REQUEST FOR PROPOSAL

Engineering Services for the Mercer County Great Western Bikeway (GWB)

For The Following Roadways:
CR 546, CR 611, CR 624 and CR 640

Located In:
Hopewell Township, Lawrence Township and Ewing Township

To Be Received By:
September 12, 2019 at 11:00 A.M.

Prepared By:
Mercer County Planning Department
August 07, 2019

RFP 2019-02
COUNTY OF MERCER
NOTICE OF REQUEST FOR PROPOSAL
(RFP #2019-02)

Exempt Services
Proposals are requested through a fair and open process in accordance with N.J.S.A. 19:44A-20.2 et seq., and as such, firms are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of 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 N.J.S.A. 19:44A-20.25 et seq., will not adversely affect your consideration for award.

RFP2019-02
ENGINEERING SERVICES FOR THE MERCER COUNTY GREAT WESTERN BIKEWAY (GWB)

Mercer County requires submission by September 12th, 2019 by 11:00 A.M. (Prevailing time) in the Office of Purchasing Specifications and instructions to bidders may be obtained at the Department of Planning or on the County website at www.mercercounty.org/bids. Proposals shall be delivered in sealed envelopes and addressed to Office of Purchasing Room 320, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068.

Express and overnight mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 321, Trenton, New Jersey 08611.

NOTE:
The United States Postal Service does not deliver priority or overnight mail directly to the County of Mercer’s physical address. If a bidder chooses to use the United States Postal Service, it is the bidder’s responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.

It is the responsibility of prospective respondent’s to check this website for any Addenda issued prior to the proposal opening. Failure to do so could result in the rejection of your submission.

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.

COUNTY OF MERCER, NEW JERSEY
Purchasing Department
609 989 6710

RFP2019-02
1. Introduction and Purpose

The purpose of this RFP is to select a consultant prequalified by NJDOT for Highway Design and Traffic Engineering to provide engineering services for the Mercer County Great Western Bikeway (GWB). The GWB will establish 17.5 miles of bikable shoulders, bike lanes, buffered bike lanes, two-way cycle tracks, and multi-use paths on Mercer County highways that are already relatively well-suited for bicycle travel. Project limits of the GWB run primarily on Mercer County Route 546, paralleling I-295 with eastern and western termini at the Delaware and Raritan State Park Towpath trails near US 1 and NJ 29. [See attached map.]

Secondary routes include a branch to Ewing Township via Scotch Road (CR 611) which will terminate at the Ewing Town Centre, as well as a branch to downtown Pennington Borough via Main Street (CR 640) and E Delaware Ave (CR 624). This bikeway complements several other municipal and County bike/trail efforts underway and will serve as a spine for the northwestern part of the County. The combined preliminary engineering (PE) and Final Design (FD) phase of this project will evaluate and use the Preliminary Preferred Alternative (PPA-described in page 4) to develop a bikeway design (PE Phase) in sufficient detail to obtain all necessary permits and to develop final engineering (FD Phase) and construction schedules and costs.

1.1 Background

Members of the Mercer County Bicycle and Pedestrian Task Force (MCBPTF), hosted by the Greater Mercer TMA with municipal representatives designated by their mayors, recommended a signed bikeway on CR 546 as an easy first step for Mercer County to implement its complete streets policy. In 2009, Mercer County requested local planning assistance from NJDOT for the project, resulting in a conceptual plan by Michael Baker, Jr., Inc. in 2010, titled the County Route 546 Bikeway Planning and Development Study. In 2010, under the NJDOT Local Technical Assistance Program, RBA (now NV5) completed a Multi-Jurisdictional Bicycle Plan for Mercer County, which also recommended CR 546 as a Bicycle Route.

While conditions on CR 546 were generally considered favorable for biking, several locations were called out for specific improvements, all of which are mentioned in this proposal. The Bicycle Plan also included several recommendations for other County routes near CR 546 to create a larger network. In advancing this project, County staff decided, with agreement from the MCBPTF representatives, to maximize connectivity to the existing Mercer County trail and bike network, extending the previous County Route 546 Bikeway Planning and Development Study project limits by including those recommendations.

Project limit extensions include a western segment to the D&R Canal Towpath adjacent Route 29, an eastern segment from the Johnson Trolley Line to the D&R Canal adjacent US 1, a southern segment connecting Ewing via Scotch Road, and northern segments reaching out to downtown Pennington. The primary route will connect, west to east, the D&R State Park, Washington Crossing State Park, Hopewell Municipal Park & Municipal Building, Twin Pines Soccer Center, Brandon Farms Park and Stonybrook Elementary School, Mercer Meadows (or Mercer County Park Northwest, giving access to the Lawrence Hopewell Trail and Lawrence Townships Village Park), the Johnson Trolley Line Rail-Trail (giving access to the Lawrence-Hopewell Trail [LHT]), Lawrenceville village center, the Lawrenceville School, and Lawrence's Five Mile Run park. The secondary routes via Scotch Road (CR 611) and Main Street (CR 640) will provide a link from downtown Pennington Borough and will connect Pennington’s Curtis Lake Woods, Ewing’s Rambling
Creek Park, Fisher Middle School, the soccer complex at the Ewing Municipal Building, the Ewing Branch of the Mercer County Library, and the new Ewing Town Centre.

1.2 Preliminary Engineering Design Consideration
As part of the PE phase, the consultant shall review the prior concept development planning documents including the 2010 County Route 546 Bikeway Planning and Development Study, the 2010 Multi-Jurisdictional Bicycle Plan, Draft 2019 County Bike Plan Element and other concept documents and designs. The County also has updated and developed conceptual sketches of the project area that are more compliant with today’s bicycle facility standards and best practices. Otherwise, routes will need to be brought into compliance with most up to date bicycle standards, where possible.

