



# POLICE DEPARTMENT

## Township of Upper Moreland

117 Park Avenue - Willow Grove - Pennsylvania - 19090  
www.uppermoreland.org

Thomas J. Nestel, III  
Chief of Police

215-657-4700  
215-659-1603 (F)

---

## REQUEST FOR PROPOSALS

### "SPEED HUMP EFFECTIVENESS STUDY"

July 26, 2010

The Township of Upper Moreland, located in Montgomery County, Pennsylvania, is accepting proposals for a one-time contract to perform certain professional services. The Police Department has obtained grant funding to facilitate an academic study evaluating the effectiveness of speed humps in residential communities. Enclosed is information related to submitting a proposal including specific requirements, the organization of the proposal, proposal evaluation criteria, and the proposed contractual agreement.

Sealed proposals containing a hard copy and a CD with a digital copy must be received by Upper Moreland Township, 117 Park Avenue, Willow Grove PA 19090 no later than August 26, 2010 by 5:00 PM. Please mark on the outside of the bid envelope "Speed Hump Effectiveness Study".

Any questions may be directed to Chief Thomas Nestel, Upper Moreland Township Police Department, 215-657-4700.

**Speed Hump Effectiveness Study**  
**July 2010**  
**Table of Contents**

X	Announcement	1
X	Table of Contents	2
1	BACKGROUND AND GENERAL SCOPE OF WORK	3
1.1	Description of Problem	3
1.2	Project Goal	3
1.3	Project Timeline	4
1.4	Primary Contact	5
2	RFP REQUIREMENTS AND CONDITIONS	5
2.1	Price Proposal Required	5
2.2	Responsiveness	5
2.3	Disclaimer	5
2.4	Publicity	6
2.5	Acceptance of Terms	6
2.6	Proposal Submission, Evaluation and Selection	6
2.7	Rights and Options Reserved	6
2.8	Contract Negotiation and Award	7
2.9	Proposal Evaluations	7
2.10	Prime Contractor Responsibility	8
2.11	Financial Responsibility	9
2.12	Verification of Submission	9
3	PROPOSAL REQUIREMENTS	9
3.1	Addenda to the RFP; Requests for Information; Inconsistencies	9
3.2	Authorized Signature; Certification	10
3.3	Proposals Binding	10
3.4	Transmittal Letter	10
3.5	Proposal Submission Requirements	11
3.6	Submission Date, Time and Place	11
3.7	Submission Formats	12
3.8	Implementation Plan, Project Schedule and Payment Schedule	12
4	CONTRACT REQUIREMENTS	12
4.1	Contract Term	13
4.2	Indemnification	13
4.3	Non-Disclosure Clause	13
4.4	Final Product	13

## **1. BACKGROUND AND GENERAL SCOPE OF WORK**

### **1.1 Description of Problem**

Upper Moreland Township is made up of a variety of neighborhoods all bordering major thoroughfares that are heavily travelled by private and commercial vehicles. The Willow Grove Turnpike interchange, which is on the northern end of the Township, is fourth in the Commonwealth for the total number of vehicles entering and exiting the toll road. The Township is 7.5 square miles with 81 miles of roadway. Since the Township has three major state roadways, Rt. 611, Rt. 63, and Rt. 263, a tremendous amount of vehicular traffic passes through to either Bucks County to the north or Philadelphia to the south. The traffic flow during the morning and evening rush hours has exceeded the roadway capacity and as such, has resulted in overflow into the neighborhoods bordering the state roadways. A common complaint received by the police department from community residents is that traffic routinely exceeds the posted speed limit. The most commonly proposed solution requested by residents is for the Township to install speed calming devices.

Upper Moreland Township has as its borders, Blair Mill Road; Edge Hill Road/Masons Mill Road; Moreland Road; and County Line Road. The Respondent will be responsible for evaluating the geography of the Township and providing a recommendation on the study site.

To determine whether speed humps are a viable solution to slowing traffic in residential areas, the Township of Upper Moreland is seeking proposals from qualified respondents to provide professional analytical services. This service must include:

- Program and project management services
- Analytical services
- Capability to conduct community survey
- Ability to effectively communicate with community and elected officials
- Ability to prepare results in a manner suitable for publication in academic journals

No additional equipment or services will be purchased under any contract resulting from this Request for Proposals. The Township will purchase any equipment or additional services necessary to complete this project. The Township will assist the consultant during the course of the project by providing a work area in the Police Department headquarters, organizing any community meetings deemed as necessary for completion of the project, installing traffic volume/speed counters; installing speed humps; and extracting data from the equipment at the chosen sites.

