

TOWNSHIP OF
MIDDLETOWN
BUCKS COUNTY

TOWNSHIP OF MIDDLETOWN
BUCKS COUNTY, PENNSYLVANIA
3 Municipal Way
Langhorne, PA 19047

**Request for Qualifications (RFQ)
For Professional Traffic Engineering Services**

DECEMBER 11, 2023

SUBMISSION INFORMATION

Responses must be submitted by 2:00 PM (EST) on Thursday, December 21, 2023 to
Assistant Township Manager Nick Valla at nvalla@middletownbucks.org.

INTRODUCTION
RFQ FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES
TOWNSHIP OF MIDDLETOWN, BUCKS COUNTY, PENNSYLVANIA

Middletown Township (Township) is requesting qualifications from interested and qualified parties to provide professional traffic engineering services. This contract will run through calendar year 2024 and have the option for renewal annually thereafter. This contract will be awarded through a fair and open process. The appointed firm serves at-will at the discretion of the Board of Supervisors, who may dismiss the firm at any time.

Firms are to review all documents herein attached and appended prior to submitting a response. All responses must be submitted by 2:00PM (EST) on Thursday, December 21, 2023, via email to Assistant Township Manager Nick Valla at nvalla@middletownbucks.org. Responses submitted by any other means will not be accepted.

A firm will be appointed through a competitive review process. Firms should demonstrate the capacity to complete the required work and provide several examples of completing comparable work in similarly-sized communities. Top firms may be invited in for an interview with the Township prior to selection. Interviews may be held in-person and/or virtually.

All questions about and submissions for this project must be submitted in writing to Assistant Township Manager Nick Valla at nvalla@middletownbucks.org. Correspondence and qualifications submitted via mail, fax, phone, or other means are not permissible and will be considered invalid. Addenda may be posted to the Township website if necessary.

Middletown Township is located in lower Bucks County in southeastern Pennsylvania, just northeast of the City of Philadelphia, and encompasses significant portions of the Langhorne and Levittown areas. Middletown Township is a second-class township governed by five (5) elected Supervisors under a council-manager form of government. The Township operates with a \$41 million annual budget and serves over 46,000 residents. It is the third-largest municipality in Bucks County and the eighth-largest municipality in suburban Philadelphia. The Township is home to several schools in the Neshaminy School District, the county's largest mall (Oxford Valley Mall), the county's largest hospital (St. Mary Medical Center), the George School, and Sesame Place Theme Park. The Township is a full-service municipality with approximately 120 full-time employees. The Township is home to many busy highway corridors including I-295 (formerly I-95), US-1, US-1 Business, and several major state road corridors.

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TOWNSHIP OF MIDDLETOWN, BUCKS COUNTY, PENNSYLVANIA

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RFQ DETAILS
**RFQ FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES
TOWNSHIP OF MIDDLETOWN, BUCKS COUNTY, PENNSYLVANIA**

1. Selection Process

All submissions will be reviewed by the Township Manager or her designee. Valid responses will be evaluated with, at a minimum, the following criteria:

- a. The firm's general approach to providing the services required under this RFQ.
- b. The firm's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFQ.
- c. The qualifications and experience of the firm's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFQ.
- d. The overall ability of the firm to mobilize, undertake and successfully complete the scope of work in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the firm to perform the services required by this RFQ; the availability and commitment to the engagement of the firm's management, supervisory and other staff proposed.
- e. Costs and fee schedules.

The Township Manager/designee and/or Board of Supervisors reserve the right to interview some or all of the applicant submitting qualifications. The Township reserves the right to request clarifying information subsequent to the submission of qualifications.