The Great Western Bikeway will ultimately require a variety of facility types dependent on local context of the roadway. The majority of this project is anticipated to take place within existing cartway. As this is a bikeway project, no significant environmental impacts are anticipated. No bridge or culvert alterations or widenings are planned as part of this project.

The consultant should be aware that this project will require coordination with NJDOT on several crossings, including those at Route 1, Route 206, Route 31, Scotch Road through the I-295 interchange, and Route 29. In the submitted grant application, it was anticipated that minimal improvements would be made to State highway crossings.

Due to the long distance of this project and different urban contexts, consideration should be given to multi-phase design and construction schedules if necessary. The preliminary preferred alternative for the project is described below:

**CR 546 (West to East):**

- CR 546 & NJ 29: Crossing to be determined in cooperation with NJDOT, pedestrian facility anticipated.
- CR 546 from NJ 29 to Reed Road/Ingleside (CR 631): Generally 7+’ shoulders are available, suitable for a buffered bicycle lane on each side. Lane width and operational reassignments may be necessary at signalized intersections. CR 546 over Jacobs Creek Bridge (MC# 21606) is programmed in 2021 for replacement with wide shoulders.
- Ingleside (CR 631) to Pennington Main Street (CR 632): Low volumes and speeds allow for sharrows with pavement markings and signs. Crossing of NJ 31 requires cooperation with NJDOT for potential HAWK or RRFB.
- Pennington Main Street / Pennington-Lawrenceville Road (CR 632) to Blackwell Road: Diet lanes to 11’ and stripe 5’ bicycle lane.
- Pennington-Lawrenceville Road (CR 546), Backwell Road to Johnson Trolley Trail crossing in Lawrenceville: Generally 7+’ shoulders are available, suitable for a buffered bicycle lane on each side. Lane width and operational reassignments may be necessary at signalized intersections.
- Franklin Corner Road (CR 546), US 206 to Mill Road: Construct side path or widen existing sidewalk on eastbound side of CR 546.

- Mill Road (Lawrence Township jurisdiction, recommended for use by Lawrence Township Engineer): Consider improving surface as a multipurpose path, install bollards at east end and zebra crossing with RRFB to cycle track on westbound side of CR 546 (Franklin Corner Road). Recommended by the Township Engineer, Bristol-Myers Squibb is to create connection to existing segment of the Lawrence-Hopewell Trail on their abutting parcel.

- Franklin Corner Road (CR 546), Mill Road to Princeton Pike: minor widening and striping adjustments to accommodate two-way cycle track on westbound side of CR 546. Mercer County Culvert (#54209) is programmed to be widened in 2022.

- Franklin Corner Road (CR 546), Princeton Pike to US 1: diet the roadway (4 travel lanes to 2 travel lanes & 1 TWTL) and adjust striping to accommodate two-way cycle track on westbound CR 546. At US 1, coordinate with NJDOT to mark crosswalk at SB jughandle off US 1 and improve pedestrian crossings of CR 546 and US 1 to cross US 1 on the south side of the intersection.

- Bakers Basin Road (Lawrence Township jurisdiction), US 1 to D&R Towpath: Widen and extend sidewalk on eastbound side of Bakers Basin Road. Stripe crosswalk at trail crossing west of D&R Canal Bridge with potential RRFB.

Scotch Road (CR 611) (South to North):
The County will incorporate a bicycle-friendly road diet for Scotch Road (from Parkway Ave to Upper Ferry Road) that will be constructed as part of our scheduled repaving program in 2019. This will connect to proposed bike lanes on the new Silvia Street extension from Parkway Ave to the new Ewing Town Centre and SEPTA West Trenton Station. Future bikeway improvements and a road diet are also planned for Parkway Ave (CR 634) which will connect a large swath of Ewing Township to the Greater Mercer bike network. The consultant shall only design the Scotch Road segment from Upper Ferry Road to the intersection with CR 546, including the interchange crossing of I-295.

- Upper Ferry Road (CR 636) to CSX Overpass: Narrow travel lanes to 11’ and mark 5’ bike lanes.
- CSX Overpass to Sam Weinroth Road: Narrow travel lanes to 11’ and stripe 5’ bicycle lane. Potential to pave gravel shoulder with pavement to provide an additional 3’ for a 1.5’ rumble strip buffer between bicycle lanes and vehicle lanes.
- Sam Weinroth Road to Nursery Road (CR 647): Consult with NJDOT on appropriate means of traversing I-295 interchange
- Nursery Road (CR 647) to CR 546: Narrow travel lanes to 11’ and stripe 5’ bicycle lanes.

South Main Street (CR 640) (South to North):

- Pennington-Lawrenceville Road (CR 632) to Curtis Avenue: Narrow travel lanes to 11’ and mark buffered bike lanes.
- Curtis Avenue to Knowles Street (west of bridge over CSX rail): Sharrows and signage.
- Knowles Street to Woodsey Court: Narrow travel lanes to 11’ and mark 5’ bike lanes.
2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will 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 County of Mercer, Hereinafter also referred to as Owner and Mercer County, 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

Administrative questions concerning this Request for Proposals should be directed to Isamar Maldonado, submitted in writing at irmaldonado@mercercounty.org

Technical questions and clarifications about this Request for Proposals must be submitted in writing to the attention of Matthew Lawson at mmlawson@mercercounty.org, with a CC to Matthew Zochowski at mzochowski@mercercounty.org

Copies of submitted questions, and any replies, will be made available via our website on www.mercercounty.org.bids. These answers will appear as “Interpretations & Addenda”. The deadline for inquiries is Friday, August 30th, 2019. Inquiries after this date will not be reviewed or considered.

Should interviews be required, applicants will be expected to be available the week of September 16th-20th, 2019.

