

Morris County Division of Transportation

Request for Proposals

Wharton Borough Safe Routes to School Program

Background

The Morris County Division of Transportation is the agency responsible for the implementation of a Safe Routes to School Program in McKinnon Middle School and Duffy Elementary School in Wharton Borough, NJ. Wharton Borough is a small community located in northwestern Morris County with a population of 6,268 people (2000 Census). The municipality is nestled between Route 80 and Route 46. Duffy Elementary School and McKinnon Middle School are housed in the same building and have a combined student population of 749 students and 90 teachers and administrators. The student population is predominantly Hispanic (47%) and White (46%), with a small student population of African Americans (4%) and Asian/Pacific Islander (4%).

It is the intent of the Morris County Division of Transportation to select a qualified licensed consultant to help manage and implement the Morris County Safe Routes to School Program as defined here.

The program's goal is to build a physical environment and encourage a social climate that supports children's ability to walk, bicycle, and carpool or take transit safely to school, in order to:

- Reduce traffic congestion around schools;
- Create safer, calmer streets and neighborhoods;
- Improve air quality and provide a cleaner environment;
- Increase physical activity for children; and
- Foster a healthier lifestyle for the whole family.

The Morris County Safe Routes to School Program is funded through the North Jersey Transportation Planning Authority's Subregional Study Program for FY 2006-2007. The program will include classroom education, special events, and safe routes development, mapping and engineering assistance. The success of the Morris County program is based largely on the broad based involvement of parents, teachers, engineers, school administrators, and local elected officials, all working together with program staff and volunteers to ensure that the program is successful over the long term.

An evaluation panel consisting of representatives from NJTPA, NJDOT, NJ TRANSIT, Wharton Borough, Wharton Board of Education, TransOptions, and Morris County Division of Transportation will evaluate all proposals.

Scope of Services

The following scope of services provides proposals with an outline of services that are expected to be offered as part of this program. The contract period will be for seventeen months. It is our intent that the chosen consultant completes all necessary planning within five months of the start date of the contract leaving the second year for plan implementation.

The consultant will perform but is not limited to the tasks below: therefore, proposals are invited to recommend amendments or adjustments to this scope to provide the most comprehensive Safe Routes to School program possible for McKinnon Middle School and Duffy Elementary School.

Safe Routes to School programs are not a “one size fits all” operation. In fact, almost every school will have a different set of engineering, enforcement, education, and encouragement (Four E’s) obstacles. It is important that the selected consultant demonstrate imagination and innovation in order to help develop a Safe Routes to School Program and Plan that is tailored specifically toward achieving the goals and objectives of McKinnon Middle School and Duffy Elementary School.

Task 1 Strategy Meetings

The consultants will meet quarterly after the initial kickoff meeting with a variety of stakeholder groups to determine the goals, objectives, implementation and sustainability of a Safe Routes to School Program at McKinnon Middle School and Duffy Elementary School in Wharton Borough, NJ. All goals and objectives of the program must be in compliance with the Regional Transportation Plan of the North Jersey Transportation Planning Authority.

Stakeholder groups include:

- **Parents, parent organizations (i.e. the PTA) and student volunteers** involved in the programs at the participating schools.
- **School Officials** participating in Safe Routes to School activities including the superintendent of schools, school principal, school nurse, and teachers.
- **Public Works Directors/Engineers/Planners** from the County and Borough.
- **City Officials** including the Mayor and Councilmen.
- **Police Chief and/or Traffic Safety Officer** involved addressing safety issues.

Task 2.A Research Best Practices of Other Safe Routes to School Programs and Identify and Develop Funding Mechanisms

Considerable information exists on other programs throughout the United States. The consultant will summarize public information available on such programs, as well as

other programs of which the consultant has knowledge, with emphasis on program items that are applicable to Morris County. Of particular importance will be measures of effectiveness used in other programs.

The consultant team will actively identify federal, state, and local funding sources that will provide additional funds for the Safe Routes to School program or for capital projects. In addition, the consultant team will assist with grant applications and other documentation.

Task 2.A Deliverable: Prepare a Technical Memorandum summarizing elements of other programs that may be applicable to Morris County and identify funding sources and support in seeking identified funding.