### **1.2 Project Goal**

The Police Department has funding to purchase 8 speed humps and 2 traffic monitors. The speed humps are rubber traffic calming devices which are mounted to the roadway. These devices force motorists to slow down in order to traverse the raised speed humps.

The Township also possesses several computerized monitors that tabulate volume and speed of traffic. The installation of speed humps and traffic monitors will be completed by Township personnel at no cost to the party contracted to provide professional services. The study should provide the Township with empirical data to assist in future decision-making regarding whether to use speed humps to counter traffic complaints in residential neighborhoods. It is expected that this evidence-based method of determining speed hump effectiveness will be referenced by many jurisdictions that are suffering from the same public pressures to implement this speed calming mechanism.

### 1.3 Project Timeline

The timeline for this project is as follows:

<b>Date</b>	<b>Activity</b>
July 26, 2010	Issue Request for Proposals
August 9, 2010	Submit questions, requests for clarification to the Primary Contact, in writing
August 16, 2010	Answers to questions or requests for clarification will be provided
August 26, 2010	Proposal Submission Deadline
September 6, 2010	Select Respondents with which to enter into contract negotiations
September 20, 2010	Project start

With the exception of the Question Submission Date and Proposal Submission Deadline, the dates provided in the project timeline are subject to change as deemed necessary or appropriate by the Township. These dates may be changed without notice.

## **1.4 Primary Contact**

Proposals and written questions or requests for clarification must be submitted to the below Primary Contact:

Thomas J. Nestel, III  
Chief of Police  
Upper Moreland Police Department  
117 Park Avenue  
Willow Grove, PA 19090

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted in writing not later than August 9, 2010. No oral response by any employee or agent of the Township shall be binding on the Township, or shall in any way constitute a commitment by the Township. If a Respondent finds any inconsistency or ambiguity in the RFP, the Respondent is requested to notify the Township.

## **2 RFP REQUIREMENTS AND CONDITIONS**

### **2.1 Price Proposal Required**

Cost proposals for the Speed Hump Effectiveness Study must include a detailed breakdown of the costs that will be incurred by the Township.

### **2.2 Responsiveness**

Proposals must satisfy all requirement set forth in this RFP. Any proposal that does not adhere strictly to RFP requirements may, in the sole discretion of the Township, be rejected as not responsive to the RFP, without further consideration. Proposals will be evaluated, in part, according to whether the Respondent meets the qualifications described in the RFP and submits a proposal complying with all RFP requirements. The Township reserves the right, in its sole discretion, to determine whether any deviation(s) from or exception(s) to RFP requirements make the proposal non-responsive or otherwise unacceptable such that the proposal will be rejected without further consideration.

### **2.3 Disclaimer**

This RFP and the process it describes are proprietary to the Township and are for the sole and exclusive benefit of the Township. This RFP is not binding on the Township. No other party, including any Respondent to this RFP or future Respondent to any RFP that may be issued by the Township, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, may be subject to public disclosure by the Township, or any authorized agent of the Township, and any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of the Township with the Township having title thereto and unrestricted use thereof.

## **2.4 Publicity**

All publicity (including, but not limited to, news releases, news conferences, commercial advertising, or journal article) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of Thomas J. Nestel, Chief of Police.

## **2.5 Acceptance of Terms**

All proposals submitted are subject to the terms and conditions set forth in this RFP. The Respondent, by signing and submitting its proposal, and/or submitting its proposal and signing the proposal transmittal letter, expressly acknowledges and agrees to all terms, conditions and requirements contained in this RFP.

## **2.6 Proposal Submission, Evaluation and Selection**

The Township reserves the right, in its sole discretion, to reject all proposals and reissue this RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; and/or to cancel this RFP with or without issuing another RFP.