2.2 Proposal Submission Information

Clearly mark the submittal package with the title of this RFP and the name of the responding firm. The original proposal shall be marked to distinguish it from the copies. The technical proposal shall be submitted separately from the cost proposal. Technical proposals may be submitted without a sealed envelope but cost proposals shall be submitted in a SEPARATELY SEALED ENVELOPE. Within the cost proposal, please include a combined estimate AS WELL AS estimates broken down by road segment.

Ten (10) separately bound copies, double-sided as appropriate, of the technical proposal section shall be submitted. Each copy as well as the contract package shall be labeled as follows:

“Technical Proposal for Engineering Services of the Great Western Bikeway”

Five (5) separately bound copies, double-sided as appropriate, of the cost proposal shall be submitted in a separately sealed envelope. Within the cost proposal, please include a combined estimate AS WELL AS estimates broken down by road segment. Each copy and the sealed envelope shall note the respondent’s firm name and be labeled as follows:

“Cost Proposal for Engineering Services of the Great Western Bikeway”

An electronic copy of each proposal (Adobe PDF format for the technical and cost proposals and an MS Excel format for the cost proposal) should also be submitted on CD or flash drive and included within the sealed Cost Proposal envelope.
2.3 Using Department Information
The Using Department for these services is The Department of Planning

2.4 County Representative for this Solicitation
Please direct all technical questions in writing to: Matthew Lawson with a CC to Matthew Zochowski.

2.5 Interpretations and Addenda
Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner’s representative in response to such comments and questions will be issued by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate
Wherever the estimated quantities of work 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, 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 Affirmative Action Compliance
No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.8.3 Americans with Disabilities Act of 1990
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.

2.8.4 STATEMENT OF OWNERSHIP 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 bid or accompanying the bid of the corporation, partnership, limited partnership, 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. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

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

2.8.6 N.J. Business Registration Certificate
In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the county recommends that bidders submit a copy of a valid BRC and those of any named subcontractors with its bid. Bidders and named subcontractors shall be registered through the New Jersey Division of Revenue, Department of the Treasury, at the time of or prior to the date for submission of bids. Prior to the contract award, a copy of the New Jersey Business Registration for the General Contractor and any named Subcontractors must be provided. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbps or by phone at (609) 292-1730.
2.8.7 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 his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress. 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. [See page 38-39 for required forms]

2.8.8 Locally Administered projects funded by NJDOT through the Federal Highway Administration’s (FHWA) Federal Aid Highway Program

Proposals are requested through a fair and open process in accordance with N.J.S.A. 19:44A-20.2 et seq., and as such, firms are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of 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 N.J.S.A. 19:44A-20.25 et seq., will not adversely affect your consideration for award.

2.8.9 Prompt Payment of Construction Contracts P.L. 2006, C. 96

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed “approved” and “certified” 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

2.8.9.1 BUDGET SEQUESTRATION

All contracts shall include the following language with regard to automatic spending cuts to United States federal government funding:

“THE CONTRACT AWARD IS CONTINGENT UPON RECEIVING REQUISITE FEDERAL FUNDING NECESSARY TO COMPLETE THE TERMS OF THE CONTRACT.”
2.8.9.2 Plan Review and Construction Documents Signed and Sealed
Architects and Engineers shall forward final drawings and specifications to the respective State Agency or Municipal Building Official for approval prior to bid. Engineers and Architects shall provide the required number of specifications and drawings for bid to the Purchasing Agent. All construction bid documents shall be signed and sealed prior to release for bid in one of two ways:

1. Sign and date the original documents, including tracings, reproducible drawings or those generated electronically, then affix the seal to opaque prints or reproductions of the originals; or
2. In lieu of signing and dating the original documents, sign, date, and seal the opaque copies of the originals.

All certifications that amend or clarify or modify construction documents prepared by the architect or engineer shall be dated, signed and sealed prior to forwarding to a public agency. An engineer or architect shall seal documents only with seal presses. Bidding plans and construction plans are one in the same and must be signed and sealed prior to the issuance to prospective bidders.

2.8.9.3 Professional Service Contracts for Construction and Specifications
Specifications shall not reference "pre-approval" or "pre-qualification" of an equivalent product prior to the submission of bids.

Specifications for a contract item may include a specific manufacturer's brand and model number or equivalent. The product brand or brands referenced in the specifications shall be restricted to one brand produced or manufactured by a multi-brand commercial products manufacturer. Any use of proprietary or patented items need related Public Interest Finding (PIF) and specific approval from FHWA.

Consultants are prohibited from specifying a product line in which such consultant has an affiliation. As such, there shall be no affiliation between the consultant and product manufacturers referenced in the specifications, nor shall the consultant endorse those companies or manufacturers referenced in the specifications.

2.8.9.4 Engineer’s Unit Price Estimate
The engineer’s unit price is the cornerstone of the project estimate. The entire project is divided into small discrete work items, and a “unit price” is established for each item. The unit price is then multiplied by the required quantity to find the cost for the work item. All costs are summed to obtain the total Estimated Construction Cost. For example, the cost to erect a masonry wall can be accurately determined by finding the number of bricks required and estimating all costs related to delivering, storing, staging, cutting, installing, and cleaning the brick, along with related units of accessories, such as, reinforcing ties, weep-holes, flashings, etc. Unit Pricing Estimating within the CSI MasterFormat™ is the most accurate means of ascertaining costs based on materials and labor content.

2.9.5 Multiple Proposals Not Accepted
Only one proposal per firm will be accepted.
2.9.6 Bid Prohibited
It is understood by the Respondent that, if awarded a contract through the request for
proposal process, the Prime Contractor and any Subcontractors utilized for these services
are prohibited from bidding the resultant goods or services required to implement the
project.

Awarded Contractor
If awarded a contract, your company/firm shall be 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.

2.9.7 Disadvantaged Business Enterprise and Emerging Small Business Enterprise
Participation
A federal requirement that must be addressed 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, Mercer County requires 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 federal Funds. For this grant drawing on federal funding, the
DBE/ESBE participation goal shall be at minimum 12.44%.