Task 2.B Evaluate Existing Conditions and Preparation of Safe Walking and Bicycling Routes Maps

The consultant will conduct a physical infrastructure inventory including but not limited to sidewalks, bicycle lanes, crosswalks, signage, traffic signals, lighting, and network connectivity of up to a two mile radius (State School Bus Cutoff) surrounding the McKinnon Middle School and Duffy Elementary School. The inventory will be prepared in a technical memorandum with accompanying ARC GIS maps, tables, and charts.

Utilizing the infrastructure analysis, student, parent, and teacher surveys, input from the Safe Routes to School Technical Advisory Committee, and sound bicycle and pedestrian planning the chosen consultant will prepare community maps in ARC GIS that detail safe walking and bicycling routes to school for children attending McKinnon Middle School and Duffy Elementary School. The maps will encompass a two mile radius around the schools. The maps will be presented to the Technical Advisory Committee for comments and analysis and may be altered to include their recommendations. Once the routes are approved by the TAC they will be subject to a public meeting and commenting period and sent back to the TAC for final approval.

Task 2.B Deliverable: Prepare a Technical Memorandum summarizing the existing infrastructure conditions including ARC GIS mapping and appropriate tables and charts. This information will be utilized to allow the Safe Routes to School Committee to document their preferred routes and identify and prioritize their infrastructure needs in ARC GIS.

Task 2.C Develop a Strategic Education Program and Materials

The consultant will develop a strategic education program and related materials for the program. The materials will include the following:

- Generalized public outreach materials that will encourage participation and education on Safe Routes to School.
- Materials to assist the Wharton School District in describing their role and responsibilities in the program and assisting them in organizing the infrastructure necessary to support an ongoing program.
- Education materials that can be used in the classroom and in the training of volunteers, teachers, and other participants.
- Ongoing feedback and evaluation program and selected reporting documenting the activities of the program.

All educational materials for the general public shall be prepared in both English and Spanish.

Task 2.C Deliverable: A comprehensive set of program outreach strategies and materials including but not limited to four newsletters, classroom activities and educational sessions, student contests, and community events and interaction such as “Walking Wednesdays.”

Task 2.D Develop Measures of Success

An important part of evaluating the success of the Safe Routes to School program is establishing objectives, performance standards, and evaluation measures. Performance targets such as the reduction of automobile trips, reduction in “drive alone” travel, reduction in vehicle miles traveled, and an increase in walking, bicycling, and carpooling should be met. The consultant will develop student, teacher, and parent surveys to distribute at participating schools to measure and evaluate the performance targets over the course of the program.

All objectives, performance standards, and evaluation measures should demonstrate compliance with the Regional Transportation Plan of the North Jersey Transportation Planning Authority.

The study team will prepare progress reports before and after major events including but not limited to “walk to school day”, educational sessions, and marketing campaigns and a year ending report that will describe progress on program level measures identified above.

Task 2.D Deliverable: A comprehensive set of objectives, performance standards, and evaluation measures in compliance with the Regional Transportation Plan, an evaluation of student, parent, and teacher surveys and an analysis of the techniques aimed at meeting the objectives, performance standards and evaluation measures.

Task 3.A Conceptual Design and Engineering

The consultant team must include a licensed Civil or Traffic Engineer that can regularly meet (during task 3) with all stakeholders to identify appropriate traffic improvements and other measures that will encourage safe bicycle and pedestrian modes of travel to school. The consultant team will also work with the municipal or county engineer in developing a conceptual design of appropriate projects, cost estimating, environmental screening and preparing grant applications for construction of potential improvement projects.

Task 3.B Develop a Safe Routes to School Plan

The consultant team will support the removal of barriers to walking and biking to school efforts by preparing a Safe Routes to School Plan for the McKinnon Middle School and Duffy Elementary School. The Plan will identify but not be limited to both short term and long term implementation strategies for enhancing safety and reducing local congestion. The plan will include but is not limited to recommendations for engineering, enforcement, education, and encouragement such as traffic calming measures, car pool database and matching system, “walking school bus”, and speed enforcement. The plan will obtain input from and be supported by the Safe Routes to School Committee.

One of the challenges of any Safe Routes to School program is ensuring that the program becomes an ongoing part of school life, rather than a one-time set of events at the school. It is essential that the Safe Routes to School Plan address long term viability and sustainability of the program.

Task 3 A, B Deliverable: Ongoing support for McKinnon Middle School and Duffy Elementary School in Wharton Borough including support for the Safe Routes to School Committee, development of short term/early action (crossing guards, signage, striping, contests, and events) and longer range/capital projects (sidewalks, bicycle lanes, traffic calming) including final design resulting in construction ready projects, and preparation of a Sustainable Safe Routes to School Plan for McKinnon Middle School and Duffy Elementary School.