## **2.7 Rights and Options Reserved**

The Township reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- (a) To reject any proposals if, in the Township's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP, the Respondent does not meet the Qualifications set forth in the RFP, or it is otherwise in the Township's best interest to do so;
- (b) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- (c) To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the Township's best interest to do so;
- (d) To reject the proposal of any Respondent that, in the Township's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Township or with others, is financially or technically incapable or is otherwise not a responsible Respondent;
- (e) To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP any proposal which, in the Township's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to the Township, deviates from this RFP and its requirements, contains

erasures, ambiguities, or alterations, or proposes or requires items of work not called for by this RFP;

- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the Township's sole judgment, material to the proposal;
- (g) To permit or reject at the Township's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the Respondents following proposal submission;
- (h) To request that some or all of the Respondents modify proposals based upon the Township's review and evaluation;
- (i) To request additional or clarifying information or more detailed information from any Respondent at any time, before or after proposal submission, including information inadvertently omitted by the Respondent;
- (j) To inspect and otherwise investigate projects performed by the Respondent, whether or not referenced in the proposal, with or without the consent of or notice to the Respondent;
- (k) To conduct such investigations with respect to the financial, technical, and other qualifications of each Respondent as the Township, in its sole discretion, deems necessary or appropriate; and
- (l) To waive and/or amend any of the factors identified in the RFP as pertaining to the Respondent's qualifications.

## **2.8 Contract Negotiation and Award**

The Township reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the contract negotiation and award process resulting from this RFP:

In the event negotiations with any Respondent(s) are not satisfactory to the Township, the Township reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to enter into negotiations with firms that did not respond to this RFP and/or to solicit new proposals from firms that did not respond to this RFP, including but not limited to negotiations or proposals for components of the System, if any, that are deleted by the Township from the successful Proposal or the contract resulting from it. The Township reserves the right not to enter into any contract with any Respondent, with or without re-issue of the RFP, if the Township determines that such is in the Township's best interest.

## **2.9 Proposal Evaluations**

Cost to the Township is a material factor, but not the sole or necessarily the determining factor in proposal evaluation. The Township may, in its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible and qualified Respondent submitting the lowest price. The contract will be awarded to the Respondent whose proposal the Township determines, in its sole discretion, is the most advantageous to the Township and in the Township's best interest.

Proposal evaluation will include evaluation of the Respondent's qualifications; evaluation of the Respondent's technical solutions and cost proposals. The Township, in its sole discretion, may, but shall not be required to, reject without further consideration the proposal of any Respondent that has not demonstrated, in the Township's sole judgment, that it satisfies the qualifications criteria provided in the RFP. The Township reserves the right, in its sole discretion and without notice to Respondents, to modify this evaluation procedure as it may deem to be in the Township's interest.

Evaluation factors to be considered by the Township include, but are not limited to, the following (no particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the list):

- (a) Project understanding and soundness of proposed project methodology, including but not limited to the detail and accuracy of the proposed scope and statement of work and implementation plan;
- (b) The impact of the proposed solution on the operations of the police department, and the demonstrated ability of the solution to enhance operational efficiency, effectiveness and community relations.
- (c) The Respondent's academic and technical qualifications to perform the work required by the RFP, as presented in its proposal and determined by any other investigations conducted or information obtained by the Township;
- (d) References provided by the Respondent, particularly from projects of similar complexity and scope;
- (e) Commitment and ability to complete the project within the time frame specified in the proposal;
- (f) The cost proposal;
- (g) Demonstrated ability to provide technical solutions comparable to those requested in this RFP;
- (h) Compliance with RFP Requirements, including, but not limited to, the ability of the specific services proposed to satisfy the RFP's functional, performance, and other requirements for the system;
- (i) Amount and type of constraints to timely deployment; and
- (j) Any other factors the Township considers relevant to the evaluation of the proposal.

## **2.10 Prime Contractor Responsibility**

All subcontractors will be subject to approval by the Township. Notwithstanding any such approval by the Township, the successful Respondent shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP, and for compliance with the price and other terms provided in the contract. The successful Respondent shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

The Township's consent to or approval of any subcontract or subcontractor proposed by a Respondent shall not create or purport to create any obligation of the Township to

any such subcontractor, or any form of contractual relationship between the Township and the subcontractor. Any Respondent who obtains such approval or consent of the Township shall be required to insert a clause so providing in all subcontracts.