Disadvantaged Business Enterprise
A Disadvantaged Business Enterprise (DBE) is defined in 49 CFR Part 26 and FTA C 4716.lA, 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 the State of 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 online link: http://www.dvrpc.org/asp/Consultant/.

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:
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 State of New Jersey’s directory of certified ESBEs may be found using the following online link: http://www.dvrpc.org/asp/Consultant/.

**DBE/ESBE Participation Documentation**

Disadvantaged Business Enterprise/Emerging Small Business Enterprise (DBE/ESBE) participation is an important goal of Mercer 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 Mercer 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 State of New Jersey may be requested prior to award of contract. *(Note: Although we encourage the use of small businesses, minority-owned firms, and women’s business enterprises on all of our contracts, State of New Jersey MBE/WBE or SBE Certifications issued by the Department of Treasury do not satisfy this requirement. Firms certified as a SBE, MBE, or WBE by other agencies are encouraged to apply for certification as an DBE/ESBE by the State of 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 Mercer 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.

2.11 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.

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

2.13 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.

2.14 Challenge of Specifications
Any respondent who wishes to challenge a specification shall file such challenge in writing.
2.15 Payment and Compensation
Method of payment used shall be cost plus fixed fee up to the maximum project amount. NJDOT Cost Basis Approval is required for both prime and subconsultants. This method will reimburse the consultant for its direct and indirect costs (salary, overhead, direct expenses) in addition to a negotiated amount as a fixed fee. Allowable cost shall be those costs directly associated with this specific contract as well as overhead costs, also known as indirect cost rate.

Only NJDOT approved overhead rates shall be used for the purpose of contract estimating, negotiation, administration, reporting and making payments. Consultants and subconsultants that do not have an NJDOT approved overhead rate must obtain an approved overhead rate in accordance with NJDOT Procurement policies and procedures. The consultant shall be paid a fixed price for the work of a subconsultant.

Invoices shall be submitted monthly and shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period (Monthly Progress Report), the amount claimed and correlation between the services claimed and the Proposal Cost Form. The County shall reimburse the consultant only upon receipt of these items.

2.16 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 or the interim or final work products, or make available to third parties, without the prior written consent of the owner.

2.17 RECORDS FOR THE NEW JERSEY STATE COMPTROLLER
Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

2.18 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
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. Failure to submit the required information is cause for automatic rejection of the bid or proposal.
3.0 Scope of Work

The Consultant(s) shall be responsible for conducting the Preliminary Engineering (PE) phase of this project which will develop a bikeway design (including intersection improvements, signal modifications, bikable shoulders, bicycle lanes, buffered bicycle lanes, two-way cycle tracks, and multi-use paths) in sufficient detail to obtain all necessary permits and to develop final engineering and construction schedules and costs. The consultant shall update the current PPA concept (described in section 1.2) to meet current best practices; prepare environmental documentation; and obtain the necessary approvals for a Categorical Exclusion Document (CED). All work shall be consistent with NJDOT procedures, requirements, specifications, and standards.

At the discretion of the County and/or NJDOT, and consistent with prevailing regulations, the award of contracts to the consultant chosen for PE may be amended to include Final Design and Construction Engineering. Descriptions of the project can be found in the previous section. The PE phase shall be executed in coordination with Mercer County and reviewed by NJDOT Bureau of Local Aid (NJDOT-LA) and Bureau of Environmental Program Resources (NJDOT-BEPR). For the PE Phase, Mercer County will be responsible for administering the consultant contracts for professional services. Successful completion of the Preliminary Engineering phase will result in identifying necessary right of way acquisition, if any, and NJDOT approval of Regional Transportation Alternatives Program funds for Final Design and Construction. All environmental, cultural, citizen, and engineering problems are to be resolved prior to submission of the CED document to NJDOT in order to obtain Environmental Clearance.

Throughout the PE phase, the project must comply with current FHWA and NJDOT requirements/regulations, including American Association of State Highway and Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) standards and guidelines. Due to the different conditions along each segment, it is also recommended that the Consultant utilize guidelines and recommendations set by the NACTO Urban Bikeway Design Guide, FHWA Small Town and Rural Multimodal Networks, NACTO Designing for All Ages and Abilities, FHWA Separated Bike Lane Planning and Design Guide, FHWA Achieving Multimodal Networks and the NJDOT Complete Streets Design Guide.

The initial contract is for just the PE phase, which includes developing a detailed scope of work for Final Design (FD), including Construction Engineering (CE). This PE scope is the basis for potentially amending the contract with the selected engineering design firm for the FD and CE phases, contingent on satisfactory performance in the PE phase. To facilitate assessing the qualifications of teams submitting responses to this RFP, the proposal narrative should include the firm’s approach and schedule for FD and CE. To facilitate allocating funds for later phases, the separately-submitted cost proposal should also include estimated costs for those later phases, separated from the not-to-exceed cost proposal for the PE phase. The County already has plans to replace, rehabilitate, or widen all bridges and culverts along this route to make a continuous facility and those projects are outside the scope of this project. Responses to this RFP should not consider any bridge widening or additional ROW. Consideration to phasing this project should be given if segments are deemed incompatible, if significant detours are needed or will have to wait for other improvements.
3.1 The major Tasks associated with the Preliminary Engineering Phase shall include:

Note that although these tasks are presented below in sequential order, the consultant might find it beneficial to conduct work on different tasks in parallel and may need to conduct work in a different order than presented below. In submitting cost proposals, budgets should be detailed for each task. The consultant shall conduct all of the following tasks outlined in the scope of work, unless otherwise specified.

a. Develop design level base mapping
b. Update concept further to establish roadway geometry and structure type, size and location as needed to gain approval of the Design Exceptions and/or environmental document
c. Assess Air/Noise, ecological resources, cultural resources, hazardous material, right of way and socio-economic impacts caused by the bikeway
d. Conduct proposed traffic analysis if necessary
e. Prepare Environmental Document
f. Send Utility Verification Request Letter to mark utility facilities and initiate utility agreement processing if necessary
g. Perform subsurface utility engineering and test pits, if necessary
h. Perform subsurface investigation for foundation and pavement design, if necessary
i. Initiate Roadway Geometrics
j. Evaluate all traffic control devices along the route for replacement, removal or relocation as necessary.
k. Initiate ROW/Access plans
l. Initiate utility relocation process, if necessary
m. Determine Project cost including construction, design, ROW, utility, maintenance/protection of traffic
n. Maintain regular communication with Mercer County staff.