Tasks 2 and 3 will be completed by the end of the fifth month after given notice to proceed. Tasks 1, 2.C, and a portion of 2.A will be ongoing activities.

Task 4 Implementation of Safe Routes to School Program

The selected consultant will be expected to provide appropriate and experienced program management staff to work with the Safe Routes to School Committee and the Morris County Division of Transportation Staff. The consultant will provide expertise in appropriate budgeting, evaluation measures and accountability for all programs. The team will also ensure that program goals are consistent with good engineering practices and County standards, finalize all marketing materials, and prepare and administer school events. This is an ongoing task.

Task 5 Develop a “How to Guide”

The selected consultant will be expected to record and evaluate the successes and failures (what worked and what did not work) of the Safe Routes to School Program in the Wharton School District for the publication of a “How to Guide” for parties interested in developing their own Safe Routes to School program. The “How to Guide” should have regional applicability and written for a diverse audience such as parents, school administrators, elected officials, planners, engineers, and advocacy groups.

Task 5 Deliverable: A “How to Guide” for parties interested in developing Safe Routes to School programs in their communities. A final version will be submitted with the final invoice.

PROJECT ADMINISTRATION

1. Status Reports and Invoices

The consultant shall prepare status reports and invoices on a monthly basis. All NJTPA requirements for financial and status reports will be followed. In addition to standard requirements identified in this document, each status report shall document the following items by task and entire project:

- Summary of work progress to date;
- Problems encountered and suggested remedial course(s) of action;
- Products produced;
- Percent of task completed; and
- Percent of task budget expended.

2. In addition to standard requirements identified in this document, each invoice shall document the following items by task and entire project:

- Current period expenditures and supporting documentation;
- Summary of previous invoice amounts;
- Percent of budget expended and remaining; and
- Consultant shall ensure that all invoices are accompanied by all completed county covering forms required for invoice processing. Status reports and invoices are to be provided to the County Project Manager (CPM) within 10 business days following the end of the month, unless otherwise agreed by project manager and consultant. All invoices must be received no later than April 30, 2007 to ensure payment.

3. Adjustments to Scope of Work

Adjustments to the agreed scope of work shall be made at the discretion of the CPM. Proposed modifications must be submitted in writing by the consultant to the CPM and are subject to review before approval, adjustment, or rejection is determined by CPM. All modification requests must identify any projected impacts to budget, staffing, and work completion levels.

PROJECT BUDGET

The consultant budget for this project is a maximum of \$145,000. The award of this contract is contingent on the availability of funds.

PROPOSAL EVALUATION

An evaluation panel consisting of representatives from NJTPA, NJDOT, Wharton Borough, Wharton Board of Education, and Morris County Division of Transportation will evaluate all proposals. At the first meeting, the selection committee will identify the top two or three proposals, and will ask those firms to make oral presentations if deemed necessary. The preferred consultant will then be selected.

The following criteria shall be the basis of the proposal evaluations:

1. Experience in developing and implementing large scale bicycle and pedestrian safety programs, including knowledge of successful programs outside of Morris County that may have features applicable to the County.
2. Experience working with public advocacy groups and volunteer organizations.
3. Engineering expertise and experience in working with Public Works Departments and their engineer to develop conceptual recommendations for, and implementation of safe pedestrian and bicycle enhancements.
4. Ability to provide high quality graphic and education material for distribution as part of this program, including the production of four newsletters and providing updated information on the Safe Routes to School program to the Morris County DOT website.
5. Ability for team member who will have personal contact with school children (e.g. as trainers/instructors) to pass a criminal background examination.
6. Additional consideration shall be given to the following:
 - a. The firm(s)'s ability to perform the stated work within the required time limits considering its current and projected work load and staff assignments. The consultant team in its letter of transmittal in this regard should make a statement.

- b. The relationship between the level of effort and emphasis for specific tasks in the work program and the cost estimate.
- c. The ability of the consultant to complete the project by April 30, 2007. No invoices for payment will be accepted after that date.

