

**BOROUGH OF HIGHLANDS REQUEST FOR PROPOSALS  
PROFESSIONAL SERVICES CONTRACT TO BE AWARDED BY ESTABLISHED QUALIFICATION CRITERIA FOR  
THE DEVELOPMENT OF A  
SAFE STREETS FOR ALL ACTION PLAN**

Notice is hereby given that sealed proposals addressed to Borough Administrator, will be received up to **11:00am prevailing time on Tuesday, May 19th** at which time they will be publicly opened and read by the Borough of Highlands, at the Municipal Building, 151 Navesink Avenue, Highlands, New Jersey 07732.

The Request for Proposals (RFP) may be obtained at the Borough Office at 151 Navesink Avenue, Highlands, NJ during normal business hours 8:30am – 4:30pm or online at [www.highlandsnj.gov](http://www.highlandsnj.gov). Bids shall be enclosed in a sealed package bearing the name and address of the bidder and “*SAFE STREETS FOR ALL ACTION PLAN, NAME*” on the outside, addressed to Borough Administrator at the address above.

Pursuant to N.J.S.A. 40A:11-23c, addenda may be issued for proposals. It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement. Copies of addenda or notice of same will be made available on the Borough website. It is recommended that all bidders who download specifications from the website to check prior to bid opening to see if any addenda have been issued.

The Borough of Highlands is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4et seq., P.L. 2004 Chapter 19 (as amended by P.L. 2005, c.51). Highlands Borough is soliciting professional services to develop a Safe Streets for All Action Plan. All reportable contributions to any Highlands Borough candidate for Mayor or Borough Council or officeholder of political committee are required to be reported pursuant to N.J.S.A. 19:44A-1, et seq.

Responses should address the general criteria and mandatory minimum criteria sought. All responses will be treated as confidential and reviewed only by the Administrator and Governing Body, unless otherwise required by law.

The applicant/proposer shall submit one (1) original with original signatures marked “ORIGINAL” and two (2) flash drives containing exact copy of the original in PDF format.

The Borough Council reserves the right to reject any or all proposals in whole or in part and to waive such informalities as may be permitted by law.

Bidders are required to comply with the current requirements of N.J.S.A. 10:2-1 (Anti-Discrimination in Employment), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity), 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act), N.J.S.A. 52:32-44 et seq. (New Jersey Business Registration), N.J.S.A. 52:15C-14(d) (N.J.A.C. 17:44- 2.2) (Records Retention), and 2CFR200.261 (Prohibition on certain telecommunications and video surveillance equipment or services). The selected consultant shall perform all work associated with the project in compliance with the terms and conditions of the grant award and Title 2 of the Code of Federal Regulations.

Michael F Muscillo  
Borough Administrator  
May 8, 2026

## 1. INTRODUCTION

The Borough of Highlands (hereinafter the “Borough”) is soliciting proposals from qualified firms interested in performing the duties and functions to develop a Safe Streets for All (SS4A) Action Plan and intends to award a professional services contract for the defined scope of work in accordance with N.J.S.A. 19:44A-20.4 et seq. (Fair and Open process). The Borough of Highlands was awarded \$200,000.00 in Federal Highway Administration (FHWA), Safe Streets and Roads for All (SS4A) funds to develop a SS4A Roadway Safety Action Plan. This project will create a plan consistent with the Safe System Approach and fulfilling the requirements of the SS4A Self-Certification Checklist in order to create a comprehensive, equitable, and actionable plan for facilities under the Borough’s jurisdiction.

As used herein, the term “Borough” shall include all Highlands Borough Departments, Boards, Commissions, and affiliated.

## 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 Borough 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 bidder, as accepted by the Borough, will become part of any contract awarded as a result of this RFP.

### 2.1 Proposal Submission Information

**Submission Date and Time: Tuesday, May 19, 2026, 11:00am prevailing time**

The Bidder shall submit one (1) original with original signatures marked “ORIGINAL,” and two (2) flash drives containing exact copy of the original submission in pdf format.

**Submission Office:** Borough of Highlands  
Borough Administrator  
151 Navesink Avenue  
Highlands, NJ 07732

**Clearly mark the submittal package with the title of this RFP “Safe Streets for All Action Plan” and the name of the responding firm, addressed to the Borough Administrator.** The original proposal shall be marked to distinguish it. Only those RFP responses received prior to or on the submission date and time as specified on the Notice to Bidders will be considered. Any submission(s) received after the specified date and time will be returned unopened. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing

that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified, responses must be firm for a period of sixty (60) days.

## **2.2 Interpretations and Addenda**

Bidders 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 Borough's representative in response to such comments and questions will be issued by Addenda. Only comments and questions responded to by formal written Addenda will be binding.