3.2 The major Deliverables for the Preliminary Engineering Phase shall include:

a. Environmental Document Approved by NJ-BEPR
b. Project Plan Approved by NJDOT-LA
c. Approved Design Exception Report, if applicable
d. Final Design Scope Statement
e. Final Design Public Involvement Action Plan
f. Construction Cost Estimate
g. Design Level Base Mapping (1"=30 ft. scale)
h. Utility Agreements, as appropriate
i. ROW impact plans, as appropriate
j. Access impact plans, as appropriate
k. Utility base plans
l. Design Communications Report
m. PE Report
3.3 The major Tasks associated with the Final Design Phase shall include:

a. Implementation of the FD Public Involvement Action Plan
b. Identify and mitigate any new risks
c. Review and implement risk response action plans, as necessary
d. Completion of Right of Way Engineering and Right of Way Acquisitions, if necessary
e. Completion of Engineering for Utility Accommodations/Relocations
f. Completion of Supplemental Surveys, as required, to produce the project’s construction contract documents
g. Completion of Horizontal and Vertical Geometry and Roadway Plans
h. Completion of Access Design for residential and/or commercial driveways affected by the project
i. Secure Environmental Permits and any other environmental clearances required for the project
j. Completion of Environmental Plans
k. Completion of Environmental Reevaluations, as required
l. Completion of Drainage Design
m. Completion of Soil Erosion and Sediment Control Report and Design
n. Completion of Design Communications Report
o. Execution of Jurisdictional Agreements, if necessary
p. Execution of Local Police Traffic Agreement for traffic control during construction
q. Completion of Pavement Design
r. Completion of Landscape Design
s. Completion of Traffic Signing, Striping and Signal Plans
t. Completion of Lighting Design, if necessary
u. Completion of Intelligent Transportation Systems Facilities Design, if necessary
v. Completion of an Interim Design Submission, if necessary
w. Prepare Risk Report
x. Resolution of FD Comments as documented in the project’s Design Communications Report
y. Certification of the Project’s Construction Contract Documents (i.e., Plans, Specifications, and Estimate)

3.4 The major Deliverables for the Final Design Phase shall include:

a. Project Contract Documents (Plans, Specifications, and Construction Estimate) to obtain bids from prospective contractors
b. Environmental Re-evaluation, if necessary
c. Project Environmental Permits and Clearances
d. Executed Jurisdictional Agreement with involved municipalities and counties, as required
e. Executed Utility Agreements
f. Right of Way acquired for the project, if necessary
g. Access Design Agreements executed with property owners whose driveways are affected by the project
h. Completed Design Communications Report
i. Completed Risk Report
j. Construction schedule that supports the overall project completion time frames outlined in the project’s specifications

3.5 The major Tasks for the Construction Engineering Phase shall include:
   a. Assist with bid review and recommendation for award
   b. Attend pre-construction and project coordination meetings, respond to requests for information
   c. Review specific elements of the project to interpret design documents
   d. Review shop and working drawings for conformity with approved Plans and Specifications and proposed methods of construction
   e. Visit site during construction, as required
   f. Evaluate unforeseen conditions and modify plans for approval for additional costs
   g. May also include as built plans if needed
   h. Integrate design changes into project plans to generate as-built drawings
   i. Maintain communications with project sponsor

3.6 The major Deliverables for the Construction Engineering Phase include:
   a. Communication report
   b. As-built design drawings of project improvements (1”=30’ scale)

3.7 Project Coordination
The Consultant shall establish an effective means of coordinating and reporting its activities with Project Sponsor throughout the course of the project to ensure an expeditious exchange of information. A detailed project schedule shall be submitted at the kick-off meeting for review and approval and reviewed regularly during the course of the study. The consultant’s project manager shall be responsible for the preparation of meeting agendas, including handouts and/or electronic slideshow presentations if applicable, and minutes. Project Sponsor shall be informed a minimum of one week prior to all meetings with outside agencies, state and local government officials, and/or groups so that County personnel may attend, as desired.

The Consultant shall be responsible for coordinating all project meetings, and to prepare and distribute all meeting agendas, including handouts if applicable, and minutes. The number of meetings will vary by project task and shall be reflected in the Consultant’s technical proposal, for review and approval by the project’s Core Team. These meetings may at a minimum include the following:

1) Local Officials Meetings (2);
2) Status Meetings:
   a) Weekly Email Updates (Short summary outlining activities and progress);
   b) Monthly in person meetings;
3) Stakeholders Meetings (Regulatory Agencies, Interest Groups, etc. - anticipate 1-2 per study); and
4) Public meetings with local town Councils and Commissions, if deemed necessary.
5) Recorded online 4-6 minute video describing project to be later put on website.
Reporting and invoicing requirements shall be in accordance with the terms of this RFP and Mercer County’s standard contract agreement. In general, the Consultant shall be responsible for preparing and submitting monthly progress reports and schedules to Mercer County indicating percent of work complete. The progress reports shall include all active and completed tasks and shall indicate the percent of work complete (total and by task), work and submittals completed in the last month and expected to be performed in the next billing period, meetings, actions/decisions required by Mercer County, and the status of the schedule and budget.

