

**Upper Darby Township
Community & Economic Development**

Request for Proposals (RFP)

Consulting Services for Safe Streets for All (SS4A) Planning Project

Introduction

Upper Darby Township Planning & Zoning / Community & Economic Development, is soliciting proposals for analysis, engagement, and planning services to develop a plan to address intersections, corridors, and/or areas of concern in Upper Darby that is informed by current data, planning guidelines, and relevant streets studies.

Upper Darby Township was awarded a Safe Streets for All (SS4A) Planning grant as a designated subrecipient of the Delaware Valley Regional Planning Commission's larger 'award. To meet the requirements of the grant, all planning project deliverables must be accomplished by May 2026.

Upper Darby is committed to improving the quality of life for residents, businesses, and visitors of all backgrounds, including roads that are safe for everybody, including pedestrians, cyclists, and drivers; children, the elderly, and people with disabilities. Upper Darby is committed to promoting multimodal transportation to leverage the unique opportunities provided by SEPTA's extensive rail, trolley and bus systems in the township. Together with our partners we can help change a culture that has historically prioritized vehicles with the goal of making Upper Darby roads safe for all users.

About the Township

It is the mission of Upper Darby Community & Economic Development to guide sustainable business district and neighborhood development that results in a higher standard of living, enjoyment, and quality of life in Upper Darby Township.

Upper Darby Township is 7.8 square miles, with a population of 84,837 (ACS 2022 1-yr) making it the 6th largest municipality in Pennsylvania. Upper Darby Township is unique relative to other Delaware County municipalities by virtue of its size and demography - its population density is much closer to Philadelphia than surrounding Delaware County municipalities. Upper Darby is more racially and culturally diverse than its neighbors, including Philadelphia, as more than a quarter of Upper Darby residents speak a language other than English at home.

Upper Darby sits just seven miles from Philadelphia International Airport and the 30th Street Amtrak Station. Multi-modal transportation connections are a competitive advantage for Upper Darby, where residents and commuters use the road networks, trains, trolleys

and buses for leisure and business.

The township is connected to significant SEPTA infrastructure such as the 69th Street Transportation Center, which serves as the terminus of the Market-Frankford Elevated Rail Line and the beginning of the Norristown High Speed Line. The terminal serves as the eastern destination for the 101 (Media) and 102 (Sharon Hill) Trolley Lines. In addition to the terminal, the Wawa/Media Regional Rail line passes through Upper Darby Township with three train stations located in, or partially within, Upper Darby Township.

Upper Darby is connected by several significant roads. Connecting the township east to west are roads such as: West Chester Pike, State Road, Garrett Road, Baltimore Avenue, Township Line and Providence Road. Connecting the township north and south are roads such as: Burmont Road, Lansdowne Avenue, Long Lane, and 69th Street.

Timeline

- Friday, January 3, 2025** **RFP Released**
- Friday, January 17, 2025** **Required Meeting (Virtual) at 3:00pm**
- Thursday January 23, 2025** **All questions regarding this RFP must be submitted via email to Joshua Chast at jchast@upperdarby.org**
- Thursday January 30, 2025** **All questions and answers will be provided back to all prospective bidders via email**
- Friday, February 14, 2025** **Proposals Due by 4:00pm.** Seven (7) hard copies must be delivered to Upper Darby Township Planning & Zoning, 100 Garrett Road, Upper Darby, PA 19082. A digital submission is also required, and may be submitted via thumb drive with the hard copies or sent via email to jchast@upperdarby.org *Proposals received after this date or not in the format required will not be considered.*
- Monday, February 24, 2025** **Finalists will be notified and a presentation date will be scheduled for the week of March 3rd 2025.**
- Friday, March 14, 2025** **Project Awarded**

Upper Darby Township reserves the right to not award and/or to revise this timeline at any time

Scope of Work

The study and plan must identify how Upper Darby Township can take meaningful steps to provide safer and more inclusive access to transportation options for all users. The project must include comprehensive community participation and feedback throughout the process, with a particular focus on historically underserved neighborhoods in Upper Darby Township.

