

<http://www.state.nj.us/transportation/business/procurement/ProfServ/information.shtm>

DBE/ESBE Participation Documentation

Disadvantaged Business Enterprise/Emerging Small Business Enterprise (DBE/ESBE) participation is an important goal of the County. The Consultant must demonstrate sufficient reasonable efforts to meet the DBE/ESBE contract goals as identified herein. Consultants can meet this requirement in either of two ways. First the prime consultant can meet the goal, documenting commitments of participation by DBE/ESBE firms sufficient for this purpose. Second, if a consultant does not meet this goal, they must document and demonstrate to the County's satisfaction that they made adequate good faith efforts to do so as further described below.

To demonstrate compliance with the goal in their proposals consultants should include:

1. the names and addresses of each DBE/ESBE that will participate in the contract;
2. the description and estimated fee or dollar amount of the work each DBE/ESBE will perform;
3. written documentation of the prime consultant's commitment to use each DBE/ESBE in the contract whose participation it submits to meet the goal; and
4. written confirmation from each DBE/ESBE that it is participating in the contract as provided in the prime consultant's commitment.

Evidence of DBE/ESBE certification issued by the NJDOT, NJ Transit or PANYNJ may be requested prior to award of contract. *Note: Although the County encourages the use of small businesses, minority-owned firms and women's business enterprises on all of our projects, the State of New Jersey's MBE/WBE or SBE Certifications issued by the Department of Treasury **do not** satisfy this federal requirement for DBE certification – nor do firms certified as a DBE by other states. Firms certified as a SBE, MBE or WBE by other agencies, or as a DBE by other states, are encouraged to apply for certification as an ESBE by the NJDOT, or as a DBE by the NJDOT, New Jersey TRANSIT, or Port Authority of New York New Jersey.*

The prime consultant must document, in writing, all of the steps that led to any selection of the DBE/ESBE firm(s).

Good Faith Efforts

If the contract goal is not met by the apparent successful consultant, evidence of good faith efforts must be presented to the County for consideration.

To demonstrate sufficient reasonable efforts to meet the DBE or ESBE contract goals, a consultant shall document the steps it has taken to obtain DBE or ESBE participation, including but not limited to the following efforts.

1. Attendance at an information meeting, if any, to inform the DBEs or ESBEs of prime contracting and subcontracting opportunities under a given solicitation.
2. Advertisement in general circulation media, trade association publications, and small business publications for at least 20 days before proposals are due. If 20 days are not available, publication for a shorter reasonable time may be acceptable.
3. Written notification to DBEs or ESBEs that their interest in the contract is solicited.

4. Efforts made to select portions of work proposed to be performed by DBEs or ESBEs in order to increase the likelihood of achieving the stated goal.
5. Efforts made to negotiate with DBEs or ESBEs for specific proposals including at a minimum:
 - A. The names, addresses and telephone numbers of DBEs or ESBEs that were contacted;
 - B. A description of the information provided to DBEs or ESBEs regarding the scope of work for the specified solicitation; and
 - C. A statement of why additional agreements with DBEs or ESBEs were not reached.
6. Information regarding each DBE or ESBE the contractor contacted and rejected as unqualified and the reasons for the contractor's conclusion.
7. Efforts made to assist the DBE or ESBE in obtaining bonding or insurance required by the contractor.

Note: If the County determines that the apparent successful consultant has failed to meet the requirements of this section, the consultant will be afforded the opportunity for an administrative reconsideration of that determination prior to the award or rejection of the contract. As part of the administrative reconsideration process, the consultant will have the opportunity to provide additional written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. County will send the consultant a written decision on reconsideration, explaining the basis for the finding that the consultant did or did not meet the goal or make adequate good faith efforts to do so.