Unless otherwise specified, ten (10) color hard copies (double-sided as appropriate) shall be required for all final technical memoranda and reports produced for this project. All deliverables must be submitted first in draft form for review and then revised based on comments received from Mercer County. Following revisions, final documents shall be submitted. Final documents responding to comments shall be completed within two weeks of receiving comments.

All interim final project deliverables shall also be submitted in electronic format (on CDROM, DVDROM, flash drive or via e-mail or FTP, as specified by the project team). Memoranda and reports shall be submitted to Mercer County in both PDF format (to allow easy printing of additional copies) and editable format (e.g. Microsoft Word or Microsoft Publisher for text, Microsoft Excel for graphs and tables, or Adobe Illustrator/ Photoshop or Microsoft PowerPoint for graphics, as applicable). The deliverables shall include the raw data files for the graphics and the Consultant shall provide clear indication of the location of data underlying any graphics so that Project Sponsor staff is able to reproduce or modify graphics as needed.

All final GIS data shall be projected horizontally in NAD83 New Jersey State Plane Feet and vertically in NADV 88 and submitted to Mercer County. CADD drawings should be similarly projected and submitted in AutoCAD DWG format to the Project Sponsor at a scale of not less than 1" = 30'. Traffic counts taken for the project should be submitted to Mercer County. All electronic data files produced must be documented consistently.

The Consultant and Project Sponsor may be required to make a PowerPoint presentation with appropriate handouts before the project’s steering committee. The Consultant shall coordinate with the steering committee regarding the meeting agenda topics and objectives. The Consultant should anticipate two committee meetings for the PE phase and one for the FD phase.

### 3.8 Project Approach and Timeline

All documents are available electronically for download at both these locations:

- [http://www.mercercounty.org/departments/planning](http://www.mercercounty.org/departments/planning)
- [http://www.mercercounty.org/bids](http://www.mercercounty.org/bids)

The County already has plans to replace, rehabilitate, or widen all bridges and culverts along this route to make a continuous facility and those projects are outside the scope of this project. Responses to this RFP should not consider any bridge widening or additional ROW. Consideration to phasing this project will also be given if segments are deemed incompatible or will have to wait for other improvements.
In addition, the consultant shall visit the project site to understand and conceptualize the feasibility of alternatives that could and should be included in the Great Western Bikeway plan. It is anticipated that the PE phase of this project will be completed within 11 months of its commencement. The consultant's proposals must include a task schedule, including critical milestones and deadlines for each deliverable. Following completion of the PE phase, the selected consultant’s agreement may be amended to take the GWB project into Final Design. Final determination will be at the discretion of Mercer County and FD/CE may be sent out under a new request for proposals.

**NOTE: NO COST INFORMATION SHOULD BE PROVIDED IN THE TECHNICAL PROPOSALS**
4. Proposal Requirements

Proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified above, and (ii) showing the time and date specified for receipt, the project’s title, and the name and address of the respondent. Respondents using commercial carriers should ensure that this proposal information is marked on the outermost wrapper.

Each proposal submission shall include a cover letter identifying the document as a "Proposal for Engineering Services of the Great Western Bikeway" in response to RFP dated Thursday, September 12th, 2019 at 11:00 A.M.," which shall be signed by the owner or chief executive officer of the firm. The letter shall identify the prime consultant (including complete contact information and the name of the project manager) and any proposed subcontract arrangements. The letter shall also include a statement from the consultant certifying its eligibility and commitment to the project.

4.1 Firm Qualifications and Statement

Consultant firms prequalified by the NJDOT in the following disciplines and level of service will be eligible to submit proposals for this project:

- H-1: Highway Design
- T-1: Traffic Engineering

Only those firms who have been prequalified for the specified disciplines this project entails and submit evidence of their prequalification with the NJDOT with their proposal will be considered. Prequalification must be met by the prime consultant for Category H-1 and T-1. Acceptable evidence of prequalification by the NJDOT consists of the consultant’s profile sheet issued by the Division of Procurement, Bureau of Professional Services, which includes the effective dates and approved profile codes of the consultants prequalification. Prequalification is not required for subconsultants.

Within their proposals, respondents shall provide a list of the firm’s and the project manager’s experience on similar projects that were complete in the last five (5) years or are currently 50% completed (i.e., Federal Aid/NJDOT roadway projects, bikeway projects, trail projects, etc.).

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. References shall be included in a firm’s proposal to demonstrate the project team’s experience most relevant to this project. Please provide a list of (3) three client references for whom similar services have been provided. Include the following in your response:

- Name of government agency.
- Contact person’s name, position, and current telephone number.
- Dates, cost and scope of service.
- Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities. Respondents shall submit an organization chart of the proposed staff, their roles,
and reporting relationships, including the staff of any subconsultants. Resumes shall also be provided for the project manager and key staff and each resume shall be limited to two (2) pages. The resumes of the project manager and key staff should highlight their involvement on these projects and additional details as necessary.

The following two schedules shall be included in the proposal to detail the proposed staffing plan:

- One master schedule for the entire project team (including subconsultants), with job titles and man-hour requirements by road segment, task and in total, shall be provided with the technical proposal; and

- Another copy of the project staff schedule providing job titles and man-hour requirements by road segment, task and in total for each team member shall be provided within the sealed cost proposal (see “Budget Portion” and “Submission Requirements” sections below for additional detail requirements).

Respondents shall certify that the staff proposed in their proposal will be used in the performance of the contract, and will be available for assignment to the contract as of the anticipated contract start date through its anticipated completion.