2. Mandatory Contents of Submissions

In addition to demonstrating an ability to meet all minimum qualifications in Exhibit A, the firm must also include and address the following:

- a. Contact Information: Provide the name and address of the firm; the name, telephone number, fax number, and e-mail address(es) of the individual(s) responsible for the preparation of the submission and the principal professional assigned to the Township.
- b. A specific fee schedule for the 2024 calendar year. A submission showing minimum and maximum ranges is not acceptable.
- c. An executive summary of not more than two (2) pages, identifying and substantiating why the firm is best qualified to provide the requested services.
- d. A staffing plan listing those persons who will be assigned to the engagement if the firm is selected, including the designation of the person who would be the firm's principal professional responsible for all services required under the engagement. This portion of the submission should include the relevant resume information for the individuals who will be

assigned. This information should include, at a minimum, a description of the principal's relevant professional experience, years and type of experience, and number of years with the firm.

- e. A description of the firm's experience in performing services of the type described in this RFP. Specifically identify client size and specific examples of work within the scope of services required under this RFP in **similarly sized municipalities. It is imperative to show experience in similarly sized municipalities.**
- f. The location of firm's office, if other than the firm's main office, at which the firm proposes to perform services required under this RFP. Describe your presence in Pennsylvania and any familiarity your firm has with the Bucks County area.
- g. Five (5) references, including at least three (3) municipal clients, including three (3) current clients for whom services have been provided for at least three (3) years and two (2) former clients for whom services have been provided with the past seven (7) years. Provide the contact names, titles, email addresses and phone numbers.
- h. If the firm or any principal therein has been engaged as a defendant in any litigation involving a sum of \$100,000 or more and/or has been subject to any professional disciplinary action over the last three (3) years, the firm must provide a description of the litigation and/or disciplinary action.
- i. A description of any ongoing investigations and/or litigation matters involving the applicant, its directors, officers and principals and any individuals employed by the applicant that relate to the performance of the firm in the proposed field of expertise.
- j. In its submission, the firm must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Township.
- k. Firm must maintain Professional Liability and Errors and Omissions Insurance in the minimum amount of \$1,000,000.00.
- l. Firms must acknowledge that any and all records and work products pertaining to the Township and its operations are to be considered property of the Township and subject to full access by the Township and its agents. Furthermore, firms must acknowledge that in the event of dismissal any and all records and work products pertaining to the Township are to be transferred to the Township and/or the newly appointed firm.

3. Scope of Services to be Provided

Firms submitting qualifications must possess the following credentials and experiences, or demonstrate the capacities to perform the following functions:

- a. All applicable licenses to perform traffic engineering in the Commonwealth of Pennsylvania
- b. Seven (7) years of experience in a similarly-sized municipality
- c. Assessing impact of Pennsylvania Department of Transportation (PennDOT) projects
- d. Assessing impact of Bucks County traffic improvement projects

- e. Familiarity with the Bucks County, Route 1/I-95 area and it's unique traffic patterns and problems, including the unique traffic patterns associated with the Oxford Valley Mall, Sesame Place, St. Mary Medical Center, schools, and other major businesses and institutions.
- f. Management and inspection of transportation construction projects, including traffic signals
- g. Preparation of bid specifications for construction projects related to transportation
- h. Experience working with PennDOT to amend traffic signal permits
- i. Ability to provide recommendations on failing intersections and traffic signalization projects
- j. Ability to provide recommendations to relieve traffic congestion
- k. Reviewing land development plans and traffic impact studies
- l. Review and approve developer escrow calculations in regards to traffic matters
- m. Review and recommend approval for escrow releases in regards to traffic matters
- n. Experience with speed humps and other traffic calming devices
- o. Experience with bike lanes and pedestrian/multiuse trails
- p. Experience with conducting speed surveys, traffic counts, and accident history reports
- q. Experience with Right of Way acquisitions
- r. Experience with digital mapping, including GIS
- s. Preparation of plans and cost estimated related to budgeting and grant applications
- t. Ability to respond to all manner of general traffic engineering requests
- u. Other services related to traffic engineering requested by the Township or its agents