Comprehensive Community Engagement

- Develop outreach material and surveys in both digital and hard copy format in three (3) non-English languages such as Spanish, Bengali and Urdu and/or based on population data in Upper Darby, PA
- Table at community events
- Push the survey online through social media and the township website
- Interviews with stakeholders, community members and professional staff
- Open House and events
- Build off Delaware County's SS4A community engagement initiatives
- Present at meetings with community groups, civic associations and organizations
- Other forms of engagement as recommended by the future engagement firm
- Community Engagement is expected for the duration of the project
- Create three (3) surveys to be available both online (ESRI Survey123 preferred but not required) and on paper at the UDT One Center and the UDT Libraries
- Table at (2) Upper Darby Community Events, as designated by UDT
- Two (2) Community Feedback sessions
- Two (2) Public Presentations
- One (1) ArcGIS Online StoryMap or equivalent with intractable data and maps

Stakeholder Team

- With input from professional staff, identify a stakeholder team for feedback, to act as ambassadors with regard to community feedback, assist in site selection, and provide input regarding implementable recommendations
- Based on individuals, organizations, and/or businesses recommended by UDT
- Stakeholder team will be 3-7 members (in addition to consultant and UDT professional staff) and may include but is not limited to, Upper Darby Township Administration, Elected Officials, Community Members, DCPD, SEPTA, DVRPC, Bicycle Coalition, business and commercial representatives
- Project and Community Meetings may be in person, virtual, and/or hybrid, as approved by UDT Community & Economic Development

Review of Existing Plans, Perform Data Analysis, and Conduct Field Investigations

- Incorporate data from adjacent SS4A awardees such as the Delaware County Planning Department (DCPD) and Delaware Valley Regional Planning Commission

- (DVRPC), study is not to be duplicative of DVRPC or Delaware County SS4A efforts.
- Study must coordinate and/or complement existing efforts, including but not limited to, Community Feedback, Upper Darby Township's 2018 Comprehensive Plan, SEPTA's 69th Street Transit Center Master Plan, 69th Street Beautification Plan, PennDOT Multimodal Grant to redevelop 69th Street, the Garrett Road Modernization Study, Philadelphia High Injury Network. Provide analysis when helpful to the project scope of work.
 - Upper Darby Township crash data (provided by Upper Darby Police Department)
 - Develop criteria and perform equity analysis to determine historically underserved residents and vulnerable road users. Utilize current United States Census and CDBG data, as well as other relevant data as determined by the consultant.
 - Field Investigations must include site visits and documented observations including but not limited to pedestrian, bike, bus and cars usage

Determine eight (8) Sites for Review

- Provide narrative descriptions, including data, geographic boundaries and reason for selection
- Visually illustrate through maps and photographs
- Review existing plans that interact with the selected streets
- Use a data driven analysis for the selection of each site

Select four (4) Sites for Improvements and Conceptual Design

- For each Site provide:
 - Actionable Items: a written description of Actionable Items for each Zone must be broken down as follows:
 - Immediate Actionable Items (12 months)
 - Medium-Term Actionable Items (1 - 5 years)
 - Long-Term Actionable Items (6 or more years)
 - Colored Renderings & Conceptual Design: layout must be based on best practices and Complete Streets elements, and must include but not be limited to recommendations for improvements regarding ADA, bike lanes, greenery/beautification, traffic calming, signage, and signaling.

Deliverables

All deliverables must be seven (7) hard copies and digital

- Create three (3) surveys to be available both online (ESRI Survey123 preferred but not required) and on paper at the UDT One Center and the UDT Libraries
- Prepare two (2) Public Presentations
- Create one (1) ArcGIS Online StoryMap with interactive data and maps
- Fully prepared study/plan
 - Identify eight (8) study areas for review
 - Incorporation of the following data leading to selections
 - Upper Darby Crash data
 - Delaware County Planning Department Corridors of Concern & Crash Profiles
 - Field Observations
 - Feedback from residents
 - Four (4) selected sites
 - Conceptual design
 - Actionable Items
 - Colored Renderings
- Summary Story Map must be created and uploaded to ESRI ArcGIS Online.