4.3 Proposal Forms and Business Registration Submittal
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 Checklist
2. Proposal Cost Form
3. Non-Collusion Affidavit
4. Statement of Ownership Disclosure *(Must be submitted with bid)*
5. Affirmative Action Statement
6. Acknowledgement of Receipt of Addenda *(If issued)*
7. Iran Disclosure Form *(Must be submitted with bid)*
8. Business Registration Certificate – Bidder *(Prior to Contract Award)*
9. Business Registration Certificate – Designated Subcontractor(s) *(Prior to Contract Award)*

*(Must be submitted with proposal by prime & sub consultants)*

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

4.5 Proposal Structure
Please include the following in your response (sheet size 8.5x11 unless otherwise specified):

1. **Narrative Statement** (maximum 12 pages):
   - Identify issues, problems, and opportunities, including any special data needs, special methods of analysis, milestones, end products, and procedures that you believe will satisfy and enhance the project effort.
   - Describe specialized experience and technical competence of the firm, including the firm’s experience with similar types of projects and public outreach efforts.
o Document past record of performance with respect to cost control, work quality, ability to meet schedules. Specific experience of individuals who constitute the project team shall be considered.

2. **Schedule** (maximum size 11x17): A master schedule for the entire project team (including subconsultants), with job titles and man-hour requirements by road segment, task and in total, shall be provided with the technical proposal.

3. **Organization chart** (1 page, one side, maximum size 11" X 17"): Show key staff from the prime and each subcontractor to be used on this project and their area of responsibility.

4. **Disadvantaged Business Enterprise** participation documentation.

5. **Resumes** of key personnel to be used on this project, maximum two pages per person.

6. **Project summaries** (6 pages total maximum): Describe relevant previous engineering design projects.

7. **References**: List references, including name, address, and phone number of clients familiar with the projects described in the submission. At a minimum, there shall be at least one reference for each subcontractor on the team. In addition, three references familiar with previous projects the Project Manager has worked on shall be listed.

8. **Certificate of NJDOT Prequalification** for primary and sub-contracting firms.

The technical portion of the proposal shall be prepared in accordance with the provisions of this request. The technical proposal should outline the delivery team’s approach to carrying out the tasks and executing the deliverables. As a minimum it should include or demonstrate the following:

- Firm’s relevant experience and ability to complete work;
- A work plan and schedule;
- A staff plan, including qualifications and resumes of the Project Manager and key staff to be assigned;
- Statement from the consultant certifying its eligibility and commitment to the project;
- Firm’s commitment to quality management (QA/QC); and
- Firm’s prequalification profile sheet issued by the NJDOT Division of Procurement, Bureau of Professional Services.
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 submittal date. The owner may 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, in accordance with N.J.S.A. 40A:11-1 et seq. 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. Award of contract shall be made to the most responsible and responsive proposal from a consultant firm whose proposal offers the greatest value to the project with regard to the criteria detailed and meets the specifications set forth herein.

The selection process that will be utilized is a Qualifications Based Selection Process in accordance with the federal Brooks Act. Each technical proposal received by the stipulated cut-off date, and which meets the prequalification requirements stipulated herein, will be evaluated by a consultant selection committee based on the criteria listed below. The vendors whose proposals are determined to be reasonably susceptible of being selected may be invited to present an oral presentation.

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.

The desired qualifications and the evaluation factors along with their relative importance, the basis of which proposals will be scored, are as follows:

- Demonstration of understanding of the scope of work for the project & knowledge of local conditions (weight = 15%).
- Technical approach to the project, including the application and degree of innovation and creativity of proposed concepts to meet the project’s goals and objectives (weight = 15%).
- Demonstration of the team’s ability to successfully perform the public outreach and stakeholder coordination tasks, and effectively outline public outreach strategies (weight = 10%).
• Firm’s professional qualifications, experience and technical competence with similar federally funded projects (weight = 10%).
• Qualifications and relevant experience of the project manager (weight = 15%).
• Project specific qualifications, and demonstrated knowledge and experience of team leaders and key staff members on the proposed study (weight = 15%).
• Ability to successfully perform work, including availability of resources, project management expertise and quality assurance/control management ability of both the consultant firm and the project manager. Firms submitting proposals must provide a detailed task project schedule, and list and describe in detail the resources, personnel power, qualifications, ability, and time availability to perform the scope of work. A staff plan and organizational chart should be provided, which includes a detailed description of the work team and their estimated hours required on the project (weight=15%).
• Quality, clarity, content and thoroughness of proposal in addressing the required tasks and compliance with submission guidelines, including professional presentation (weight = 5%).

The evaluations will be completed by a consultant selection committee composed of staff from Mercer County, Hopewell Township and Lawrence Township. Consultant selection will be based on the committee’s evaluations and ranking of each firm’s technical proposal in accordance with the criteria outlined above. After the completion of the technical proposal evaluations, interviews may be requested, at which the project managers and key team members will be expected to attend to provide oral presentations of their technical proposals. After oral presentations, if requested, consultant selection committee will determine, in order of preference, the top three ranked firms considered to be most highly qualified to provide the services required.

Contract negotiations will begin with the highest ranked firm. Failing agreement on price with the highest ranked firm, negotiations with the next most qualified consultant will be conducted until a contract has been negotiated with a qualified consultant whose prices are fair and reasonable, or negotiations terminated at the discretion of Mercer County. The contract award will be made to the most qualified firm whose cost proposal is fair and reasonable and meets all of the mandatory eligibility requirements. All respondents will be notified at the completion of the review process, at the time of the contract awards, regarding their status.

5.5 Notice of Award
The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor. This RFP and the successful respondent’s final negotiated technical and cost proposals shall become material parts of the contract.
5.6 Payment
Submission of invoices required monthly for services actually rendered and documented with progress report. Payment will be made on presentation of owner’s voucher duly signed and executed. Term of the contract: Not to exceed 15 months. Refer to Section 2.15 for further payment information.