**Questions may be emailed to** [mmuscillo@highlandsnj.gov](mailto:mmuscillo@highlandsnj.gov) and are due by Friday, May 15, 2026. Oral interpretations, statements or clarifications are without legal effect. It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement. If bidders download a RFP from the website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Borough website.

## **2.3 Assign, Sublet or Transfer Any Rights/Interests**

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

## **2.4 Cost Liability and Additional Costs**

The Borough assumes no responsibility and liability for costs incurred by the Bidders prior to the issuance of an agreement. The liability of the Borough shall be limited to the terms and conditions of the contract. Bidders 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 Borough, are not to be billed and will not be paid.

## **2.5 Statutory and Other Requirements**

### **a. Compliance with Laws**

Any contract entered into between the Bidder and the Borough must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The Bidder must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services thereunder. The Bidder shall sign and

acknowledge such forms and certificates as may be required by this section.

**b. Compliance with Title VI of the Civil Rights Act of 1964**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees as follows: **1. Compliance with Regulations:** The contractor will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. **3. Solicitations for Subcontracts:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance. **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: withholding payments to the contractor until the contractor complies; and/or cancelling, terminating, or suspending a contract, in whole or in part. **6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

**c. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the contractor agrees to comply with the following non-discrimination statutes and authorities; including but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252); The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.); The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123); The Civil Rights Restoration Act of 1987 (PL 100-209); Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131 – 12189); The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123); Executive Order 12898; Executive Order 13166; and Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq).

**d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. The contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award

**e. Clean Air Act and Federal Water Pollution Control Act**

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**f. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. The prospective lower tier participant (contractor) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**g. Requirements Regarding Delinquent Tax Liability or a Felony Conviction**

The contractor must certify to the following before entering into this contract:

1. Does the entity have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability

2. Was the entity convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**h. Recipient Policy to Ban Text Messaging While Driving**

In accordance with Executive Order 13513 and DOT Order 3902.10, the contractor and its subcontractors are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work

for or on behalf of the Government. The contractor is encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business.

**i. Ownership Disclosure**

An Ownership Disclosure Statement is required to be submitted with each bid. This mandatory form is provided as part of the bid documents.

FAILURE TO INCLUDE A COMPLETED OWNERSHIP DISCLOSURE STATEMENT WITH EACH BID **SHALL** RESULT IN THE REJECTION OF THE BID.

**j. Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP/RFQ response. This form is provided as part of the bid documents.

**k. NJ Business Registration Certificate**

A New Jersey Business Registration Certificate is required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

**l. Disclosure of Investment Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f). The form is included as part of the bid documents.

**m. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus**

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity that seeks to enter into or renew a contract with a State Agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete a certification indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If Highlands finds that a Vendor has made a certification in violation of the law, it shall take any 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. This form is included as part of the bid documents.

**n. “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A– 20.27)**

- 1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- 2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- 3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at [www.elec.state.nj.us](http://www.elec.state.nj.us).
- 4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700.

**o. Insurance and Indemnification**

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

The Bidder further covenants and agrees to indemnify and save harmless the Borough 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 Borough regulation, ordinance or the laws of the State, or the United States while said work is in progress. The Bidder 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.

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

Successful bidder will indemnify and hold harmless the Borough from all claims, suits or actions and damages or costs of every name and description to which the Borough may be subjected or put by reason of injury to the person or property of another, or the property of the Borough, resulting from negligent acts or omissions on the part of the bidder, the bidder’s agents, servants or sub-contractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

## **Certificates of the Required Insurance**

Certificates as listed below shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Borough as an additional insured.

## **Insurance/Background Checks**

The Bidder is responsible to conduct adequate background checks on all employees and/or sub-contractors working at Borough facilities. Consultants and/or sub-contractors must be bonded, show proof of insurance coverage naming the Borough as an additional insured, and workers' compensation insurance.

## **Insurance Requirements**

The Bidder shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and, in a form, satisfactory to the Borough. The Bidder shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work.

### **1. Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is \$500,000.00.

### **2. General Liability Insurance**

This insurance shall have limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder.

### **3. Automobile Liability Insurance**

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and

\$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

#### **4. Professional Liability**

This insurance shall be maintained in force during the life of this contract by the bidder covering claims arising from errors and omissions/malpractice from its representation of the municipality with limits of not less than \$1,000,000.00 per occurrence. Per GFOA, level of malpractice insurance carried, including deductible amount to cover Errors & Omissions (E&O) improper judgments and negligence.

#### **p. HIPAA (if applicable)**

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

The Bidder shall:

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

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

#### **q. Proof of Licensure**

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

#### **r. Public Emergency**

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

#### **s. Multiple Proposals Not Accepted**

More than one proposal from an individual, a firm or partnership, a corporation or association

under the same or different names shall not be considered.