Sample Staffing Plan

Project Title:									
Prime Consultant's Name:									
Employee	Title	Estimated Hours per Task							Total Hours
		1	2	3	4	5	6	7	
Name	Vice President (P14)	0	0	0	0	0	0	0	0
Name	Sr Engineering Manager (P14)	0	0	0	0	0	0	0	0
Name	Sr. Supervising Engineer (P13)	0	0	0	0	0	0	0	0
Name	Supervising Engineer (P12)	0	0	0	0	0	0	0	0
Name	Lead Engineer (P11)	0	0	0	0	0	0	0	0
Name	Senior Engineer (P10)	0	0	0	0	0	0	0	0
Name	Engineer II (P9)	0	0	0	0	0	0	0	0
Name	Engineer I (P8)	0	0	0	0	0	0	0	0
Name	Engineering Aide III	0	0	0	0	0	0	0	0
Name	(P14)	0	0	0	0	0	0	0	0
Name	(P10)	0	0	0	0	0	0	0	0
Subtotal, Prime Consultant's Hours:		0	0	0	0	0	0	0	0
Subconsultant's Name:									
Employee	Title	Estimated Hours per Task							Total Hours
		1	2	3	4	5	6	7	
Name	Vice President (P14)	0	0	0	0	0	0	0	0
Name	Sr Engineering Manager (P14)	0	0	0	0	0	0	0	0
Name	Sr. Supervising Engineer (P13)	0	0	0	0	0	0	0	0
Name	Supervising Engineer (P12)	0	0	0	0	0	0	0	0
Name	Lead Engineer (P11)	0	0	0	0	0	0	0	0
Name	Senior Engineer (P10)	0	0	0	0	0	0	0	0
Name	Engineer II (P9)	0	0	0	0	0	0	0	0
Name	Engineer I (P8)	0	0	0	0	0	0	0	0
Name	Engineering Aide III	0	0	0	0	0	0	0	0
Name	(P14)	0	0	0	0	0	0	0	0
Name	(P10)	0	0	0	0	0	0	0	0
Subtotal, Subconsultant's Hours:		0	0	0	0	0	0	0	0
Total Hours for Project:		0	0	0	0	0	0	0	0

Sample Budget Form

Project Title:															
Prime Consultant's Name:															
Employee Name	Title	Hourly Rate	Estimated Hours per Task							Total Hours	Direct Labor	Overhead %	Overhead Cost	Total Labor	
			1	2	3	4	5	6	7						
Name	Vice President (P14)	\$0.00	0	0	0	0	0	0	0	0	\$0.00	0.00%	\$0.00	\$0.00	
Name	Sr Engineering Manager (P14)	\$0.00	0	0	0	0	0	0	0	0	\$0.00	0.00%	\$0.00	\$0.00	
Name	Sr. Supervising Engineer (P13)	\$0.00	0	0	0	0	0	0	0	0	\$0.00	0.00%	\$0.00	\$0.00	
Name	Supervising Engineer (P12)	\$0.00	0	0	0	0	0	0	0	0	\$0.00	0.00%	\$0.00	\$0.00	
Name	Lead Engineer (P11)	\$0.00	0	0	0	0	0	0	0	0	\$0.00	0.00%	\$0.00	\$0.00	
Name	Senior Engineer (P10)	\$0.00	0	0	0	0	0	0	0	0	\$0.00	0.00%	\$0.00	\$0.00	
Name	Engineer II (P9)	\$0.00	0	0	0	0	0	0	0	0	\$0.00	0.00%	\$0.00	\$0.00	
Name	Engineer I (P8)	\$0.00	0	0	0	0	0	0	0	0	\$0.00	0.00%	\$0.00	\$0.00	
Name	Engineering Aide III (P14)	\$0.00	0	0	0	0	0	0	0	0	\$0.00	0.00%	\$0.00	\$0.00	
Name	(P10)	\$0.00	0	0	0	0	0	0	0	0	\$0.00	0.00%	\$0.00	\$0.00	
Subtotal, Prime Consultant's Hours:			0	0	0	0	0	0	0	0	\$0.00		\$0.00	\$0.00	
											Subtotal Labor:			\$0.00	
											Fee:	0%		\$0.00	
											Non-Salary, Direct Expenses:				
												Supplies		\$0.00	
												Travel		\$0.00	
												Printing/Reproduction		\$0.00	
												Telephone		\$0.00	
												Postage		\$0.00	
												Computer Services/Graphics		\$0.00	
												Subtotal Direct Expenses		\$0.00	
											Subconsultant Fees:				
												Subconsultant A (DBE/ESBE)		\$0.00	
												Subconsultant B (DBE/ESBE)		\$0.00	
												Subconsultant C (DBE/ESBE)		\$0.00	
												Subtotal Subconsultant Fees		\$0.00	
												Total:			\$0.00

DBE/ESBE Participation Sub-Total \$0.00
 DBE/ESBE Participation, % of Total %