PROPOSAL REQUIREMENTS

Please provide one unbound proposal plus 10 copies to the Morris County Division of Transportation Office no later than 12PM – Wednesday, October 5, 2005. The proposal shall not exceed 20 written pages (single sided, 8-1/2” X 11” pages and excluding proposal cover, cover letter, table of contents and supplemental information such as firm brochures and resumes). The minimum font size shall be size 10. A CD containing the proposal in a Microsoft Word document should be supplied.

Proposals shall be organized in the following format:

1. **Cover Letter:** Identify the prime consultant and describe any subcontract arrangements. Please identify the person who is authorized to negotiate for the team, and indicate that the proposal represents a firm binding offer for 90 days.
2. **Proof of Registration Certificate:** It is imperative that all applicants and sub-applicants are registered with the New Jersey Department of Treasury. A proof of registration certificate or certificates must be submitted as part of the proposal. In addition, all applicants and sub-applicants must be licensed professionals.
3. **Project Understanding and Approach:** Describe your understanding of the need for a Safe Routes to Schools program in McKinnon Middle School and Duffy Elementary School, Wharton Borough, NJ and describe your approach to meeting the program goals and objectives outlined in this request for proposals.
4. **Study Team:** Describe your team organization, including the qualifications of the prime consultant and any subconsultants included in the team. Please provide evidence of your experience in each of the areas identified in this proposal. Provide references with emphasis on those relating to bicycle and pedestrian education and engineering efforts provided by your firm.
5. **Key Staff:** Identify all key team members including a work chart providing their name, title, hours per task, hourly rate, total hours, direct labor, overhead and percentage of work by task. This also applies to subcontractors.
6. **Work Plan:** Provide a proposed work plan for design, implementation and evaluation of the Safe Route to Schools program. The work plan should consist of monthly invoicing and reporting. The last invoice will be through April 30, 2007. It is to the consultant team’s advantage to describe how the firm(s) shall undertake each task and

not simply repeat what has been listed in the scope of services. If the consultant team desires to suggest an alternative approach to the tasks delineated in the scope of services. The consultant team should present the alternative wording and rationale for the suggested change.

- 7. Project Schedule:** Please identify major project milestones and key dates in the project schedule.
- 8. Project Budget:** The consultant team shall detail how the budget for the study is estimated and include the following for the proposed prime contractor and subcontractor(s):
 - a. Salary rate table – A matrix showing the hourly rate of all personnel listed in the staffing plan, their hours and total cost by task.
 - b. Direct non-salary expenses – Detail travel, telephone, printing and other non-salary expenses necessary to complete the project.
 - c. Overhead – This is a percentage of direct salary only. Identify overhead rate and method used to determine the rate. The overhead maximum allowed is 120%.
 - d. Fee – Fees shall be calculated on direct salary and overhead only, and shall not exceed 10%.
 - e. Length of time – The length of time the cost proposal is considered valid or in effect. Please note that the overhead rate and fee are subject to review by the NJTPA staff for reasonableness and acceptability.

The total amount available to this program is \$145,000 for the period of the contract. See the example provided at the end of the document.

GENERAL INFORMATION

A. Limitations to Liability

The county assumes no liability for costs incurred by consultant team in responding to this RFP or in responding to any further request for interviews, additional data, etc. prior to the issuance of the contract.

B. Rejection of Proposals

The county reserves the right to reject any or all proposals or to award the contracts in whole or in part, if this is held to be in the county's best interest.

C. Type of Contract, Fees and Compensation

The county anticipates that it will execute professional service agreement for the services required to complete the study in the amount of \$145,000. In developing the technical work plan, consultant team is reminded that all costs and charges related to the performance of the services must be shown in detail in cost estimate.

D. Joint Consultant Team and Use of Contractors

The consultant teams may find it advantageous to include subcontractors or other participants in the proposal. All prime consultants who are not disadvantaged business enterprises (DBE) or emerging small business enterprises (ESBE) will need to contract with a subcontractor to meet the **requirement of the 12 percent DBE/ESBE participation rate, which is applicable to the consultant portion of the budget only (see Section G below for details)**. Any such arrangement is acceptable provided that the relationship between the firms is clearly defined and the method of maintaining proper project management is described. The method selected to subcontract is left to the consultant team's discretion, recognizing that the county's most important criteria are adequate capability in all areas of the study work. All subcontractors must be identified in the same manner as the prime contractor.

E. Equal Opportunity/Affirmative Action Rules for Professional Service Contracts

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under

this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

A certificate of insurance will be required of the selected firm that meet all the NJTPA and NJDOT requirements and shall indemnify and hold the County of Morris harmless in the pursuit of this study.