**ATTACHMENT A - Contractor Insurance Requirement
RFQ FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES
TOWNSHIP OF MIDDLETOWN, BUCKS COUNTY, PENNSYLVANIA**

Without limiting contractor's indemnification, it is agreed that contractor shall maintain in force at all times during the performance of this Agreement, the following policies of insurance:

General Liability

Comprehensive General Liability, including

Premises & Operations	\$1,000,000 per Occurrence
Products & Completed Operations	Combined Single Limit
Contractual Liability	Occurrence Form
Personal Injury Liability	
Broad Form Property Damage	
Independent Contractors' Liability	

Automobile Liability

Comprehensive Automobile Liability	\$1,000,000 per Occurrence
Covering, as applicable, owned	Combined Single Limit
Non-owned, and hired automobiles,	Occurrence Form
Including contractual liability.	

Automobile Physical Damage and/or

Functional Replacement

Inland Marine (as appropriate)

Cost New

Workers' Compensation & Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	\$500,000 per Occurrence

Each insurance policy required by this contract shall contain the following clause:

"This insurance shall not be cancelled, reduced in coverage or limits, or non-renewed until after forty-five (45) days prior written notice has been given to Township or its representative."

Each insurance policy required by this contract, except for the Workers' Compensation policy, shall contain the following clauses:

"The Township, its employees, agents, officials and volunteers are hereby added as additional insured as respects the operations and activities of this contract."

As part of a valid submission, firms must provide insurance certificates confirming the existing of the insurance required by this contract. If contractor fails to maintain the aforementioned insurance, Township may, at its option, obtain such insurance and forward an invoice for payment of the premiums to the contractor. *Nothing herein contained shall be construed as limiting in any way the extent to which contractor may be held responsible for payments of damages to persons or property resulting from contractor's or its subcontractor(s) performance under this contract.*

ATTACHMENT B – Hold Harmless Clause
RFQ FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES
TOWNSHIP OF MIDDLETOWN, BUCKS COUNTY, PENNSYLVANIA

The contractor shall indemnify and save harmless the Township of Middletown from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought against or recoverable from the Township of Middletown by reason of any act or omission of the contractor, its agents, employees, assigns, and any entity acting in the contractor's behalf and on the contractor's direction in the execution of the work or in consequence of any negligence or carelessness connected with the execution of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review all plans, specifications, and other documents published by the Township of Middletown in connection with the preparation and award of the contract.

The contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by the negligence of the contractor including his/her negligent failure to notify the Township of Middletown of any dangerous condition requiring the Township of Middletown action, during the period including periods when the contractor is not present on the site but during the progress of work provided for in the contract until the same shall have been completed and accepted. The contractor shall also assume all responsibility for any and all loss by reason of the contractor's negligence or violation of any local, state or federal law, regulation, practice, or order. The contractor shall give to the Township authorities and all other appropriate authorities all required notices relating to the work for which the contract was let including all notices of any dangerous conditions.

The contractor, in executing this Agreement, represents to the Township of Middletown that the contents of this hold harmless clause has been communicated to any subcontractors or employees and that this representation is made in behalf of both him/herself and all persons or organizations acting in the contractors' behalf including any subcontractors.

ATTEST:

WITNESS

NAME OF FIRM

SIGNATURE

PLEASE PRINT NAME

APPENDIX A – Nondiscrimination Clause
RFQ FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES
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During the term of the contract, contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap.
- B. Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, or handicap. Such affirmative action shall include, but is not 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.
- C. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- D. Contractor shall, in advertisements or request for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or handicap.
- E. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.
- F. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- G. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under this nondiscrimination clause, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- H. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

- I. Contractor shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency for purpose of investigation to ascertain compliance with the provisions of this clause. If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
- J. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
- K. Contractor shall include the provisions of this nondiscrimination clause in every subcontract so that such provisions will be binding upon each subcontractor.
- L. Contractor obligations under this clause are limited to the contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.