**t. Failure to Enter Contract**

Should the Bidder, to whom the contract is awarded, fail to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, the Borough may then, at its option, accept the proposal of another Bidder.

**u. Commencement of Work**

The Bidder agrees to commence work on upon contract execution.

**v. Termination of Contract**

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

The Bidder agrees to indemnify and hold the Borough harmless from any liability to sub-contractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Borough under this provision. In case of default by the Bidder, the Borough may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

**w. Non-Allocation of Funding Termination**

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

**x. Challenge of Specifications**

Any Bidder who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the Borough or the award of contract.

## **y. Payment**

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

Payment will be made within sixty (60) days or less provided the Bidder returns signed purchase order with original signature and original invoice within specified time period.

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

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

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

## **z. Non-payment of Penalties and Interest on Overdue Bills**

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

### **aa. Availability of Funds**

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually

### **bb. Ownership of Material**

The Borough shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Borough to the Bidder for the purpose of assisting the Bidder in the performance of this contract. All such items shall be returned immediately to the Borough 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 Borough, be disclosed to others or used by the Bidder or permitted by the Bidder 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 Borough pursuant to this contract shall belong exclusively to the Borough. All data, reports,

computerized information, programs and materials related to this project shall be delivered to and become the property of the Borough upon completion of the project. The Bidder shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Borough. All information supplied to the Borough may be required to be supplied on CD-ROM media compatible with the Borough's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

**cc. Altering Official Document**

Bidders shall not write in any margins or alter the official content of Borough's document.

**dd. W-9**

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

**ee. Best Practices**

The awarded Consultant will adhere to the best practices described in the Office of the Comptroller's Report on municipal legal services.

**3. Representations**

The Bidder hereby represents as follows:

- (a) The Bidder is financially solvent, able to pay its debts as they become due and possessed of sufficient working capital to complete the services required and perform its obligations under this Agreement.
- (b) The Bidder is able to furnish the workplace, tools, materials, supplies, equipment and labor necessary to complete the Services and perform all of its obligations under the Contractual Documents, and has sufficient experience and competence to do so.
- (c) The Bidder is authorized to do business in the State of New Jersey and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Bidder and the Services it will be performing.
- (d) The Bidder's execution of and performance under this Agreement are within its duly authorized powers.
- (e) The Bidder certifies that it has satisfied itself, from its own investigation, of the conditions to be met, and that it fully understands its obligations and agrees that it will not make any Claim for, or have right to, cancellation or relief from the Contractual Documents without penalty because of its misunderstanding or lack of information.
- (f) The Bidder certifies that all representations made by it in any of the Contractual Documents are true, subject to penalty of law. The Bidder understands and agrees that its knowing or intentional violation of any statute or regulation related to public

contracts and/or its misrepresentation or concealment of any material fact may be cause for termination of this Agreement. The Bidder understands and agrees that the Bidder's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact shall serve as a legal bar to the Bidder's enforcement of its rights under the Contractual Documents, including any and all Claims at law or equity.

- (g) The Bidder and any firm it has subcontracted has provided to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to L. 2001, c. 134, as set forth in Appendix E, and the Bidder shall not enter into any subcontract with a firm that has not provided it and the Authority with proof of such valid business registration

## **SAFE STREETS FOR ALL ACTION PLAN**

These contracts are to furnish and deliver professional services for the Borough of Highlands through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. as follows:

Any persons or firms interested in providing professional services to the Borough of Highlands as defined in the New Jersey Statutes, N.J.S.A. 40A:11-2(6).

### **SCOPE OF WORK: SAFE STREETS FOR ALL ACTION PLAN CONSULTANT SERVICES**

**GENERAL CRITERIA:** The Borough of Highlands invites the submission of written proposals from Consultants to develop a Safe Streets for All Action Plan for the Borough. This project will create a plan consistent with the Safe System Approach and fulfilling the requirements of the SS4A Self-Certification Checklist in order to create a comprehensive, equitable, and actionable plan for the Borough of Highlands.

### **MANDATORY MINIMUM REQUIREMENTS:**

Proposals must address all global deliverable requirement tasks and subtasks, clearly delineate the proposed work program in numbered tasks, provide a summary of anticipated time and expenditures, designate a Project Team Program Manager, and identify sub-project managers for planning, outreach, writing/media, and administration. A Quality Assurance/Quality Control plan must be included, along with an organizational chart and wage rate schedule. The Borough of Highlands will evaluate proposals based on team qualifications, understanding of the scope of work, technical approach, writing and presentation quality, and cost.

### **Encouragement of Small Business Participation (Race- and Sex-Neutral)**

In accordance with the U.S. Department of Transportation's Disadvantaged Business Enterprise (DBE) Interim Final Rule (effective October 3, 2025) and 49 CFR § 26.39, the Borough of Highlands has not established a specific numerical DBE contract goal for this solicitation. However, the Borough strongly encourages the participation of Small Business Enterprises (SBE) on a strictly race- and sex-neutral basis.