F. Participation of Foreign Contractors and Subcontractors

As part of the contract the consultant shall be required to comply with the special provisions for foreign contractors.

G. Disadvantaged Business Enterprise (DBE) and Emerging Small Business Enterprise (ESBE) Participation

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 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
- b. 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).

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 DBEs fall into this definition due to their size.

3. Documentation by Consultant:

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 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 (DBEs) and Emerging Small Businesses (ESBEs) for participation in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The consultant can not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts. The prime consultant must document, in writing, all of the steps that led to any selection of the DBE/ESBE firm/(s). Prior to the award of a consultant contract, the consultant must demonstrate sufficient reasonable efforts to utilize DBE/ESBE firms. **For studies drawing on federal funding under an NJTPA grant, the ESBE goal shall be at minimum 12%.** If, at any time you intend 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 your cost proposal, you must document your reasonable efforts, in accordance with Section C above. 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 Program 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, including but not limited to the following:

- Attendance at an information meeting, if any, to inform the DBEs or ESBEs of prime contracting and subcontracting opportunities under a given solicitation.
- 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.
- Written notification to DBEs or ESBEs that their interest in the contract is solicited;
- 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;
- Efforts made to negotiate with DBEs or ESBEs for specific proposals including at a minimum:

- The names, addresses and telephone numbers of DBEs or ESBEs that were contacted;
- A description of the information provided to DBEs or ESBEs regarding the scope of work for the specified solicitation; and
- A statement of why additional agreements with DBEs or ESBEs were not reached;
- Information regarding each DBE or ESBE the contractor contacted and rejected as unqualified and the reasons for the contractor's conclusion;
- Efforts made to assist the DBE or ESBE in obtaining bonding or insurance required by the contractor.

NOTE: If 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. NJTPA will send the contractor a written decision on reconsideration, explaining the basis for the finding that the contractor did or did not meet the goal or make adequate good faith efforts to do so.

H. Right to Appeal

Any firm has the right to appeal on the basis of discrimination or unfair exclusion.

I. Code of Ethics

All firms shall comply with NJIT and NJTPA code of ethics.

INSURANCE REQUIREMENTS

A. Protection of Persons and Property

Contractor shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in the work, or which has been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or

B. Insurance

1. The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the County of Morris with insurance companies licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or policies as determined by the County of Morris. Each Certificate or policy shall require that a thirty-day notice shall be given to the Purchasing Agent of the County of Morris by registered mail, return receipt

requested, if any policy or any individual coverage is altered or canceled, and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract and project number if applicable. Certificates of Insurance shall be delivered to the Purchasing Agent of the County of Morris, prior to the commencement of the project. All Certificates of Insurance shall state that the "County of Morris is an additional insured" for this contract.

2. Worker's Compensation and Employer's Liability Insurance

Contractor shall provide proof of Workers Compensation Insurance and be in compliance with the Compensation Law of the State of New Jersey. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance Employer's Liability: Limit of liability shall be a minimum of \$1,000,000, in accordance with New Jersey Statute.

3. General Liability

The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverage's:

- Premises
- Operations
- Use of Independent Contractors and Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the Contractor and his subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations be by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered the above coverages shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

4. Automobile Liability

Automobile liability insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage. This insurance shall include bodily injury and property damage with the following coverage.

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles

5. Additional Insurance Requirements

All policies and certificates of insurance shall be approved by the County of Morris, Division of Risk Management prior to the inception of any work and shall contain the following:

Insurers shall have no right of recovery or subrogation against the County of Morris, including its agents and agencies, it being the intention of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.

The insurance companies issuing the policy or policies shall have no recourse against the County of Morris including their agents and agencies as aforesaid for payment of any premiums or for assessments under any form of policy.

The Contractor shall assume all responsibility for loss or damage to contractor's materials, equipment and machinery involved under the Contract.

The Contractor shall assume all responsibility to save the County of Morris harmless from any loss or damage to all materials, equipment and machinery involved under this contract.

All certificates of insurance shall state that the County of Morris is carried as "an additional insured" for the purposes of the contract, and shall include Form 3:17-C attached, and confirm compliance with indemnification {section 2(f)}.