5.7 FD or Construction Phase Contract Amendment Criteria
Amendment of the contract to continue with Final Design and Construction Engineering is contingent on funding and satisfactory performance of activities in the Preliminary Engineering phase of the project, including:

- Adherence to proposed project schedule;
- Effective and efficient project management as well as regular communication with and progress reports to the project sponsor;
- Ability to successfully and effectively perform the public outreach;
- Products and deliverables prepared to the satisfaction of the Mercer County Engineer and the NJDOT Office of Local Aid;
- Costs for project tasks billed within 10% of proposed amounts and within the overall project budget, as proposed;
- Cost reallocations among project tasks exceeding 5% require express written permission from the Mercer County Engineer and the NJDOT Office of Local Aid.

A new technical scope & cost estimate shall be submitted, negotiated & finalized prior to execution of a contract amendment for Final Design and/or Construction Engineering.
Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

- Business Registration Certificate (Provide prior to contract award)
- Business Registration Certificate-Designated Subcontractors (Provide prior to contract award)
- Acknowledgement of Receipt of Addenda
- Non-Collusion Affidavit
- Statement of Ownership (Mandatory Submittal or Proposal shall be rejected)
- Affirmative Action Statement
- Affirmative Action Mandatory Language
- Americans with Disabilities Act Mandatory Language
- Qualification Statement
- Proof of Licensure
- References
- Evaluation Criteria
- Proposal Cost Form
- Iran Disclosure Form
COUNTY OF MERCER

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Dated</th>
<th>Acknowledge Receipt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

No Addenda were received

Acknowledged for: __________________________________________

(Name of Bidder)

By: _________________________________________

(Signature of Authorized Representative)

Name: ______________________________________

(Print or Type)

Title: ______________________________________

Date: ______________________________________
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, The County of Mercer (“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 other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a 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 the 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 into 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](http://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 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.
SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE ACCEPTABLE BY THE COUNTY OF MERCER

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:
20041014112823533
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
(Page 1 of 2)

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: ________________
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for
conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.
STATEMENT OF OWNERSHIP 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 bid or accompanying the bid of the corporation, partnership, limited partnership, 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 noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.
STATEMENT OF OWNERSHIP DISCLOSURE

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: __________________________________________________________

Organization Address: __________________________________________________________

Part I Check the box that represents the type of business organization:
☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): __________________________________________________________

Part II
☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

<table>
<thead>
<tr>
<th>Name of Individual or Business Entity</th>
<th>Home Address (for Individuals) or Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Part III  DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

<table>
<thead>
<tr>
<th>Website (URL) containing the last annual SEC (or foreign equivalent) filing</th>
<th>Page #’s</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to **N.J.S.A. 52:25-24.2** has been listed. **Attach additional sheets if more space is needed.**

<table>
<thead>
<tr>
<th>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</th>
<th>Home Address (for Individuals) or Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Part IV  Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **County of Mercer** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **County of Mercer** to notify the **County of Mercer** 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **County of Mercer** to declare any contract(s) resulting from this certification void and unenforceable.

<table>
<thead>
<tr>
<th>Full Name (Print):</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
</table>
COUNTY OF MERCER
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 at 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 nonresponsive. 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 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 activates 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 Mercer 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 Mercer to notify The County of Mercer 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 Mercer and that the County of Mercer at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)_________________________________ Signature: _________________________________________
Title______________________________________________ Date:_____________________________________________
The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. §12101 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 hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County 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 County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, 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 County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County 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 County shall, as soon, 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 proceedings is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County 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 County pursuant to this paragraph.

It is further agreed and understood that the County 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 County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.
1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as “employer”) is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer’s control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.
INSURANCE CERTIFICATE

PLEASE TAKE NOTE OF THE FOLLOWING CHANGE

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower left hand box. You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.
INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for the consultant, either as principal or by agent or employee, to enter upon the premises or property of the County, the consultant 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 accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The consultant further covenants and agrees to indemnify and save harmless the County from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The consultant shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability and Professional Liability in the amount of $1,000,000.00 single occurrence and $2,000,000.00 general aggregate and Automobile Insurance in the amount of $1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: “County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068”. The Certificate shall contain a 30-day notice of cancellation.

WAIVER OF SUBROGATION CLAUSE
Consultant, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

Dated and Signed
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MERCER SS:

I, ____________________________ of the City of___________________,
in the County of_____________________, and the State of___________________,
of full age, being duly sworn according to law on my oath depose and say that:

I am__________________________________________________________
of the firm of_______________________________________________________
The respondent making the proposal for the above named Contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; 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 Mercer relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said proposal.

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 bonafide employees or bonafide established commercial or selling agencies maintained by

________________________________
(Name of Vendor)

Subscribed and sworn to before me
This_______day of____________, 20____.

____________________________
(Signature of Notary Public)
Notary Public of________________________
My Commission expires____________, 20____
PROPOSAL

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

RFP2019-02
ENGINEERING SERVICES FOR THE MERCER COUNTY GREAT WESTERN BIKEWAY (GWB)

__________________________________________________________
(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of _________________________________
having its principal office at___________________________________

COMPANY _________________________________________________
ADDRESS _________________________________________________
ADDRESS _________________________________________________
NAME _____________________________________________________
TELEPHONE _______________________________________________
FAX _______________________________________________________
CELL _______________________________________________________
E-MAIL ____________________________________________________
DATE _______________________________________________________

CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

__________________________________________________________
AUTHORIZED SIGNATURE
LIST OF APPENDICES

APPENDIX A:  NJDOT Scope Statement and Checklist for Preliminary Engineering

APPENDIX B:  Map of Project Extents

APPENDIX C:  Scotch Road (CR 611) and Carlton Ave Planned Bike Facility Concepts

APPENDIX D:  Franklin Corner Road Concepts

APPENDIX E:  Recently Implemented Ingleside Ave Repaving Mini-Roundabout & Sharrow Implementation

APPENDIX F:  County Route 546 Bikeway Planning and Development Study (full report available online)

APPENDIX G:  NJDOT Local Technical Assistance Multi-Jurisdictional Mercer County Bicycle Plan