Pursuant to 2 CFR § 200.321, the selected consultant is expected to take all necessary affirmative steps to assure that small businesses are used when possible. If the consultant intends to award subcontracts for any portion of this project, they must take the following affirmative steps:

1. Placing qualified small businesses on solicitation lists;
2. Assuring that small businesses are solicited whenever they are deemed eligible as potential sources;
3. Dividing total procurement requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses;
4. Establishing delivery schedules, where the requirement permits, which encourage

- participation by small businesses; and
5. Utilizing the services and assistance, as appropriate, of such organizations as the Small Business Administration.

### **Global Deliverable Requirements**

For all tasks and subtasks, deliverables must be developed in a professional manner, with audience-sensitive writing, a contemporary and clear layout, data displayed as easy-to-comprehend graphics, and geospatial data mapped and clearly displayed. All charts, graphs, and maps should be prepared in a manner that allows for use in publicly available dashboards and webmaps, preferably compatible with the Borough's or consultant-provided ArcGIS Online implementation.

### **Task A: Project Management**

*Suggested Effort: 10%*

The Consultant shall be responsible for performing the work tasks specified in the final agreed upon scope of work described in this Request for Proposals based on the objectives summarized above and in accordance with the work program spelled out below.

Reporting and invoicing requirements shall be in accordance with the terms of the standard contract agreement. In general, the Consultant shall be responsible for preparing and submitting monthly progress reports and a progress schedule indicating percent of work complete that corresponds to the reporting period for monthly invoices. Progress reports shall include all active and completed tasks, indicate the percent of work completed (total and by task), work and submittals completed in the preceding month, work to be performed in the next billing period, meetings/actions/decisions required by Borough of Highlands, and the status of the schedule and budget.

In addition, the Consultant shall be available to discuss project status on a bi-weekly (every two (2) weeks) basis (either in person or via online conference) to ensure the project remains on schedule and within budget. A minimum of three (3) in-person meetings with key personnel of the Consultant team and Borough of Highlands staff, at the Borough of Highlands municipal building, is required.

The Consultant Project Manager will be responsible for the following tasks:

- 1) Perform the work tasks specified in the final agreed upon "Scope of Work" described in the Request for Proposals (RFP).
- 2) Perform project management and quality assurance including coordination of all sub-consultant activities and overall project administration, as well as prepare all financial reports and invoices. The project manager shall be responsible for implementing a quality assurance procedure to include an independent technical review of all project deliverables and all documentation. All deliverables shall be to a level of quality that

meets generally accepted professional standards requiring minimal editorial modifications, and that is fit for use by end users, which may include Borough of Highlands staff and elected officials.

- 3) Develop a style manual for the preparation of technical memoranda, reports, presentations, maps, and other materials prepared for the study. The style manual shall include project branding and logo, color palette, fonts, as well as document formatting and layout.
- 4) Submit monthly progress statements indicating recent work, percent of work completed within the task, and pending deliverables both from the Consultant and Borough of Highlands.
- 5) Participate in bi-weekly (at minimum) status calls and participate in up to three (3) in-person project status meetings.
- 6) Utilize the Borough of Highlands's Basecamp project management platform, or provide a system of similar utility agreeable to the Borough of Highlands.
- 7) Provide to Borough of Highlands all applicable documentation, including monthly invoicing and progress reports, as required by the FHWA and Borough of Highlands.

#### Consultant Deliverables:

- Provide Borough with monthly progress reports and invoices, and regular maintenance of a detailed progress schedule
- Style manual detailing the look, specifications, and format of all study materials
- Bi-weekly project management calls, as well as a project kick-off meeting and up to three (3) in-person meetings as needed.
- Online project management platform implementation for use by study team.

#### **Task B: Prepare Borough of Highlands for SS4A Self-Certification**

*Suggested Effort: 60%*

The goal of the Safety Action Plan is to improve safety outcomes for all travelers in the Borough of Highlands. The main objective in support of this goal is for the Borough to be able to fully complete the Safe Streets for All Self Certification Checklist, which will provide the plan, structure, accountability, and access to funds necessary to implement the plan. The following subtasks relate directly to the completion of this checklist, however the final requirement for the thorough completion of Task B is the completion of every possible item in the SS4A Self Certification Checklist.

The checklist is available at: <https://www.transportation.gov/grants/ss4a/self-certification-worksheet>.

##### 1. Leadership Commitment and Goal Setting

As a stipulation of the SS4A Self Certification Checklist (Item 1), the Borough of Highlands Council, as the governing body, must publicly commit to an eventual goal of zero roadway fatalities and serious injuries either with a target date to reach zero fatalities, or a specific

timeline for significant completion. The consultant will provide support for the adoption of this public commitment to the Council and will work with Borough Administration to complete this task. This may include but not be limited to providing examples of successful public commitments.