### **2.11 Financial Responsibility**

The Respondent shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any proposal or material submitted in response to this RFP. The Township may, in its sole discretion, ask selected Respondents to present their proposal in person to the Township's representatives at the Township's offices, and the costs of such presentations shall be solely the responsibility of the Respondent. The Township assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a proposal by a Respondent, the evaluation of proposals, or the Respondent's conduct of presentations or the selection of any Respondent for further negotiations. There may be no claims whatsoever for reimbursement from the Township or any of its consultants for such costs. All costs incurred by the Respondent during the selection process and during negotiations will be solely the responsibility of the Respondent.

### **2.12 Verification of Submission**

Proposals should include an email address for the Respondent's point of contact so that the Township can send an email verifying receipt. Failure to include an email address will relieve the Township of this responsibility.

## **3 PROPOSAL REQUIREMENTS**

Respondents are expected to comply with all administrative requirements provided in this section.

### **3.1 Addenda to the RFP; Requests for Information; Inconsistencies**

The Township may, in its sole discretion, issue addenda to this RFP containing responses to questions and requests for information, addressing matters raised in questions or clarification requests made by the Respondents. Any addenda to the RFP will be posted on the Township website or mailed to Respondents if added after the proposal submission date.

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted to the Township's primary contact not later than August 9, 2010. All such questions and requests must be submitted in writing, U.S. mail, private delivery service, or hand delivery (submissions by electronic mail or by any form of communication through the Township's web site are not acceptable, and may, in the Township's sole discretion, be disregarded). Responses to such questions and requests shall be at the Township's sole discretion and nothing in this RFP shall create an obligation by the Township to respond to the submitting party or at all.

Responses may, in the Township's sole discretion, be directly with the submitting party, without notice to other prospective Respondents.

No oral response by any employee or agent of the Township shall be binding on the Township, or shall in any way constitute a commitment by the Township.

If a Respondent finds any inconsistency or ambiguity in the RFP or an addendum to the RFP issued by the Township, the Respondent is requested to notify the Township in writing.

### **3.2 Authorized Signature; Certification**

The proposal must contain the signature of a duly authorized person who has the power to bind the Respondent to the requirements, terms and conditions contained in this RFP. Proposals submitted without such signature may, in the Township's sole discretion, be rejected without further consideration.

The Respondent, by signing its proposal, certifies 1) that its proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation; 2) that it has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal; 3) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and 4) that it has not sought by collusion to obtain for itself any advantage over any other Respondent or over the Township.

### **3.3 Proposals Binding**

By signing and submitting its proposal, and/or submitting its proposal and signing the proposal transmittal letter, each Respondent agrees to be bound by the terms and conditions, including, without limitation, the prices stated therein, for a period of one hundred and eighty (180) days from the submission date. A Respondent's refusal to enter into a contract that reflects such terms and conditions may, in the Township's sole discretion, result in rejection of the proposal, and termination of any negotiations with the Respondent.

It shall be the Respondent's responsibility to review and verify the completeness of its proposal.

The Township reserves the right, at its sole discretion, to permit or require modifications to any proposal after it is submitted.

### **3.4 Transmittal Letter**

One signed original transmittal letter, on the letterhead of the Respondent, shall accompany a hard copy of the proposal. Included in the package with the transmittal letter and hard copy of the proposal should be one CD with an electronic copy of the proposal. The

transmittal letter shall be signed by a person with authority to bind the Respondent to all terms of the proposal. Submission of the signed letter with the proposal constitutes the Respondent's acceptance of all terms, conditions, and requirements of the RFP, and further binds the Respondent to all terms of the submitted proposal.

The transmittal letter shall include all of the following:

- (a) The name, street address, mailing address if different, email address, telephone number, facsimile number, and web site address (if any) of the Respondent submitting the proposal
- (b) The name, street address, mailing address if different, email address, telephone number, and facsimile number of the person to contact in connection with the proposal
- (c) The title of the RFP
- (d) The following statement:  
By this letter, \_\_\_\_\_ [Respondent name] submits its Proposal in response to Township of Upper Moreland Request for Proposals for the Speed Hump Effectiveness Study. By signing this letter, the undersigned binds \_\_\_\_\_ [Respondent name] to all terms of the Proposal; represents and warrants that s/he has the authority to so bind \_\_\_\_\_ [Respondent name]; and acknowledges that \_\_\_\_\_ [Respondent name] and the undersigned each understands and accepts the terms, conditions, and requirements of the foregoing Request for Proposals.
- (e) The name, street address, email address, telephone and facsimile numbers and contact person of the Respondent which will guarantee performance of the Contract if it is a firm other than the Respondent (including, but not limited to, parent corporations)
- (f) A statement that the proposal remains open and valid until at least one hundred and eighty (180) days from receipt of the proposal

### **3.5 Proposal Submission Requirements**

Proposals submitted in response to this RFP shall be sent to the Township's primary contact.