Qualifications

In order to qualify to work on the proposed project, the successful bidder will:

- Has experience in crash safety planning, diagnosing problems and identifying effective improvements
- Have experienced planners and engineers who are familiar with Vision Zero policies and programs, SS4A Planning and Implementation grants, and multimodal transportation plans
- Have expertise in transportation and Complete Streets trends, functions and methods
- Have community engagement experience in underserved and non-English speaking communities

Cost Proposal

- Be inclusive of all costs for accomplishing the scope of work
- Include the name, title, address, email and telephone number of the individual with

- authority to negotiate and contractually bind the bidder to an agreement
- Cost proposal must be submitted separately from the technical proposal

Proposal Organization and Required Information

The proposal must include:

- Overview/scope of work to convey the consultant(s) understanding of the study objectives and requirements
- Timeline of Deliverables
- Anticipated responsibilities for Township Staff
- Description of consulting team to include a listing of all team contractors and/or subcontractors with descriptions of qualifications and experience
- Plan of work and technical approach, which is a description of the proposed course and sequence of action or tasks including methodologies and a time-phased statement of project milestones
- Staff-time breakdown/proposed site visits and meeting schedule to include a breakdown of the estimated staff time for each task outlined in the Plan of work including proposed site visits with the chargeable rates for each staff person
- References, a minimum of three for similar studies, include summary of the study and name, address, email, and telephone number of person to contact
- Cost estimate to include the total inclusive proposed costs for accomplishing the work program, and the name, title, address, email and telephone number of individuals with authority to negotiate and contractually bind the company to a proposal
- Signature – the proposal must be signed by a person authorized to negotiate and execute contracts on behalf of the Consultant(s) or company and must be binding for 60 days

Criteria for Evaluation

Applicants will be evaluated by a selection committee based on the responsiveness and quality of the proposal, technical quality of the work plan and methodology, relevant experiences and qualifications of the consulting team, quality of the references, and feasibility and completeness of the proposed budget. The selection committee will interview either in-person or via phone or web-based conferencing the top applicants.

Americans with Disabilities Act (ADA)

As part of the project, the selected consultant will be required to provide a letter stating that the plans and specifications are in compliance with ADA regulations. Additionally, the selected consultant shall comply with General Prohibitions against Discrimination, 28 C.F.R 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to all benefits, services, programs.

Indemnification

The consultant will indemnify and defend the Township and hold harmless from any and all claims, liabilities, loss or damage, including attorney's fees, caused in whole or in part and/or contributed to by any defect in goods and/or any errors or omissions in furnishing services, delay in furnishing goods and/or services, breach of contract and/or negligent and/or wrongful acts of bidder.

Safety and Health Regulations

The consultant agrees to enter into a contract with the Township to perform all or any portion of the work included herein, and will comply with all of the provisions of the U.S. Department of Labor, occupational Safety and Health Administration, Safety and Health Regulations and with all of the provisions of the Pennsylvania Health and Safety Act, 43 P.S. 25-1, et seq.

Alternations or Modifications

This contract will be under the direct supervision of the Township or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the consultant and the Township authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work shall be allowed unless covered by written agreement.

Right to Audit Records

The Township shall be entitled to audit the books and records of the proposer or any subcontractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

Dissemination of Information

During the term of the resulting contract, the successful proposer may not release any

information related to the services or performance of services under the contract, nor publish any report or documents related to the Township, the account or performance of services under the agreement with prior written consent of the Township; and shall indemnify and hold harmless the Township, its officers agents and employees from all liability which may be incurred by reason of dissemination, data, documents, or material pertaining to the Township, the account or the contract by the proposer or its agents or employees.

Permits/Licenses

The consultant shall, at its own expense, pay all fees and procure all necessary licenses and permits needed to conduct work required under the terms of this contract. The proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

Observance of Laws, Ordinances and Regulations

The consultant at all time during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The consultant shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate with hiring, wages, and any other applicable conditions of employment.