Consultant Deliverables:

- Technical memorandum detailing existing and potential leadership commitments to support gaining leadership commitment from the Borough of Highlands Council.
- Provide sample resolution.

## 2. Planning Structure

The development of this plan includes convening a technical advisory committee (TAC) to help guide its activities and consult with on findings and recommendations. This group may continue to operate after the completion of the plan as a task force to monitor its implementation or arrange for an alternate structure and members to fulfill this task. This group will be convened in close consultation and collaboration with the Borough Engineer and will meet a minimum of three times throughout the course of the project, with communications taking place throughout the project and interim deliverables being made available for their review and comment. This group is intended to fulfill SS4A Self Certification Checklist item #2 which requires that a task force or committee be in place throughout and after the development of the plan, charged with the plan's development, implementation, and monitoring. In order to facilitate continuance after the completion of the plan, the consultant will provide examples of successful SS4A task forces.

Consultant Deliverables:

- The convening and management of a Technical Advisory Committee, including all communications and scheduling, and materials for a minimum of one (1) in-person meeting and two (2) virtual meetings, and communications as needed throughout the study.
- The convening and management of an Equity Advisory Committee, including all communications and scheduling, and materials for a minimum of one (1) in-person meeting and one (1) virtual meeting, and communications as needed throughout the study.
- Technical memorandum detailing the activities of both advisory committees.

## 3. Safety Analysis

The Plan will be significantly informed by safety analyses performed as part of this task guided by the Safe System Approach. This approach, as described by FHWA, aims to prevent serious crashes and injuries, designs for human mistakes and limitations, reduces kinetic energy, shares responsibility, and proactively identifies and addresses risks. Consultants should demonstrate understanding and expertise with this approach in their proposals.

This subtask has several phases of activity; data collection, the development of an existing conditions report, and a comprehensive safety analysis.

The first step in any future looking process is understanding existing conditions. This includes crash data, facilities data (physical and usage), demographics, land use, and any planned projects that may affect these subjects as well as any other measurable metrics typically used in similar types of analysis elsewhere in the state and country. The consultant will develop an existing conditions report that includes, but is not limited to, these topics. Additionally, innovative approaches to acquiring data and its analysis are encouraged.

Crash data is available through Safety Voyager, as well as Network Screening lists, both provided by NJDOT and available to the project team. Responses should detail familiarity with these and other sources of crash data. A baseline crash dataset of historical trends for KSI crashes (those that result in fatalities or serious injuries) must be sourced, compiled, or developed for further analysis. This baseline data set should include location, severity, contributing factors, and crash types, and will be explained with text, maps, and graphics in the deliverables. Respondents are encouraged to specify how they will display geo-referenced data over time, such as crash trends at specific locations.

A determination of systemic and specific safety needs will be performed as part of the development of this plan. There may be specific needs related to facilities and road features, traffic patterns, mode share, transit facilities, or the needs of specific users in a location. Physical facility data will be drawn from the NJDOT Straight Line Diagrams, and Monmouth County sources when available. Facility use data for motorized vehicles can be drawn from NJDOT traffic counts, and the Monmouth County Travel Demand Model (2016) can be used for order of magnitude determinations. Consultants are encouraged to consider including the purchase and analysis of commercially available location-based services for traffic counts if they believe it would benefit the analysis in either accuracy or efficiency or provide important other useful information including but not limited to those that speak to crash potential. For example, crash potential can be derived from travel speed and congestion and hard braking events, as well as methods that may account for near-hits.

Another factor that must be included in the analysis of crashes in a system context is demographic data, which should be analyzed at the block group level, or smaller. This data will inform the Environmental Justice, Title VI, and equity analyses required in subtask 5 and be part of the prioritization process. The analysis should include accepted measures for people who are transportation disadvantaged including by income, minority status, English proficiency, age, ability, and access to a personal vehicle.

Land use and its intensity also affects travel and therefore crash and safety outcomes by affecting levels of walking and biking, driver comfort as it relates to speed, and uses that promote alcohol and cannabis consumption; all of which can contribute to a crash.

Another important complementary analysis is effects caused by local or seasonally changing

conditions. Borough of Highlands is a full-time community, has year-round entertainment attractions, and is a summer tourist destination. It has high-speed limited access highways as well as roads signed for horse traffic, and everything in-between. This wide variety of seasonal and local conditions, including wildlife crashes, need to be considered in a comprehensive safety analysis.