6. Indemnification

“The contractor/vendor shall indemnify and hold harmless the County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys’ fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of the contractor/vendors work or the completed operations provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of the use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the contractor/vendor, or anyone directly or indirectly employed by them

or anyone for whose acts they may be liable (including a claim by an employee of the contractor/vendor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants by any employees of the contractor/vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor/vendor under worker's compensation acts, disability benefit acts or other employee benefit acts."

7. Professional Liability

The Contractor shall provide a copy of a certificate verifying coverage of professional liability insurance applicable to services to be rendered under this agreement with limits of \$1,000,000 / \$3,000,000.

SUBMISSIONS

The deadline for questions regarding this RFP is 3 PM, Wednesday, September 28, 2005. Proposals should be submitted to:

Physical Address:

**Mr. Patrick J. Franco Jr., Senior Planner
Morris County Division of Transportation
30 Schuyler Place, 4th Floor
Morristown, NJ 07963-0900**

Mailing Address:

**Mr. Patrick J. Franco Jr., Senior Planner
Morris County Division of Transportation
Courthouse
P.O. Box 900
Morristown, NJ 07963-0900**

The deadline for this proposal is:

12 PM (EST) on

Wednesday, October 5, 2005 – International Walk to School Day

Proposals must be physically in the Morris County Department of Planning, Development, and Technology office by the deadline. Proposals received after this deadline **will not** be considered for review.

Hours per Task

| Firm Name: | | Hourly Rate | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Total Hours | Direct Labor | Overhead % | Overhead Cost | Total Labor |
|------------------------|--------------------------------|-------------|----------|----------|-----------|------------|------------|------------|-----------|---------------|----------------------------------|------------|---------------|---------------|
| | | | | | | | | | | | | 134.0% | | |
| Name | Title | | | | | | | | | | | | | |
| Name | Vice President (P14) | \$0.00 | | | 4 | 20 | 28 | 32 | 20 | 104 | \$0.00 | 134.0% | \$0.00 | \$0.00 |
| Name | Sr Engineering Manager (P14) | \$0.00 | | | 4 | 16 | 28 | 16 | 8 | 72 | \$0.00 | 134.0% | \$0.00 | \$0.00 |
| Name | Sr. Supervising Engineer (P13) | \$0.00 | | | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 | 134.0% | \$0.00 | \$0.00 |
| Name | Supervising Engineer (P12) | \$0.00 | | | 4 | 40 | 24 | 16 | | 84 | \$0.00 | 134.0% | \$0.00 | \$0.00 |
| Name | Lead Engineer (P11) | \$0.00 | | | 0 | 40 | | | | 40 | \$0.00 | 134.0% | \$0.00 | \$0.00 |
| Name | Senior Engineer (P10) | \$0.00 | | | 4 | 40 | 40 | 12 | | 96 | \$0.00 | 134.0% | \$0.00 | \$0.00 |
| Name | Engineer II (P9) | \$0.00 | | | 4 | 30 | 32 | 32 | | 98 | \$0.00 | 134.0% | \$0.00 | \$0.00 |
| Name | Engineer I (P8) | \$0.00 | | | 6 | 20 | 16 | 0 | | 42 | \$0.00 | 134.0% | \$0.00 | \$0.00 |
| Name | Engineering Aide III | \$0.00 | | | 0 | 12 | 16 | 20 | | 48 | \$0.00 | 134.0% | \$0.00 | \$0.00 |
| Name | (P14) | \$0.00 | | | 0 | 2 | 4 | 0 | | 6 | \$0.00 | 134.0% | \$0.00 | \$0.00 |
| Name | (P10) | \$0.00 | | | | | | | 10 | 10 | \$0.00 | 134.0% | \$0.00 | \$0.00 |
| Sub-Total Hours | | | 0 | 0 | 26 | 220 | 188 | 128 | 38 | 600.00 | \$0.00 | | \$0.00 | \$0.00 |
| | | | | | | | | | | | Subtotal Labor | | \$0.00 | |
| | | | | | | | | | | | Fee | | \$0.00 | |
| | | | | | | | | | | | Reproduction | | \$0.00 | |
| | | | | | | | | | | | Travel & Living | | \$0.00 | |
| | | | | | | | | | | | Telephone | | \$0.00 | |
| | | | | | | | | | | | Postage | | \$0.00 | |
| | | | | | | | | | | | Graphics | | \$0.00 | |
| | | | | | | | | | | | Subtotal Direct Expenses: | | \$0.00 | |
| | | | | | | | | | | | | | Total: | \$0.00 |