### **3.6 Submission Date, Time and Place**

All copies of the proposal must be received no later than 5:00 PM on August 26, 2010 at:

Upper Moreland Police Department  
117 Park Avenue  
Willow Grove, PA 19090

The Township reserves the right, in its sole discretion, to reject and return without evaluation any proposal received after the proposal submission time and date, whether it is delivered by United States mail or otherwise.

### **3.7 Submission Formats**

All proposals must be submitted both electronically on CD ROM disk and on typewritten “hard copy” format. Submission by facsimile, by electronic mail, or by any form of communication through the Township’s web site, will not be accepted. The proposals shall be neatly typed on 8-1/2 in. x 11 in. paper. Proposals shall include a table of contents listing all sections, figures, and tables and their corresponding page numbers.

Respondents will submit proposals in two separate sections:

Section 1 – Qualifications will describe the Respondent’s academic and professional background.

Section 2 – Project Methodology and Process, Treatment and Control Site Identification, Project Timeline, Cost Proposal and the Respondent’s plan to complete the project.

### **3.8 Implementation Plan, Project Schedule and Service Delivery Payment Schedule**

Respondents must submit the following documents as part of their proposals:

- 1) An implementation plan for the project that fully describes the methods by which the Respondent will manage the project
- 2) Type of software that will be used to complete the analytical element of the project
- 3) Any other project management or implementation strategies that the Respondent intends to employ in carrying out the work
- 4) Detailed statement of the work to be performed, in a form that the Respondent considers appropriate and sufficient for incorporation in a contract document
- 5) Detailed project schedule, identifying all tasks and deliverables to be performed; duration of each task; principal schedule milestones; overall time of completion
- 6) Payment schedule setting forth the frequency and amount of payments, and identifying the services to be provided for each payment

## **4 CONTRACT REQUIREMENTS**

Any Respondent selected to enter into final negotiations will be expected to enter into a contract with the Township containing terms acceptable to the Township. The Township reserves the right, however, to require or negotiate different and/or additional terms and conditions in any final contract resulting from this RFP if, in the sole judgment of the Township, it is in the best interest of the Township to do so, without notice to other Respondents and without affording other Respondents any opportunity to revise their proposals based on such different or additional terms.

Applicants may state for the Township’s consideration any objections to the following contract terms, or to any of the terms and conditions set forth elsewhere in this RFP, in a separate section of the proposal. Any such objection must identify the specific section(s) objected to, state the reason(s) for the objection, and propose alternative language or terms. Requirements and terms to which no objection is asserted will be presumed

acceptable to the Respondent. The Township may, in its sole discretion, evaluate proposals in part according to whether the Respondent so objects, and the number and type of objections asserted.

#### **4.1 Contract Term**

The initial term of the contract shall commence on September 20, 2010 and unless sooner terminated by the Township pursuant to the terms of the contract, shall expire twelve (12) months thereafter, on September 20, 2011. The contract is subject to the approval of the Board of Commissioners and is effective only upon their approval.

#### **4.2 Indemnification**

The contractor shall indemnify, defend and hold harmless the Township, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses occasioned wholly or in part by the contractor's act or omission or negligence or fault or the act or omission or negligence or fault of the contractor's agents, subcontractors, employees or servants in connection with the contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay such subcontractors and suppliers, any breach of the contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the Township, its officers, employees and agents, shall survive the termination of the contract.

#### **4.3 Non-Disclosure Clause**

The contractor must maintain the confidentiality of the study and not release any information without the prior approval of the Chief of Police.

#### **4.4 Final Product**

The Township expects the final product to be of professional quality, printed and bound, with each section clearly labeled, beginning with an Executive Summary and ending with findings based on data analysis. Additionally, it is expected that the consultant will include a thorough pre- and post- treatment survey of neighborhood residents gauging their perception of the effectiveness of speed humps. The consultant may be required to present the results of the study at a public meeting.