Existing and expected trends affect safety in Borough of Highlands. Rights of way are inhabited by an ever-widening variety of vehicles travelling for different purposes. What could once be summarized as pedestrians, cyclists, automobiles, and trucks and buses has expanded to include electric vehicles ranging in size from scooters to tractor-trailers, some moving in near silence and at unexpected speeds in unexpected places. This is exacerbated by the continuing war over the curb as deliveries, TNC pickups, and silent electric bicycles and scooters all vie for space on the sidewalks and shoulders with their long-established inhabitants. Climate change and stronger storms will create challenging driving conditions and damage facilities. Congested facilities will create new locations where first responders will have difficulty responding to medical crises of all kinds, including crashes. These are just examples of the potential issues and trends that we can predict.

All of the data collected in task B will flow into a comprehensive analysis of crashes on all facilities in Borough of Highlands. The study team will attempt to identify patterns in the crash data in order to develop equitable and implementable solutions that include as well as extend beyond solutions that address existing hot spots in an effort to proactively create a safer transportation network. The product of this analysis for Borough of Highlands's jurisdiction will move forward into subtask seven for the final development of the safety action plan. The product of the analysis for other jurisdictions where problems are identified will be formatted for their easy consumption to use in the development of their own safety action plans.

#### Consultant Deliverables:

- A Comprehensive Existing Conditions Technical Memorandum, including all information described above.
- A Safety Analysis Technical Memorandum for Borough of Highlands jurisdiction facilities based on the Comprehensive Existing Conditions Technical Memorandum.
- Safety analysis for all other jurisdictions where problems are identified, designed for use by municipalities to perform individual safety action plans for their jurisdiction.

#### 4. Engagement and Collaboration

Communications with the public, as well as with organized stakeholder groups is crucial to the development of a holistic and inclusive plan. The consultant will set up the necessary tools and infrastructure early in the project calendar to ensure that information flows accurately and effectively from the project team to its partners and the public throughout the development of the plan and forward towards implementation. The consultant will take steps to ensure that public communications are clear, engaging, and reach their intended audience.

This includes but is not limited to branding, an interactive online presence, portable meeting materials for events, and opportunities for the public to ask questions and have them answered by the project team.

All materials will be developed in collaboration and coordination with the Borough of Highlands, in English and Spanish (at a minimum) and accessible by people with low-vision whenever feasible.

The consultant team will prepare a “Public and Stakeholder Outreach Campaign Plan” (the Campaign) as one of the project’s first tasks and implement that plan throughout the course of the project.

The plan will outline in detail the full range of outreach activities and the tools needed to perform them.

In an effort to promote equity and environmental justice, outreach should be accessible by, as well as directed towards people who are transportation disadvantaged; including but not limited to younger residents, older adults, people with low-income, zero-car households, veterans, people of color, and those with limited English proficiency. While all safety recommendations are expected to be beneficial in nature, input from transportation disadvantaged populations will help ensure that the plan’s recommendations do not place an undue burden on Environmental Justice (EJ) populations, nor are they excluded from the benefits of the plan’s recommendations, in accordance with Executive Order 12898. The analysis that guides this is discussed in subtask 5.

The Campaign will include but is not limited to the following:

- An active public outreach effort to engage the general public in the development of the plan and promote safer travel behavior. This includes branding and marketing communications; for example a campaign logo to be used on all visual communications, and a variety of media to promote engagement such as newsletter articles, press releases, scripts for audio and video public service announcements, and an active social media presence, and engagement at public events.
- Opportunities for the public to express their opinions and share their experiences. A common example of this is an interactive map that records comments, however proposals are encouraged to include innovative and interactive methods for engaging with the public.
- Development of a portable engagement setup for use at public events. The consultant will be responsible for identifying and performing outreach at a minimum of three (3) Borough events.
- The consultant should make an active outreach effort to Community Groups, such as neighborhood, transportation, first responder, and health related organizations, preferably from areas identified as overburdened communities (NJDEP), Urban Aid municipalities (NJDCA), or entitlement communities and neighborhoods (USHUD). The

project team will work with community groups on a one-on-one basis and interview them either in-person or through online meetings about their safety concerns and experiences.

- An active outreach effort to the private sector, including but not limited to large employers of people who are transportation disadvantaged, and healthcare providers who treat crash victims, in order to understand their concerns.
- An interactive online presence built using the Borough's ESRI infrastructure (Enterprise Portal and ArcGIS Online) and organized in an ESRI Hub Site. It should create an engaging, accessible, user friendly, and understandable online project presence. This includes:
  1. An interactive map for the public to communicate location related information to the project team about safety issues they experience and see what others are saying.
  2. A public calendar of meetings and public events.
  3. The opportunity for the public to pose questions to the project team and have them answered.
  4. Public info dashboard and mapping of data as it is developed and approved for release.