Proposal Rejection

Upper Darby Township reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the Township.

Contract Execution

The successful consultant shall promptly enter into contract with the Township. The contract, when executed, shall be deemed to include the entire agreement between the parties; the consultant shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives of the Township, or other persons.

Interview

Upper Darby Township reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal must be comprehensive and complete on its face. The Township reserves the right to request clarifying information subsequent to submission of the proposal.

Additional Information

The following documents are required to be included with the submission of the proposal.

a. Certificate of Insurance (See Requirements Below)

b. Non-Collusion Affidavit

c. Non-Discrimination Statement

d. Conflict of Interest and Records of Required Audits.

Those who have questions or desire further information should contact: All correspondence should be submitted via the "Clarifications" feature within Penn Bid.

Insurances

WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the Township free and discharged of and from any and all responsibility and liability therefore of any sort or kind.

The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of RFP for preparation of the Parks, Trails and Open Space Master Plan as it pertains to the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the Township.

The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the Township from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the Township, produce evidence of settlement of any such action before final payment shall be made by the Township. Consultant's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the Township. The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names

of the Proposer and the Township as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the Township of Upper Darby as additionally insured. Certificates of such insurance shall be filed with the Township.

The minimum amount of Liability Insurance to be maintained by the Consultant during the life of the contract shall be as follows:

Comprehensive General Liability - for bodily injury and property damage - including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability - in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the Township a certificate of insurance evidencing all required coverage in at least the limits required herein, naming Upper Darby Township its elected officials, agents, Engineer, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or canceled without thirty (30) days advance written notice to the Township. Such certificate shall be issued to: Upper Darby Township, 100 Garrett Road, Upper Darby, PA 19082. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the Township.

1. All subcontractors performing work under this contract must furnish to the Township a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage. Upper Darby Township shall be listed as certificate holder and additionally insured.

NON COLLUSION AFFIDAVIT

State of: _____

BID Identification: Consulting Services for Safe Streets for All (SS4A) Planning Project

CONTRACTOR _____, being first duly sworn, deposes and says that he is (sole owner, a partner, president, secretary, etc.) of the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Seal of Notary:

Notary Signature: _____

NONDISCRIMINATION CLAUSE

During the term of this contract, Consultant agrees as follows:

1. Consultant shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestral national origin, age, or sex. Contractor shall take affirmative action to insure that applicants employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training. Contractor shall post in conspicuous places, available to employees, agency of applicants for employment, and other persons, a notice to be provided by the contracting agencies setting forth the provisions of this nondiscrimination clause.
2. Consultant shall, in advertisements or requests 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, handicap, ancestry, national origin, age or sex.
3. Consultant shall send each labor union or workers' representative with which it has collective bargaining agreement or other contract or understanding, a notice advising said 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.
4. 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 any evidence indicates that the consultant was not on notice of the third-party discrimination or made good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that consultant will be unable to meet the obligations under this nondiscrimination clause. Consultant shall then employ and fill vacancy through other nondiscriminatory employment procedures.
6. Consultant shall comply with all state and federal laws prohibiting discriminatory hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contractor with any such laws, this contract may be terminated, suspended, in whole or in part, and Contractor may be declared temporarily

ineligible for future Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Consultant shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If consultant does not possess documentation records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

8. Consultant shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

9. Consultant shall include the provisions of this nondiscrimination clause in any subcontract, so that such provisions will be binding upon each Subcontractor.

10. Consultant obligations under this clause are limited to the Consultant's facilities in Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Consultant: _____ Date: _____

CONFLICT OF INTEREST

Interest of Local Public Officials

No member of the governing body of the locality or entity and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the governing body contractor shall take appropriate steps to assure compliance.

Interest of Consultant and Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

RECORDS AND AUDITS

The consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Municipality and County to assure proper accounting for all project funds. These records will be made available for audit purposes to the Municipality and County or any authorized representative, and will be retained for three years after the close out of the project by the County unless stipulated otherwise by the County.

The undersigned contractor agrees to abide by the above provisions.

By: _____

Consultant

Date