#### Consultant Deliverables:

- A Public and Stakeholder Outreach Campaign Plan and its implementation, as described above. This includes but is not limited to:
  1. Outreach to the general public including branding and marketing communications to drive engagement including strategies to successfully engage those mentioned above.
  2. Development of an opportunity for the public to express their safety concerns.
  3. Development and utilization of a portable engagement setup for use at public events.
  4. Active outreach to Community Groups.
  5. Active outreach to the Private Sector.
  6. An interactive presence, built on the County's ESRI Enterprise System.
- Technical Memorandum detailing the plan's public outreach efforts, the public's responses, and how the outreach affected the development of the safety action plan. This memorandum should include metrics for all measurable online and offline outreach efforts and public input

#### 5. Policy and Process Changes

Policy and process as it relates to new projects in the right-of-way, real estate development, or others that affect the travel environment and influence safety. This task will assess current Borough of Highlands policies, plans, guidelines, and/or standards to identify opportunities for improvement in safety prioritization; and must discuss implementation through the adoption of revised or new policies, guidelines, or standards. This assessment will include

state and local policies that interact with the Borough's jurisdiction either physically at specific locations or by encouraging behaviors of any type that negatively affect safety outcomes or involve project development in a way that slows or discourages safety-related improvements. The analysis and its recommendations will be made through the lens of the Safe System Approach as opposed to other considerations.

Consultant Deliverables:

- A technical memorandum detailing existing policy and process, a review of its effectiveness, and recommendations for improvement if needed.

## 6. Strategy and Project Selections

This subtask will take the work done in all other tasks and subtasks and use it to inform the development of a comprehensive set of Action Plan Projects and Strategies (APPS) to address the safety problems identified; whether they are engineering, construction, planning, policy, behavioral, related to a lack of safety culture, Borough of Highlands-specific, Monmouth County-specific, related to an emerging trend, or fall into a new category. The APPS will be developed using the Safe System Approach, and in accordance with prior plans including but not limited to the New Jersey Strategic Highway Safety Plan, the Regional Transportation Plan for North Jersey, and the Borough of Highlands Master Plan.

To facilitate this task the study team will develop a safety project prioritization criterion, including equity as described in subtask 5, in coordination with the study's Technical Advisory Committee and Equity Advisory Committee. These criteria will include but not be limited to historic crash data, crash potential, land use, demographics, equity and environmental justice and project viability (ability to be implemented). This project team will use this to prioritize the recommendations in the APPS.

Consultant Deliverables:

- A standalone report detailing the strategy and project prioritization for planning and engineering related projects in Borough of Highlands's jurisdiction.
- A technical memorandum detailing the work informing the strategy and project selection, including all materials in all tasks and subtasks.

## 7. Progress and Transparency

The consultant will develop a progress tracking dashboard detailing the development of projects over time using the Borough's ArcGIS Online account to measure plan implementation activities and progress over time for public view.

Consultant Deliverables:

- A progress tracking dashboard developed using the Boroughs' ArcGIS Online account, as above.

### **Task C: Promoting a Culture of Safety**

*Suggested Effort: 15%*

Task C involves promoting and developing a culture of Safety in the Borough of Highlands. In this task the consultant team is to develop a campaign based on crashes within the Borough to create a culture of safety. The campaign will utilize crash data, including crash types and causes, as well as information acquired through the Technical Advisory Committee or Equity Advisory Committee. The campaign must be universal; crafted to include all travelers regardless of language, culture, or other demographic categories.

This campaign may include any form of media, event, performance, or other mechanism to change driving behavior to improve safety outcomes. The final deliverable will include whatever would be needed to go directly into production or implementation, including a budget. The proposal should detail the experience and broad strokes of what will be in the campaign, the details of which will be developed with the project team as part of the plan.

It is recommended that proposals include team members skilled and experienced in messaging campaigns related to behavioral change.

Consultant Deliverables:

- A detailed campaign specific to Borough of Highlands to create a culture of safety, as described above.

### **Task D: Final Report**

*Suggested Effort: 15%*

The final report for this Safety Action Plan will include an executive summary of the work performed and conclusions made and utilize the technical memoranda as chapters in the report. The final report should be outlined, drafted, and then shared in advance separately with the Borough of Highlands Borough Administrator and Mayor and Council, the TAC for review prior to finalization. A final presentation will be created summarizing the plan process, progress, and final products. All final documents will be delivered on physical digital media.

The final report for the SS4A Safety Action Plan for Monmouth County will be created as a paper and PDF traditional report, as well as an online, interactive, evolving source of information that encompasses all SS4A related efforts in Monmouth County. The site will be a single source for all Monmouth County SS4A plans, with the Monmouth County Report included as website material, the ability to accommodate the input of municipal plans, and the capability to allow users to focus on the geographic area they are interested in. It will be an engaging and interactive experience with maps, graphics and charts, infographics, diagrams, and photos. The site will also

be a home for all culture of safety media and messaging for the purpose of sharing it with others for their use. The site will be developed for continued use, with long term hosting, a user-friendly content management system, and the creation of administrator and creator guides to train staff to perform updates. The County's Enterprise ESRI implementation is available to support this effort. The site will be accessible to all travelers, designed to be displayed in multiple languages, and by people with low or no vision.

GIS files will conform to the NJTPA's data guidelines, to maintain compatibility with prior and future projects. A draft entry to be imported into the NJTPA PRIME database will be completed after acceptance of the Safety Action Plan, detailing all improvements recommended as specific locations.

#### Consultant Deliverables:

- A SS4A website containing all final report materials, and as described above.
- A written final report that includes all technical memoranda and summarizes information from all listed deliverables above.
- Electronic copies of all deliverables on physical media.
- PowerPoint presentation summarizing the process, progress, and final products.
- A draft NJTPA PRIME record for the study

### **PROPOSAL REQUIREMENTS**

#### **FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE**

This fair and open process proposal is for the Request for Proposal. Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the Borough.

#### **Qualification Statement and Proposal**

Respondents are requested to submit a Qualification Statement. The Qualification Statement and Proposal must contain all requirements of the RFP/RFQ and the following information.

1. A statement that your firm is interested in performing the work described in this RFP/RFQ.
2. The address of the office in which the work will be performed.
3. The name and title of the individuals who will be assigned to the project(s).
4. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm's particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved for the categories your firm is preparing a response. The narrative should address the ability of your firm to complete the required work in a professional and cost-effective manner.

### **Additional Attachments (Required)**

Resumes with titles of key personnel who will be assigned to project must be submitted along with your firms' proposals. Each resume shall be a maximum of two, 8 ½ "x 11" sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP/RFQ. A resume of the primary partner, as well as the resume(s) of key personnel must be included.

### **Basis for Award of Contract/Agreement for Professional Services**

The Borough shall award all professional service contracts or agreements based on qualifications, knowledge and technical competence, experience performing similar work and other factors considered.

### **References**

Please provide a list of (3) three clients for whom similar services have been provided in the last five (5) years and their contact details.

### **EVALUATION, REVIEW AND SELECTION PROCESS**

#### **Proposals to Remain Subject to Acceptance**

RFP/RFQ responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Borough will either award the Contract within the applicable time period or reject all proposals. The Borough 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 Borough, be held for consideration for such longer period as may be agreed.

#### **Rejection of Proposals**

The Borough reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Borough that such respondent is properly qualified to carry out the obligations of the RFP/RFQ and to complete the work contemplated therein. The Borough reserves the right to waive any minor informality in the RFP/RFQ. In the event that all proposals are rejected, the Borough reserves the right to start the process over from the beginning and re-solicit proposals.

#### **If No Proposals Are Received**

If no proposals are received after conducting the Fair and Open Process, the Committee will make a recommendation for the appointment of a professional to the governing body as permitted in N.J.S.A. 40A:11-6.1(a)(b) and 2CFR200.320(c). Notwithstanding the above, professionals receiving awards based on this sub-section must comply with the limitations on contributions

improved in the Borough's Pay to Pay Ordinances.

## **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. In accordance with Federal qualifications-based procurement requirements for planning studies (2 CFR 200.320(b)(2)(iv)), price/cost will not be used as an evaluation factor. The highest-ranking respondent will then be recommended to the governing body for award of contract.

## **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 Bidder.

1. **Understanding of the Requested Work**
  - a. Completeness & responsiveness to the RFP/RFQ
  - b. Compliance with instructions & requests
  - c. Demonstrates clear understanding of Scope of Work
2. **Knowledge and Technical Competence**
  - a. Education & training of employees
  - b. Suitability to perform the required tasks
3. **Management, Experience and Personnel Qualifications**
  - a. Project management team & their qualifications
  - b. Additional resources available
  - c. Record of reliability & quality of service
  - d. Experience performing similar work

## **Award**

The Borough reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the Bidder's submission.

The Professional Services Committee will evaluate the offerors' qualifications and select the most highly qualified firm. The Borough will then enter into negotiations with the highest-ranked firm to establish a fair and reasonable price for the services. If the Borough and the most highly qualified firm are unable to negotiate a fair and reasonable contract, the Borough will formally terminate negotiations and undertake negotiations with the next most qualified firm, continuing the process until an agreement is reached.

The Professional Services Committee's selection and the negotiated contract are subject to the

Mayor's approval. Thereafter, the Mayor's recommendation shall be forwarded to the governing body for approval. Once approved by the governing body by resolution, the contract between the Borough and the selected Bidder shall be prepared.

#### **Notice of Award**

The successful Bidder 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 Bidder.

#### **Payment**

Payment will be made after a properly executed Borough voucher has been received and formally approved on the voucher list by the Borough Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

#### **Open Public Records Act (OPRA)**

All documents/information, except for OPRA's Exemptions from Disclosure, submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq.