

REQUEST FOR PROPOSALS:

SJTPO Regional Freight Plan

Friday, October 7, 2022



SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION

782 South Brewster Road, Unit B6
Vineland, New Jersey 08361

P: 856-794-1941

F: 856-794-2549

www.sjtpo.org

**LEONARD DESIDERIO, CHAIRMAN
JENNIFER MARANDINO, EXECUTIVE DIRECTOR**

CONTENTS

I.	INTRODUCTION	4
A.	General.....	4
B.	Submission.....	4
C.	Trade Secret and Proprietary Information.....	6
D.	Interpretations and Addenda.....	6
E.	Anticipated Consultant Selection Schedule.....	7
F.	Contracting	7
II.	SCOPE OF WORK.....	8
A.	Background.....	8
B.	Objective.....	8
C.	Recent Relevant Work.....	9
D.	Content.....	10
E.	Schedule.....	17
III.	CONSULTANT SELECTION	17
IV.	AWARD OF CONTRACT	19
V.	DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND EMERGING SMALL BUSINESS PARTICIPATION (ESBE)	19
A.	General.....	19
B.	Policy	20
C.	Certified DBE/ESBE Firms.....	20
D.	Consultant Documentation	21
E.	Good Faith Efforts	21
VI.	EQUAL EMPLOYMENT OPPORTUNITY PROVISION	22
VII.	INSURANCE REQUIREMENTS.....	22
VIII.	CONSULTANT CHECK OFF LIST.....	24

EXHIBITS

Exhibit A:	Mandatory Affirmative Action Language	A-1
Exhibit B:	Notice to All Bidders	B-1
Exhibit C:	Required Affirmative Action Evidence for Procurement, Professional, and Services Contracts	C-1
Exhibit D:	Sample Staffing Plans in Technical Proposals.....	D-1
Exhibit E:	New Jersey Business Registration Certificate	E-1
Exhibit F:	South Jersey Transportation Authority Disclosure of Investment Activities in Iran.....	F-1
Exhibit G:	Sample W-9	G-1
Exhibit H:	Insurance Acknowledgement.....	H-1
Exhibit I:	SJTPO Standard Contract Agreement Boilerplate.....	I-1
Exhibit J:	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus.....	J-1

****NOTICE****

As some of our proposal requirements have changed, please read the entire Request for Proposals prior to submitting a project proposal. Proposals that have not addressed each requirement may be disqualified at the discretion of SJTPO.

Please pay special attention to submission requirements, which have changed.

SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**REQUEST FOR PROPOSALS****SJTPO REGIONAL FREIGHT PLAN**

(To see a list of upcoming RFPs at SJTPO, go to www.sjtpo.org/RFP)

I. INTRODUCTION

This Request for Proposals is a sixty-one-page document. Please read each page, including, without limitation, all attachments.

The terms “firm”, “contractor”, “proposer”, “vendor”, “consultant”, “and respondent” may be used interchangeably throughout this document.

A. General

The South Jersey Transportation Planning Organization (SJTPO) is soliciting proposals from qualified firms, or groups of firms, to provide professional services in the development of an SJTPO Regional Freight Plan. Technical proposals must be prepared and submitted in accordance with the goals, requirements, format, and guidelines presented in this RFP document.

The SJTPO is the designated Metropolitan Planning Organization for Atlantic, Cape May, Cumberland, and Salem Counties. As such, the SJTPO has responsibility or oversight for all federally funded surface transportation planning activities in the region.

The SJTPO, in accordance with the law, reserves the right to reject any and all proposals received in response to this RFP, when determined to be in the SJTPO’s best interest and to waive minor non-compliance in a proposal. The SJTPO further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals in response to this RFP. In the event that all proposals are rejected or if the SJTPO, at any time, deems the number of qualified firms receiving designations as the result of this RFP to be insufficient to meet the potential needs of the SJTPO, or for any other reason, the SJTPO reserves the right to re-solicit proposals. The SJTPO shall not be deemed obligated at any time to award any contract to any proposer.

This work is included as a two-year study in the SJTPO FY 2023 Unified Planning Work Program (www.sjtpo.org/UPWP) as amended July 25, 2022. The availability of funds is subject to execution of an agreement modification for SJTPO’s UPWP. The award of this project is subject to the availability of funds and pending authorization from the NJDOT.

B. Submission

Please take note that this RFP requires digital and physical submission of the proposal. Please read all instructions carefully before submitting.

Digital submission: A digital copy of the Signed Cover Letter and Technical Proposal must be received no later than **11:59 P.M.**, prevailing time, on **Tuesday, November 8, 2022**, to bschiavi@sjtpo.org. An email will be sent confirming receipt no later than Wednesday, November 9, 2022. To receive a confirmation email before the submission deadline, submissions are encouraged before 5:00 P.M on November 8th.

Physical submission: One (1) physical copy of the Signed Cover Letter and Technical Proposal **must be submitted in a sealed envelope with the title of the RFP clearly marked on the outside.** The physical submission should be sent on the day of the digital submission and must be received by 3:30 P.M., the prevailing time on Tuesday, November 15, 2022. The SJTPO shall not be held responsible for the timeliness of mail or messenger delivery. Submittals should be addressed to:

William Schiavi, Principal Planner
South Jersey Transportation Planning Organization
782 South Brewster Road, Unit B6
Vineland, New Jersey 08361

Proposals received after the date and time specified above will not be opened or reviewed and will be returned unopened to the responding proposer.

Elements required in the submission include:

1. **Signed Cover Letter**, submitted with both the digital and physical submissions, that indicates review and acceptance of SJTPO Standard Contract Agreement Boilerplate (Exhibit I) or identifies “Exceptions to the Agreement”. (see Section I.E) The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon execution of a final contract.
2. **Technical Proposal**, inclusive of the items listed, in the order shown below. *(one (1) electronic copy as part of the digital submission and one (1) hard copy as part of the physical submission).*
 - a. **Narrative** that reflects the requirements of the Scope of Work (see Section II)
 - A detailed approach to completing the work program
 - List and description of deliverables
 - Any issues or problems with requirements of the Scope
 - b. **Staffing Plan** (see Exhibit D) with dollar values (a detailed description of the work team key staff and estimated hours required on the project), including:
 - Staff name (if appropriate, see Exhibit D)
 - Company/organization
 - Job title
 - Person-hour requirements by task
 - Hourly rates
 - It should be clear which staff/firm(s) count towards the DBE/ESBE goal (see Section IV). In addition, the DBE/ESBE percentage should be clearly stated within this section.
 - c. **Project Schedule** – Indicating project milestones, deliverables, and key meetings using a Notice to Proceed as “Day 0.” The schedule should anticipate review time by other

- agencies and committees, but time allotments for work under the control of the consultant will be regarded as a commitment.
- d. **Total Costs** of each task detailed in the scope of work.
 - e. **Breakdown of All Other Charges**, such as fringe benefit, overhead, profit, etc., yielding a total project cost.
 - f. **Organizational Chart** of firm or firms with a brief description of their role in the project
 - g. **Firm Profile** – Description of the firm's facilities, number of offices, employees in each office, any special equipment, and other factors, (knowledge, skills, etc.) that may affect the delivery of the required services.
 - h. **Work History** – List of similar work, including name and telephone number of the clients, and a full description of the services provided by the firm.
 - i. **Resumes** of key professional staff included in the Staffing Plan, organized by firm
 - j. **DBE/ESBE Certificates** (see Section IV)
 - k. **Equal Employment Opportunity Statement** (see Section V)
 - l. **Proposers' NJ Business Registration Certificate** (see Exhibit E)
 - m. **South Jersey Transportation Authority Disclosure of Investment Activities in Iran** (see Exhibit F)
 - n. **Proposer's completed W-9** (see Exhibit G)

C. Trade Secret and Proprietary Information

The Open Public Records Act mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial, or other data whose public disclosure could cause substantial injury to a Proposer's competitive position or constitute a trade secret. To protect legally exempt information and records from disclosure under the Open Public Records Act, the Proposer should specifically identify the pages of the proposal that contain such information, by properly marking the applicable pages and inserting the following notice in the front of its proposal. *The SJTPO reserves the right to determine whether the identified information and records are exempt from public disclosure and will advise the proposer accordingly.*

D. Interpretations and Addenda

All questions and requests for interpretations related to this RFP must be submitted in writing and received on or before **Thursday, October 20, 2022**. Questions must be submitted to William Schiavi, Principal Planner at the above address. Faxes (856-794-2549) and e-mails (bschiavi@sjtpo.org) are acceptable. Interpretations or clarifications in response to questions received by prospective proposers will be posted on the SJTPO website. Only written clarifications and answers from SJTPO will be binding; oral and other interpretations or clarifications will be without legal effect.

The SJTPO may also determine whether it is necessary to revise any part of this RFP. Revisions will be made available in the form of an Addendum and posted on the SJTPO website at: www.sjtpo.org.

It is the sole responsibility of the proposer to check the SJTPO website during the RFP response period for addenda to the RFP, and Questions and Answers.

E. Anticipated Consultant Selection Schedule

1. RFP Release	Friday, October 7, 2022
2. Questions about RFP Due	Thursday, October 20, 2022
3. Answers about RFP Published	Tuesday, October 25, 2022
4. Digital Submission Due Date	Tuesday, November 8, 2022, by 11:59 pm
5. Physical Submission Due Date	Tuesday, November 15, 2022, by 3:30 pm
6. Consultant Interviews*	Week of December 5, 2022
7. Policy Board Action	Monday, January 23, 2023
8. Notice to Proceed	Early February 2023
9. Project Completion Due	Late May 2024

** We may conduct interviews with top proposers during the selection process. Please keep this week available. Consultants will be notified of in-person or virtual interviews no later than Wednesday, November 23, 2022.*

F. Contracting

The contract with SJTPO will be executed via the South Jersey Transportation Authority (SJTA), the administrative host of the SJTPO. All provisions and requirements of the SJTA pertaining to contractual matters will be in effect. This project is funded by the Federal Highway Administration of the United States Department of Transportation. Accordingly, the selected consultant will be required to comply with all applicable federal procurement laws, regulations, and contract provisions required by the federal funding authority. Additionally, all state regulations and provisions of the SJTPO's prime contract with the NJDOT, the prime recipient of the federal grant, will be passed on to the consultant.

Proposers shall be prepared to accept the terms and conditions of SJTPO's Standard Contract Agreement included as Exhibit I (SJTPO Standard Contract Agreement Boilerplate) hereto. If a proposer desires to take exception to the agreement, the proposer shall provide the following information as a section of the proposal identified as "Exceptions to the Agreement":

1. Proposer shall clearly identify each proposed change to the agreement, including all relevant exhibits and attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

All proposals must include a signed cover letter that indicates review and acceptance of the SJTPO Standard Contract Agreement boilerplate (Exhibit I) or includes the above-mentioned "Exceptions to the Agreement."

II. SCOPE OF WORK

Proposals should explicitly address the full scope of the project as described within this section. Proposals should detail any concerns which impact the successful completion of the project as described herein or if additional innovations or alternative tasks are recommended enhancing the intended project scope.

A successful proposal will demonstrate significant freight planning expertise, a strong knowledge of federal, state, and regional requirements, and staff availability to develop the Plan within the expected project timeline. This Plan must be in conformance with the Infrastructure Investment and Jobs Act (IIJA) and other active federal guidelines. Teams are encouraged to include technical economic development and land use strategic planning capabilities for the preparation of a comprehensive and strategic regional freight plan. The successful consultant or team must demonstrate previous similar project expertise, technical capabilities of proposed staff, and a solid understanding of the proposed scope of work. A strong understanding of the regional issues in the four-county SJTPO region is highly desirable.

A. Background

The Infrastructure Investment and Jobs Act (IIJA) emphasizes the need for the transportation network to support economic development, which South Jersey residents have consistently rated as one of their top priorities for the regional transportation plan. Therefore, a primary goal of SJTPO is to work toward a multimodal transportation network that contributes to the region's economic development. To this end, SJTPO is working to better integrate freight into its transportation planning process.

SJTPO has been an active participant in numerous Statewide freight planning efforts. The 2017 New Jersey Statewide Freight Plan summarized current and future freight planning and transportation needs on a statewide level and performed an analysis of New Jersey's roadway network. However, regional and local freight planning is needed to support potential future local transportation infrastructure improvements in the SJTPO region. SJTPO completed the Regional Freight Plan Data Gathering and Analysis Study in 2022 in preparation for this Plan. The selected consultant will utilize that information and other resources to produce a freight plan for the SJTPO region.

B. Objective

This RFP details several tasks, background items, and resources that are laid out to provide an understanding of the work being sought through this effort. The overall objective is the development of a Regional Freight Plan that is grounded in good quality, well-documented data and makes well-supported recommendations on the identified regional freight network. Consultant teams should review the Scope of Work section in this document, understand the needs of SJTPO and its region, and submit a proposal that addresses these needs.

Consultant teams are encouraged to deviate from the specific details identified in the following sections if their experience and expertise offer an alternative approach. Deviations should be clearly discussed to ensure reviewers understand that objectives have been addressed, just by other means. Consultant teams are encouraged to identify efficiencies in the process that achieve the objectives and tasks communicated in this RFP.

C. Recent Relevant Work

The selected consultant team will integrate previous studies, as well as state and regional plans, while preparing the Plan and propose the best use of its planning resources to produce the most effective product. A list of available resources, including past studies that are relevant to this current effort are provided below.

A significant amount of relevant work was performed for the 2022 SJTPO Regional Freight Plan Data Collection and Analysis study. This study identified the SJTPO freight transportation network, network modes, and intermodal links. The study also applied data-driven measures to assess the freight network's performance; and identified some network locations of interest, and key issues. The study performed significant analysis of INRIX data to assist with the identification of existing truck freight conditions in the region. SJTPO will provide the selected consultant team with all data analysis to be used freely throughout the life of the project.

The Plan will also build upon the 2018 SJTPO Port of Salem Corridor Freight Rail Intermodal Study. That study provided a comprehensive survey of the corridor, including the port, rail, roads, bridges, and intermodal facilities. The study identified key freight access and mobility issues, for current and potential corridor users (agricultural and or industrial). The study produced a list of prioritized recommended solutions. The solutions were detailed sufficiently to provide the basis for project development.

The New Jersey Statewide Freight Plan (2022), and the New Jersey State Rail Plan (2022) are two important efforts in progress that are to be considered. The Plan is to be consistent with regional and state goals and objectives.

SJTPO Freight Plan Resources:

- [2018 Port of Salem Freight Corridor Freight Rail Intermodal Study](#)
- [2017 New Jersey Statewide Freight Plan](#)
- [2020 Truck Route Identification Study for Eastern Cumberland County](#)
- [2021 Truck Route Identification Study for Western Cumberland County](#)
- [2021 Evaluation of Intersection Improvements - Salem County](#)
- 2022 SJTPO Regional Freight Plan Data Collection and Analysis:
 - [Tech Memo 1: Regional Core Freight Dataset](#)
 - [Tech Memo 2: Freight Performance Analysis](#)
 - [Final Report](#)
 - [Memo and Final Report data files](#)
 - [Memo and Final Report interview notes](#)
 - [StoryMap](#)
 - StoryMap Files: [Freight Generators](#), [Estimated Truck Counts](#), [Freight Mobility](#), [Multimodal Freight](#), [Public Comment Map View](#)
- Vehicle Probe Database Reporting Tool *access to be provided to selected consultant team*
- Trip Analytics Origin / Destination Tool (INREX) *access to be provided to selected consultant team*

D. Content

A total of eight tasks are envisioned for the development of SJTPO's Regional Freight Plan as part of this effort. The consultant should evaluate each task, consider the purpose and value communicated by each, and is invited to offer deviations that best serve the purpose of this effort based on experiences on other similar efforts. Alternative approaches are encouraged. The consultant team should provide a detailed description of the alternative approach proposed, including the benefits, and data used.

- Task 1. Coordination and Administrative Tasks
- Task 2. Stakeholder and Public Involvement
- Task 3. Freight Network Data Quality Assessment
- Task 4. Network and Facility Issues and Analysis
- Task 5. Identify Model Policies and Best Practices Relevant to SJTPO Regional Issues
- Task 6. Freight Plan Recommendations, Prioritized List of Regional Actions
- Task 7. Funding Opportunities
- Task 8. Regional Freight Plan Final Report

Task 1. Coordination and Administrative Tasks

Regular communication shall take place between the consultant's project manager and the SJTPO project manager. The firm will be responsible to document all communications and deliver them to SJTPO. Meetings shall require meeting minutes to be prepared, whereas phone conversations shall simply require a follow-up email summarizing talking points and decisions made. These should generally be provided to SJTPO within three (3) business days.

The consultant shall provide brief status updates every two weeks to SJTPO via email. The status updates should describe tasks completed in the past two weeks, upcoming tasks for the next four weeks, any delays that affect the schedule of the project, and any assistance that will be needed from SJTPO or other stakeholders in the coming weeks. Updates should also note the status of the DBE/ESBE firm(s) in achieving their goal and highlight any concerns about achieving that goal as soon as it becomes apparent.

The consultant is to produce and update, as needed, a detailed project schedule, including the expected meeting dates, task completion dates, and other tasks and milestones. All work is anticipated to be completed by end of May 2024, as stated in Section D. Schedule.

Deliverable 1.a. Bi-weekly emails:	The consultant will provide an email to SJTPO's project manager on a bi-weekly basis as described above.
Deliverable 1.b. Meeting and discussion summaries:	The consultant will provide minutes of meetings and email summaries of all conversations, which will include a summary of talking points and decisions made within three (3) business days.
Deliverable 1.c. Project Schedule:	Including expected meeting dates, task completion dates, and bi-weekly conference call schedule, to be updated as needed.

Task 2. Stakeholder and Public Involvement

The SJTPO Freight Advisory Committee (FAC) was formed during the 2022 SJTPO Regional Freight Plan Data Collection and Analysis study. This committee is made up of planning partners with an interest in freight transportation. The FAC should be solicited as needed for guidance and feedback throughout the project. The FAC does not have a regular meeting schedule, as such the consultant should work with SJTPO’s project manager to schedule meeting as necessary. In addition, the Technical Advisory Committee (TAC), made up of planners and engineers in the SJTPO region should be updated and given opportunities to provide feedback at key milestones in the process. The TAC meets bimonthly beginning in January, with workshop opportunities during off-months. The consultant should propose the frequency of communications with the FAC and TAC, noting the purpose of their involvement, the format of their involvement (in-person meeting, virtual meeting, email), and note this in the proposed project schedule. The consultant shall be expected to lead any proposed workshops, while SJTPO’s project manager can provide updates to the FAC and TAC as recommended by the consultant. The consultant should lead an in-person workshop, presenting a draft of the Final Report in February 2024. Members of our FAC, TAC, and select stakeholders will be invited.

A stakeholder outreach effort was conducted as part of the 2022 study. A summary of this outreach is available as part of this RFP’s resources (Memo and Final Report Interview Notes and Public Comment Map View). It has been SJTPO’s aim to include active participation and feedback from stakeholders from the freight community to provide qualitative input, to supplement the quantitative data that inform this effort. Stakeholder involvement did not meet SJTPO’s initial expectations. While 20 stakeholder interviews were initially planned, only 11 stakeholder organizations participated in interviews. In addition, six stakeholders participated in the FAC and provided feedback through that effort. Proposers should review the outreach summary and are asked to discuss the need to balance robust feedback with the need to preserve project resources and schedule in completing this effort. Proposals should either propose some additional stakeholder outreach or alternative approaches to ensure that needed information is reflected in this current process. If additional stakeholder outreach is proposed, please discuss approaches to ensure better participation.

Proposals should identify the need and degree of public involvement recommended for this effort and are encouraged to cite examples on similar efforts to support the recommendations. As this effort is regional in nature, any public outreach proposed would need to address the needs of Spanish-speaking individuals as well as address households with limited internet access if a virtual approach is proposed. If public meetings (virtual, hybrid, or in-person) are needed, the consultant will lead and schedule the public participation activities with selected direction, support, and assistance from SJTPO staff and planning partners as appropriate.

Deliverable 2.a.	FAC and TAC Meetings/Updates including meeting materials and meeting notes
Deliverable 2.b.	2024 February SJTPO FAC / TAC Workshop including PowerPoint Presentation, other meeting materials, and meeting notes
Deliverable 2.c.	Stakeholder Outreach or Other Approach, as identified including all relevant materials, documentation, and summaries.

Deliverable 2.d. Public Meetings, if applicable. Includes any presentations, handouts, surveys, survey maps, meetings notes, etc.

Task 3. Freight Network Data Quality Assessment

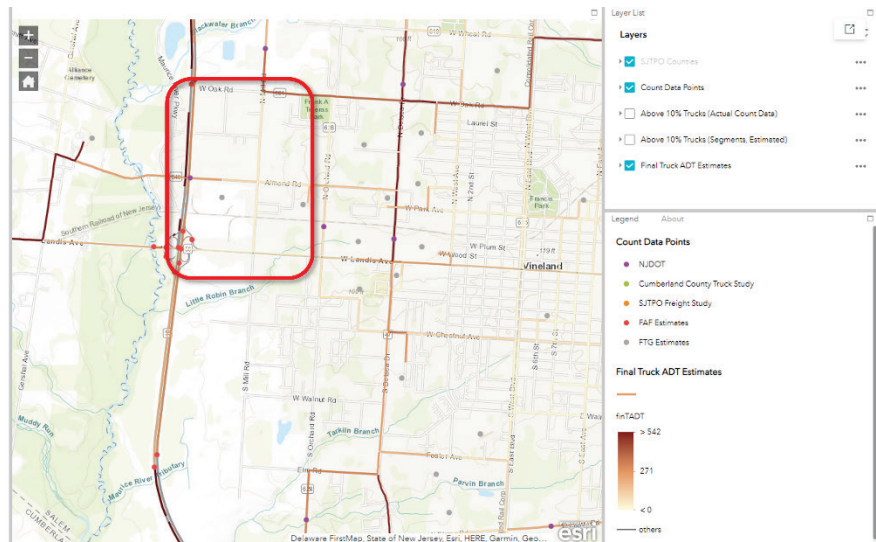
The SJTPO Regional Freight Plan Data Collection and Analysis technical study summarized network facilities based on the estimated daily truck volumes and percentages, using a number of factors including vehicle classification counts, FHWA Freight Analysis Framework (FAF) estimates, and Freight Trip Generation (FTG) estimates based on census block-level employment and industry type. SJTPO is generally pleased with the effort and the estimates developed. Despite an extensive initial stakeholder involvement effort, stakeholder feedback, which is often essential to validate outputs like this, was limited. At the conclusion of this effort, an instance was identified where freight volume was believed to be underrepresented. The consultant should identify a method to conduct a succinct high-level quality assessment with the purpose being to identify if there are critical freight areas that may be notably underrepresented.

The area shown in the figure below is provided as an example of an area believed to be underrepresented in the freight network estimates, based upon local knowledge. Given the extensive effort to broadly receive stakeholder feedback and the limited response previously received, a broad stakeholder feedback effort is not desired. SJTPO recommends that the consultant identify a high-level screening method to identify possible areas where freight activity may be greatly underrepresented. While these instances are presumed to be limited, the assessment is a beneficial quality control exercise. While the method of screening is to be identified by the consultant, based on their experience in the area, some possible data sources considered by SJTPO include land use, zoning, or freight generator data. Areas identified as possibly underrepresented in the data should then be followed-up with targeted stakeholder outreach, which can be conducted by SJTPO, as well as possible classification traffic counts.

Estimated Daily Truck Volumes and Percentages

This map highlights the final results of the truck ADT and percentage estimation analysis. The following data sources were used to identify actual or estimated truck counts within SJTPO. The locations of each data point are color-coded by data source and visible through the Count Data Points layer to the right.

- **NJDOT:** Vehicle classification counts collected and maintained by the New Jersey Department of Transportation
- **Cumberland County Truck Study:** Vehicle classification counts collected as part of the recent County-lead truck corridor study
- **SJTPO Freight Study:** Vehicle classification counts collected as part of this study
- **FAF Estimates:** Estimated truck flows based on modelled estimates from the FHWA's Freight Analysis Framework
- **FTG Estimates:** Freight Trip Generation



SJTPO requests that proposals include a budget for no fewer than 10 classification counts to be conducted, based upon areas identified in the screening. The consultant may identify an alternate method to classification counts if it seems another approach as more efficient or otherwise superior. These pieces of information will then be incorporated into the dataset by the consultant

before it is used in the remainder of this planning effort. This includes 33 truck counts conducted by the City of Vineland that are not included in the current dataset.

Deliverable 3.a. Quality Assessment of Freight Network Volume Estimates

Deliverable 3.b. Classification Counts or other method The consultant will conduct no fewer than 10 classification counts, based upon areas identified in the screening. The consultant may identify an alternate method to classification counts if it seems another approach as more efficient or otherwise superior.

Task 4. Network and Facility Issues and Analysis

For this task, the consultant is to utilize the results of the 2022 SJTPO Freight Plan Data Collection and Analysis, which summarized network facilities, conditions, and performance and includes freight network infrastructure deficiencies, safety, congestion, bottlenecks, and reliability.

This task will utilize this information to identify freight locations and issues, which are to be analyzed for their impact on the region's freight mobility/network performance, economic vitality, and network resiliency. This analysis will be used to create a **prioritized list of locations and issues**. These locations and issues will be the focus of Task 6.

This analysis will be conducted for all modes including

- Truck / Highway,
- Rail,
- Maritime Port,
- Airports, and
- Intermodal Links Facilities

With this analysis, the consultant will create a new interactive online GIS map. The map, which will be informed by map data developed during the Study, is to identify key areas and facilities within the freight network. The freight network was initially identified in the Study and amended in Task 3 of this project. These are the locations and issues that this analysis deems to be the highest priority, and critical to ensuring regional freight flow that is safe, efficient, reliable, resilient, and contributes to the region's economic vitality.

The consultant should conduct a Truck / Highway mode analysis, to include a Truck Parking Facility/Utilization Rate Analysis and identification of parking locations in the SJTPO region. This analysis should analyze the adequacy of freight truck parking, working with stakeholders to make recommendations related to facilities and or policies.

Truck / Highway mode analysis may utilize the RITIS tool (Regional Integrated Transportation System) which is available to SJTPO and its consultants. This includes the Trip Analytics feature which provides origin and destination (O/D) information.

This analysis of the above freight modes will be used in a later task to produce a prioritized list of projects, programs, and policy recommendations.

Deliverable 4.a. Tech Memo - Network and Facilities Issues and Analysis Prioritized List Freight Locations and Issues

Deliverable 4.b. Tech Memo - Intermodal and Truck Parking Facility Capacity Analysis and Recommendations

Deliverable 4.c. Online Interactive GIS Map Prioritized Freight Locations and Issues

Task 5. Identify Model Policies and Best Practices Relevant to SJTPO Regional Issues

The consultant is to identify model policies and practices that reflect areas where the consultant anticipates common issues and opportunities to better serve freight.

The consultant will provide examples of problematic policies and practices (land use, roadway design, etc.) that are likely typical to communities in the region and how to tailor them to better suit the needs of freight. This is an area where the experience of the firms/staff regarding local issues, policies, and practices should be demonstrated in proposals. The consultant is to consider policies and practices related to our region's issues as examples, which are to be developed in Task 4. Truck parking should be among the critical issues addressed in this task.

Consultants should be mindful of the need for balanced policies and practices, particularly given the conflicts that may exist between freight, complete streets, and the safe system approach. Model policies and practices should not undermine the needs for complete streets or the safe system approach, which are context sensitive principles and do not have equal implications across the entire network. For example, recommendations should not be made to expand the footprint of all intersections on the freight network in the interest of freight, as that would conflict in many areas with the needs of other users and their safe and equitable usage of the network. In this example a more nuanced approach would be needed that better reflected the context of different kinds of locations.

In addition, a peer review of two or three similarly sized regions is to be conducted, focusing on best practices technology related to freight mobility. This should identify best practices in utilizing technology, land use, regulatory, and planning practices. Technology solutions may include partners in the public and private sectors to improve freight throughput and increase efficiencies,

For comparative purposes, the review should include regions with similar geographic attributes and freight activities as the SJTPO region and focus on practices to attract private industry, improve commodity flow, and provide regional economic benefits. In accordance with recent federal guidance, applicable industry technological improvements in the areas of Intelligent Transportation Systems (ITS), safety, and security should also be identified, as well as potential opportunities for public/private partnerships and initiatives.

This task will generate a tech memo summarizing this review and detailing model policies and practices related to freight in land use and transportation as well as best practices in freight mobility efficiency, safety, and technology.

Deliverable 5.a. Tech Memo – Model Policies and Practices Relevant to SJTPO Critical Freight Issues This will include sections focused generally on land use and transportation policies and practices as well as on freight mobility efficiency, safety, and technology.

Task 6. Freight Plan Recommendations, Prioritized List of Regional Actions

Previous tasks will lead to the development of a prioritized list of freight infrastructure improvements, process, and policy actions. The desire is to identify recommended Strategic Freight Corridors, which optimize freight movement benefits and minimizes adverse impacts. The task shall also include a list of recommendations for policies, strategies, and projects for inclusion in the planning process of SJTPO and our partners. Recommendations should be considered based on current conditions, safety, mobility, accessibility, reliability, cost-effectiveness, use of efficient modes, resiliency, land use policy, and economic impact.

The recommendations should be categorized, such as:

- **Quick-Start Projects:** low cost, with a short implementation horizon to demonstrate to private sector partners that their input was received and acted upon
- **Program Enhancements for Improving Freight:** short implementation horizon of freight action strategies, policies, and projects that can enhance existing planning activities of SJTPO and planning partners to better incorporate freight considerations in an ongoing manner
- **Future Surface Transportation Projects:** short implementation horizon potential projects that will require further analysis prior to implementation
- **SJTPO Freight Horizon Projects:** projects that, due to their nature, are relatively high cost and/or may require long time horizons (e.g., more than 5 years)

One specific area where program enhancements should be addressed is with regard to the SJTPO Project Evaluation Process. This process, which was redeveloped in 2020, includes a Project Pre-Evaluation Screening, designed to identify issues, and improve project scopes, and Project Evaluation Criteria and Scoring, which identifies a number score based on the merits of the scoped project. The freight criteria were developed prior to the 2022 Regional Freight Plan Data Gathering and Analysis Study and should be updated to ensure that freight is meaningfully addressed consistent with the available data and the Regional Freight Plan being developed via this study. The consultant is asked to identify how SJTPO's Project Evaluation Process can best incorporate the available freight data and outputs of the Regional Freight Plan.

Note that emphasis should be placed on projects that are on the county and municipal system, and not on the State network. Recommendations can be made regarding the State network; however, all detailed work for recommendations should be reserved for the local freight network.

Therefore, the deliverable for this task is a tech memo to include recommendations that are prioritized and categorized by time horizon, including the following:

- **Identify the Recommended Strategic Freight Corridors.** Please note the available resources for work already completed in this area. Only additional required work should be proposed by the consultant. The Recommended Strategic Freight Corridors are the critical corridors. This is a subset of the regional freight network that was identified in the previous study and amended in Task 3 of this project.

- **Prioritize List of Regional Actions.** Solutions are to be detailed sufficiently to provide the basis for project development
- **Organize recommendations into four categories:** Quick Start (short-term), Program Enhancements (short-term), Future Surface Transportation Projects (medium-term), and Freight Horizon Projects (long-term)
- **Identify the Recommended Strategic Freight Corridors.** The previous study identified the freight network, and Task 3 of this study amended that freight network. Task 4 of this project, Network and Facility Issues and Analysis, identifies a prioritized list of locations and issues. This Task 4 analysis incorporates economic impact, resiliency, and other important factors. Therefore, the consultant is able to identify the most important portions of the network. These are the corridors, that network users are using the most, or should be encouraged to use. These are also the corridors that should be closely monitored for future improvements. This subset of the freight network is to be called the Recommended Strategic Freight Corridors (RSFC). The RSFC is to be a separate layer on the networks' GIS map.

This deliverable is to be reviewed and updated based on the feedback of the Freight Advisory Committee (FAC) and Technical Advisory Committee (TAC). The infrastructure or program recommendations are intended for eventual inclusion within the SJTPO Regional Transportation Plan and the SJTPO Transportation Improvement Program (TIP).

Deliverable 6.a. Tech Memo - Freight Plan Recommendations Prioritize List of Regional Actions

Task 7. Funding Opportunities

The consultant is to identify and provide guidance to SJTPO for utilizing funding sources that are appropriate for the critical freight projects, including but not limited to New Jersey Local Freight Impact Fund and the federal Infrastructure for Rebuilding America (INFRA) Grants program. Efforts within this task should consider the following:

- Identify INFRA eligible projects within the SJTPO region
- Identify segments suited for New Jersey Local Freight Impact Fund consideration
- Identify other state and federal funding sources suited for the recommended projects
- Recommend steps SJTPO should take to obtain INFRA and other freight funds
- Identify potential future private partnerships

Deliverable 7.a. Tech Memo – Funding Opportunities

Task 8. Regional Freight Plan Final Report

A Regional Freight Plan Final Report for the four-county SJTPO region will be developed that includes a detailed discussion of activities performed during the project, outcomes resulting from the project's tasks and activities, and a thorough analysis of project findings. This report should summarize current freight transportation demand, trends, challenges, infrastructure conditions, performance, opportunities, and recommendations.

The consultant will present the Draft Regional Freight Plan to the FAC and TAC for review and comments at a workshop held no later than February 2024. Once the Draft Plan has been

reviewed and all comments addressed, a Final Regional Freight Plan document must be submitted to the SJTPO no later than the end of May 2024. The consultant should state the draft process that they intend to use, including the number of iterations.

The consultant will also prepare a standalone Executive Summary of the Regional Freight Plan, which will be designed to be a visual and easy to understand summary of the Plan for the public. SJTPO would assume this document would be between ten and twenty pages in length.

Deliverable 8.a. 2024 February SJTPO FAC/ TAC Workshop with PowerPoint Presentation

Deliverable 8.b. Final Report, incorporating all Tech Memos Drafts will be developed that address comments from SJTPO staff, the FAC, TAC, and the public (if applicable).

Deliverable 8.c. Final Report Executive Summary Drafts will be developed and comments from SJTPO staff will be addressed.

Deliverable 8.d. Online Interactive GIS Map and Narrative to include ESRI StoryMap or another format as proposed by consultant which will be incorporated into a Freight webpage on the SJTPO website (which is still under development).

E. Schedule

SJTPO anticipates a Notice to Proceed in early February 2023. The entire project is anticipated to be completed by the end of May 2024.

III. CONSULTANT SELECTION

SJTPO's consultant selection is a qualifications-driven process. Selection is based primarily on an assessment of the technical qualifications of responding firms. However, as a project that does not relate to a direct Planning or Engineering element, the value, quality, and cost of each proposal will also be considered to ensure that public funds are utilized efficiently and in accordance with the SJTPO's mission. A review committee will evaluate each proposal and may recommend firms to present additional information and appear for interviews; or, the proposal may be the sole basis for the selection. Selections will be made at the sole discretion and judgment of the SJTPO.

The following criteria have been established to guide the evaluation of each consultant proposal with each criterion weighted as indicated below. The percentages provided for each criterion are approximate and may vary, depending on the subject matter of the RFP.

A. Technical Approach (Criterion weight: 40 percent)

1. Demonstrate a clear understanding of the effort and products required.
2. Explicit consideration of the features listed in Section II, *Scope of Work*.

3. Innovations or efficiencies to be used in completing the project with descriptions of how they add value to the project.
4. Demonstrate an ability to perform needed tasks and meet the stated completion date.
5. Quality, clarity, and thoroughness in addressing required tasks and submission guidelines.
6. Demonstrate the ability to complete the project within the schedule stated in this document.

B. Value Given Stated Cost (Criterion weight: 20 percent)

1. Thoroughly addresses the full scope of the project as described within the RFP and includes a cost.
2. Demonstrates a reasonable cost, particularly when evaluated against all of the elements included in the technical scope, demonstrating a great overall value to SJTPO.
3. Innovations proposed that add value for SJTPO or add efficiencies to the project can enhance this evaluation.

C. Firm/Staff Qualifications (Criterion weight: 30 percent)

1. Demonstrate successful experience of the firm or team (particularly recent) on similar projects.
2. Demonstrate expertise in specialized areas required for this project.
3. Firm(s) references submitted with the proposal.
4. Availability of resources needed to successfully complete the project.
5. Staffing Plan demonstrates staff (particularly Project Manager) ability to successfully complete project.
6. Resumes demonstrate staff (particularly Project Manager) experience successfully implementing similar projects.

D. DBE/ESBE Utilization (Criterion weight: 10 percent) (see Section IV for additional information related to the DBE/ESBE criterion)

1. DBE/ESBE firm must be explicitly identified. If a specific DBE/ESBE firm is not identified, a zero percent DBE/ESBE commitment will be assumed.
2. Staffing Plan clearly states the hours and specific tasks of DBE/ESBE staff as well as dollar figures or each and percent of the total budget to be dedicated to DBE/ESBE firm(s).
3. Technical Proposals should explicitly indicate the type of work to be completed by the DBE/ESBE firm(s). This information will be used to assess the quality of work to be completed by the DBE/ESBE firm(s).
4. If a proposer is unable to secure a DBE/ESBE firm to meet the DBE/ESBE goal, the proposer would need to document in their proposal that a good faith effort was made to meet the goal. See Section IV for the definition of DBE/ESBE firms for more information about documenting a good faith effort. SJTPO will, at its discretion, award points to firms that meet/exceed the DBE goal or satisfactorily document in their proposal that a good faith effort was made in meeting the DBE goal.

Federal and State goals for DBE/ESBE participation must be addressed explicitly in the proposal. This is satisfied by stating the percentage of total project cost devoted to DBE/ESBE firm involvement in the Technical Proposal. See Section IV for the definition of DBE/ESBE

firms. SJTPO utilizes the NJDOT federally approved DBE/ESBE goal (effective 10/1/2019), which is 13.23 percent.

The highest-ranking firms may be invited, at the option of SJTPO, to an interview to present relevant details of their proposals and introduce key staff.

The cost proposals must include a price and level of effort for the Scope of Work. All other charges, such as fringe benefit, overhead, profit, etc., must be identified, yielding a total project cost. Proposals and costs should address the full scope of the project as described within the RFP. Proposals, however, should detail any concerns which impact the successful completion of the project as described herein or if additional innovations or alternative tasks are recommended to enhance the intended project scope. Cost proposals must include all tasks or alternatives discussed within the technical proposal. If applicable, multiple cost scenarios are acceptable.

IV. AWARD OF CONTRACT

The SJTPO will act to award a contract to the successful proposer or to reject all proposals within ninety (90) calendar days after receipt of the proposals as prescribed by law unless an extension is obtained in accordance with SJTPO rules and applicable law.

Upon selection, SJTPO will negotiate a final price with the selected firm. Additional amendments to a proposal may also be negotiated. Selected firms are expected to sign the final form of contract.

The contents of a proposal, and any negotiated amendments, may be incorporated into the final contract. If the SJTPO and the selected firm cannot negotiate an acceptable final contract, negotiations will be terminated and the SJTPO will initiate discussions with the second-ranked firm.

Contracts awarded may be amended to provide for additional services that are closely related to the services requested in this RFP. Any contract amendment for closely related services must be in writing and approved by the SJTPO.

The SJPTO further reserves the right to reject all proposals and issue a new Request for Proposals. Late proposals will not be evaluated and will be returned unopened.

V. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND EMERGING SMALL BUSINESS PARTICIPATION (ESBE)

A. General

Regulations of the Department of Transportation relative to Non-Discrimination in Federally assisted projects of the Department of Transportation (49 CFR Part 21) are made part of the Agreement. In order to ensure the State of New Jersey Department of Transportation (NJDOT) achieves its federally mandated statewide DBE goal, SJTPO encourages the participation of Disadvantaged Business Enterprise (DBE) or Emerging Small Business Enterprise (ESBE), as defined below, in the performance of consultant contracts financed in whole or in part with federal funds. The sub-recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

1. **Disadvantaged Business Enterprise (DBE)** is defined in 49 CFR Part 26, as a small business concern (from Section 3 of the Small Business Act), which is:
 - a. At least 51 percent owned by one or more 'socially and economically disadvantaged' individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more 'socially and economically disadvantaged' individuals, and
 - b. Whose management and daily business operations are controlled by one or more of the 'socially and economically disadvantaged' individuals who own it.

'Socially and economically disadvantaged' is defined as individuals who are citizens of the United States (or lawfully permanent residents) and who are: "Black Americans," "Hispanic Americans", "Native Americans," "Asian-Pacific Americans", "Subcontinent Asian Americans", "Women" (regardless of race, ethnicity, or origin); or "Other" disadvantaged pursuant to Section 8 of the Small Business Act).
2. **Emerging Small Business Enterprise (ESBE)** is defined as a firm that has met the following criteria and obtained small business certification as an ESBE by The State of New Jersey Department of Transportation:
 - a. A firm must meet the criteria for a small business as defined by the Small Business Administration in 13 CFR Part 121, which includes annual receipts from all revenues, including affiliate receipts which equates to the annual arithmetic average over the last 3 completed tax years, or by the number of employees.
 - b. The small business must be owned by individuals who do not exceed the personal net worth criteria established in 49 CFR Part 26, which is \$1,320,000. All appropriately certified DBEs fall into this definition due to their size.

B. Policy

The consultant agrees that DBE/ESBE firms shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement, the contractor and its subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of USDOT-assisted contracts in accordance with 49 CFR Part 21. DBE requirements of 49 CFR Part 23 applies to this agreement. The SJTPO strongly encourages the use of DBE/ESBEs in all of its contractual efforts.

C. Certified DBE/ESBE Firms

A list of certified ESBE firms is compiled and is effective for contracts on a per calendar year basis. Current guidance on DBE/ESBE is available on the website of the New Jersey Department of Transportation (www.state.nj.us/transportation/business/civilrights). Firms who wish to be considered for DBE/ESBE certification are encouraged to contact the NJDOT Office of Civil Rights directly for information on the certification process. Once a firm is certified, the federal portion of the dollar value of the contract or subcontract awarded to the DBE/ESBE is generally counted toward the applicable DBE/ESBE goal. If state matching and/or non-matching funds are

also awarded to a DBE/ESBE, the total dollar value of the DBE/ESBE contract or subcontract may also be counted toward the applicable DBE/ESBE goal.

There are only two lists that count toward meeting this DBE/ESBE goal. Firms should check these sites before submitting a proposal.

1. New Jersey ESBE:
<http://www.nj.gov/transportation/business/civilrights/pdf/ESBEDirectory.pdf>
2. New Jersey DBE: <https://njucp.dbesystem.com/>

Some certifications have similar requirements, such as MBE, SBE, or any similar certifications in another state – THESE DO NOT COUNT for this goal.

D. Consultant Documentation

If applicable, the Consultant must demonstrate sufficient reasonable efforts to meet the DBE/ESBE contract goals. Additionally, SJTPO has a long-standing commitment to maximizing business opportunities available to DBE/ESBE firms. The consultant's contract is subject to all federal, state, and local laws, rules, and regulations, including but not limited to, non-discrimination in employment and affirmative action for equal employment opportunity. The consultant's contract obligates the consultant to aggressively pursue DBE/ESBEs for participation in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The consultant cannot discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts. The consultant contract specifies the DBE/ESBE goal and the DBE/ESBE participation rate for that contract, if applicable. The prime consultant contract must document, in writing, all of the steps that led to any selection of the DBE/ESBE firm(s). Before the award of a consultant contract, the consultant must demonstrate sufficient reasonable efforts to utilize DBE/ESBE firms. SJTPO utilizes the NJDOT federally approved DBE/ESBE goal (effective 10/1/2019), which is 13.23 percent.

If at any time a firm intends to subcontract or modify any portion of the work already under contract or intends to purchase material or lease equipment not contemplated during the original preparation of the cost proposal, the firm must notify SJTPO in writing. If, as a result of any subcontract, modification, purchase order, or lease, the actual DBE/ESBE or participation rate for the consultant's contract is in danger of falling below the agreed-upon DBE/ESBE participation, then a request must be made for a DBE/ESBE Goal Exemption Modification through SJTPO.

E. Good Faith Efforts

If the contract goal is not met by the apparent successful firm, evidence of good faith efforts must be presented to the SJTPO for consideration.

To demonstrate sufficient reasonable efforts to meet the DBE or ESBE contract goals, a respondent shall document the steps it has taken to obtain DBE or ESBE participation. Examples of sufficient effort include, but are not limited to, the following efforts:

1. Written notification to DBEs or ESBEs that their interest in the contract is solicited.

2. Efforts made to select portions of work proposed to be performed by DBEs or ESBEs to increase the likelihood of achieving the stated goal.
3. Efforts made to negotiate with DBEs or ESBEs for specific proposals including at a minimum:
 - a. The names, addresses, and telephone numbers of DBEs or ESBEs that were contacted;
 - b. A description of the information provided to DBEs or ESBEs regarding the scope of work for the specified solicitation; and
 - c. A statement of why additional agreements with DBEs or ESBEs were not reached.
4. Information regarding each DBE or ESBE the contractor contacted and rejected as unqualified and the reasons for the contractor's conclusion.
5. Efforts made to assist the DBE or ESBE in obtaining bonding or insurance required by the contractor.

More information on documenting a good faith effort can be found here:

www.transportation.gov/osdbu/disadvantaged-business-enterprise/final-rule-section-26-53

VI. EQUAL EMPLOYMENT OPPORTUNITY PROVISION

- A. SJTPO in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- B. All potential Consultants must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal employment opportunity. The potential Consultant must ensure equal employment opportunity for all persons and not discriminate against any employee or applicant for employment opportunity because of race, color, religion, sex, national origin, physical disability, mental health condition, ancestry, marital status, or criminal record, or political beliefs. The Consultant must uphold and operate in compliance with Executive Order 11246 and as amended in Executive Order 11375, Titles VI and VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, and the Fair Employment Practices Act.
- C. In response to this Request for Qualifications/Request for Proposals, the Consultant should furnish documents disclosing Affirmative Action evidence, including a Letter of Federal Approval or Letter of Approval of the EEO/AA Program provided by the NJDOT Division of Civil Rights. If an educational institution/research partner does not have the approval letter, they must submit their Affirmative Action Plan to the NJDOT's Division of Civil Rights for approval.

VII. INSURANCE REQUIREMENTS

Before commencing work under the contract, the selected firm(s) shall furnish the SJTPO with a certificate of insurance for the required insurance coverage(s), as set forth below. Selected firms must provide the SJTPO with a 30-day notice of cancellation, non-renewal, or change in insurance coverage.

- A.** The Consultant shall carry and maintain in full force and effect for the duration of this contract, and any supplement thereto, appropriate insurance. The Consultant shall submit to the SJTPO, a Certificate of Insurance indicating the existence of the coverage required. Policies shall be issued by an insurance company authorized to do business in the State of New Jersey; and approved by the SJTA.
- B.** Insurance similar to that required by the Consultant shall be provided by or on behalf of all subconsultants to cover its operation(s) performed under this contract, and include in all subcontracts. The Consultant shall not be issued the Notice to Proceed until evidence of the insurance coverage required has been received, reviewed, and accepted by the SJTPO.
- C.** The insurance coverage under such policy or policies shall not be less than specified herein.
- 1. Worker's Compensation and Employer's Liability:**
 - a.** Each Accident \$ 100,000
 - b.** Disease-Each Employer \$ 100,000
 - c.** Disease Policy Limit \$ 500,000
 - 2. Comprehensive General Liability:**
 - a. Bodily Injury**
 - Each Person \$ 250,000
 - Each Occurrence \$ 1,000,000
 - b. Property Damage**
 - Each Person \$ 1,000,000
 - Aggregate \$ 2,000,000
 - 3. Comprehensive Automobile Liability:**
 - a. Bodily Injury**
 - Each Person \$ 500,000
 - Each Occurrence \$ 1,000,000
 - b. Property Damage**
 - Each Occurrence \$ 250,000
 - 4. Professional Liability Insurance:**
 - a.** Claims made/aggregate \$ 1,000,000

CHECK LIST

THE FOLLOWING ITEMS, AS CHECKED BELOW, MUST BE SUBMITTED WITH YOUR PROPOSAL PACKAGE ALONG WITH THE CHECKLIST ITSELF:

If Checked, required by SJTPO

Check if Read, Signed & Submitted

X	1.	CHECK LIST	
X	2.	SIGNED COVER LETTER ACCEPTING SJTPO STANDARD CONTRACT AGREEMENT OR PROPOSING CHANGES THERETO	
X	3.	MANDATORY AFFIRMATIVE ACTION LANGUAGE "EXHIBIT A"	
X	4.	SET OFF FOR STATE TAX "EXHIBIT B"	
X	5.	REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR PROCUREMENT, PROFESSIONAL, AND SERVICES CONTRACTS "EXHIBIT C"	
X	6.	SAMPLE STAFFING PLANS "EXHIBIT D"	
X	7.	NJ BUSINESS REGISTRATION CERTIFICATE "EXHIBIT E"	
X	8.	SJTA DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN "EXHIBIT F"	
X	9.	SAMPLE W-9 "EXHIBIT G"	
X	10.	INSURANCE ACKNOWLEDGMENT "EXHIBIT H"	
X	11.	SJTPO STANDARD CONTRACT AGREEMENT BOILERPLATE "EXHIBIT I"	
X	12.	CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3 "EXHIBIT J"	

PLEASE NOTE: IF THE ITEMS CHECKED ABOVE ARE NOT INCLUDED IN YOUR PROPOSAL PACKAGE, IT MAY BE CAUSE FOR REJECTION.

(Company)_____
(Title)_____
(Signature)_____
(Date)_____
(Name - Print or Type)

EXHIBIT A**P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE****PROCUREMENT, PROFESSIONAL, AND SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor or subcontractor; where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions; and

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

EXHIBIT B**NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX**

Please be advised that, pursuant to P.L. 1995, c.159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions, which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

EXHIBIT C**REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR
PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS**

All successful vendors must submit one of the following within seven (**7**) days of the notice of intent to award:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval; OR
2. A photocopy of their Certificate of Employee Information Report; OR
3. A completed Affirmative Action Employee Information Report (AA302).

**PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AS PART OF THE BID
PACKAGE IN THE EVENT THAT YOU OR YOUR FIRM IS AWARDED THIS CONTRACT.**

1. Our company has a Federal Letter of Affirmative Action Plan Approval.

Yes _____ No _____

2. Our company has a Certificate of Employee Information Report.

Yes _____ No _____

3. Our company has neither of the above. Please send Form #AA302
(AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT)
_____ Check here

NOTE: This form will be sent only if your company is awarded the bid.

I certify that the above information is correct to the best of my knowledge.

NAME:

(Please type or print)

SIGNATURE:

TITLE:

DATE:

PHONE:

FAX

EXHIBIT D**SAMPLE STAFFING PLAN IN PROPOSAL**

Staff Name	Title	Hours per Task								Billable Rate	Total Hours	Total Cost
		First task	Second task	Third task	Fourth task	Fifth task	Sixth task	Seventh task	Eighth task			
		1	2	3	4	5	6	7	8			
Company 1												
[Name]*	Project Manager	25	0	20	0	15	0	41	0	\$100	70	\$7,000
[Name]*	Planner 1	5	0	4	0	2	3	1	4	\$50	19	\$950
Company 1 Subtotal		30	0	24	0	17	3	42	4		89	\$7,950
Company 2 (DBE Firm)												
[Name]*	Technician 1	0	8	0	2	0	0	0	0	\$75	10	\$750
[Name]*	Technician 2	0	6	0	4	0	0	0	0	\$75	10	\$750
Company 2 Subtotal		0	14	0	6	0	0	0	0		20	\$1,500
Sub-Total Hours		30	14	24	6	17	3	42	4		119	\$9,450

* Staff Name should generally be included; however, staff title may be substituted, where appropriate

Note: All titles, numbers, number of companies, etc. used in this table are illustrative only. The table is only used to show the types of information required in each Staffing Plan. Format may differ from the table shown above as long as it includes, at a minimum, the information shown above.

EXHIBIT E**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

“Pursuant to the terms of N.J.S.A. 52:32-44, all bidders/proposers are required to submit proof of valid business registration issued by the Division of Revenue in the Department of the Treasury. The South Jersey Transportation Authority shall enter into no contract unless the contractor first provides proof of valid business registration. In addition, the successful bidder/proposer is required to receive from any subcontractor it uses for services under this contract, proof of valid business registration with the Division of Revenue. No Subcontract shall be entered into by any contractor under this or any contract with the South Jersey Transportation Authority unless the subcontractor first provides proof of valid business registration.”

If you are already registered go to https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp to obtain a copy of your Business Registration Certificate. Information for registering your business with the New Jersey Division of Revenue can be obtained by visiting <https://www.njportal.com/DOR/BusinessRegistration/>.

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609) 292-9292.

PLEASE NOTE FAILURE TO BE REGISTERED WITH THE STATE OF NEW JERSEY AT THE TIME OF YOUR SUBMISSION WILL BE AN AUTOMATIC CAUSE FOR REJECTION

PLEASE ATTACH COPY OF YOUR NJ BUSINESS REGISTRATION CERTIFICATE

(Name of Company)

(Signature of Representative)

(DATE)

SAMPLE BUSINESS REGISTRATION CERTIFICATE
(For illustrative purposes only)

Taxpayer Identification# 99-9999999/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the Casino service industry.


Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 232 TRENTON, NJ 08646-0232
TAXPAYER NAME: ABC Corporation	TRADE NAME: ABC Corporation	
TAXPAYER IDENTIFICATION# 99-9999999/000	CONTRACTOR CERTIFICATION# 777777	
ADDRESS 123 Main Street Your City, NJ 00000	ISSUANCE DATE: 09/13/01	
EFFECTIVE DATE: 10/01/09	 <small>Director, Division of Revenue</small>	
FORM-BRC(08-01)		

The Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

EXHIBIT F**SOUTH JERSEY TRANSPORTATION AUTHORITY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

NAME OF CONTRACTOR /BIDDER: _____

PART 1; CERTIFICATION

CONTRACTORS/BIDDERS **MUST COMPLETE** PART 1 BY CHECKING **EITHER BOX**.
***FAILURE TO CHECK ONE OF THE BOXES SHALL RENDER THE
PROPOSAL NON-RESPONSIVE.***

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list follows this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Contractors/Bidders **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR'S/BIDDER'S PROPOSAL NON-RESPONSIVE.** If the Authority finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the contractor/bidder listed above nor any of the contractor's/bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. *I will skip Part 2 and sign and complete the CERTIFICATION below.***

OR

☐ **I am unable to certify as above because the contractor/bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the CERTIFICATION below. Failure to provide such will result in the proposal being rendered a non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet.

Name _____ Relationship to Contractor/Bidder _____

Description of Activities

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone Number _____

CERTIFICATION
MUST BE SIGNED BY BIDDER

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the South Jersey Transportation Authority ("Authority") is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (print): _____ SIGNATURE _____

TITLE: _____ DATE: _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Amona	17.	Indian Oil Corporation
2.	Bank Markazi Iran (Central Bank of Iran)	18.	Kingdream PLC
3.	Bank Mellat	19.	Naftiran Intertrade Company (NICO)
4.	Bank Melli Iran	20.	National Iranian Tanker Company (NITC)
5.	Bank Saderat PLC	21.	Oil and Natural Gas Corporation (ONGC)
6.	Bank Sepah	22.	Oil India Limited
7.	Bank Tejarat	23.	Persia International Bank
8.	Belaz	24.	Petroleos de Venezuela (PDVSA Petróleo, SA)
9.	Belneftekhim (Belorusneft)	25.	PetroChina Company, Ltd.
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipet)	26.	Sameh Afzar Tajak Co. (SATCO)
11.	China National Offshore Oil Corporation (CNOOC)	27.	Shandong Fin Cnc Machine Company, Ltd.
12.	China National Petroleum Corporation (CNPC)	28.	Sinohydro Co., Ltd.
13.	China National United Oil Corporation (ChinaOil)	29.	SKS Ventures
14.	China Petroleum & Chemical Corporation (Sinopec)	30.	Som Petrol AS
15.	China Precision Machinery Import-Export Corp. (CPMIEC)	31.	Zhuhai Zhenrong Company
16.	Grimley Smith Associates		

List Date: July 31, 2018

EXHIBIT G**SAMPLE W-9**

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																							
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Samuel Smith																									
2 Business name/disregarded entity name, if different from above Smith's Garage LLC																									
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </div> <div> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>																									
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																									
5 Address (number, street, and apt. or suite no.) 123 Main Street		Requester's name and address (optional)																							
6 City, state, and ZIP code Anytown, NJ 08800																									
7 List account number(s) here (optional)																									
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																									
<div style="display: flex; justify-content: space-between;"> <div> Social security number <table border="1" style="width: 100%; text-align: center;"> <tr> <td>9</td><td>9</td><td>9</td> <td>-</td> <td>9</td><td>9</td> <td>-</td> <td>9</td><td>9</td><td>9</td><td>9</td> </tr> </table> </div> <div> or Employer identification number <table border="1" style="width: 100%; text-align: center;"> <tr> <td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table> </div> </div>			9	9	9	-	9	9	-	9	9	9	9				-								
9	9	9	-	9	9	-	9	9	9	9															
			-																						

EXHIBIT H

REQUIRED INSURANCE ACKNOWLEDGMENT

I acknowledge that I have fully read and understand the insurance requirements as detailed within Section VI of this RFP.

Further, I acknowledge that if awarded a contract, I will provide a certificate of insurance in accordance with the requirements as specified within Section VI of this RFP.

(Name of Company)

(Signature of Representative)

(Date)

EXHIBIT I
SUBCONTRACT AGREEMENT

NAME OF PROJECT

THIS SUBCONTRACT AGREEMENT is made this ____ day of ____, 202__ by and between the **SOUTH JERSEY TRANSPORTATION AUTHORITY**, having its principal offices located at the Farley Service Plaza, P.O. Box 351, Hammonton, New Jersey 08037, hereinafter referred to as the "Contractor", (party of the first part) and **COMPANY NAME** having offices located at **ADDRESS**, hereinafter referred to as "Subcontractor" or "Recipient", (party of the second part).

WITNESSETH:

WHEREAS, the South Jersey Transportation Planning Organization, having its principal offices located at 782 S. Brewster Road, Unit B-6, Vineland, New Jersey 08361, hereinafter referred to as the "SJTPO", has been established pursuant to and in accordance with the provisions of the federal Intermodal Surface Transportation Efficiency Act of 1991 and is the designated Metropolitan Planning Organization for the Counties of Atlantic, Cape May, Cumberland, and Salem in the State of New Jersey; and

WHEREAS, on December 3, 1993, the State of New Jersey, acting through the Commissioner of the Department of Transportation (the "State") entered into a certain basic agreement (the "Basic Agreement") with the Contractor pursuant to which the Contractor agreed to provide administrative staff support to the SJTPO in furtherance of its work program activities and pursuant to which the conditions applicable to the funding and administrative staff support to be provided to the SJTPO by the Contractor and the obligations of the Contractor and the State with respect to such funding were set forth; and

WHEREAS, the State has received project authorization from the Federal Highway Administration for the _____ and in furtherance of such authorization the State will issue to the Contractor a Federal Aid Agreement to the Basic Agreement authorizing the implementation of the Project and establishing funding accounts with respect thereto; and

WHEREAS, the SJTPO has selected the Subcontractor to prepare the Project and has requested the Contractor to engage the Subcontractor for such purposes, and the Subcontractor is desirous of providing the services necessary to perform the Project; and

WHEREAS, the parties are entering into this Subcontract Agreement to set forth their entire agreement and understanding regarding the subcontracting of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. STATEMENT OF WORK.

(A) The Subcontractor shall provide the necessary personnel, equipment, facilities and supplies to perform the services constituting the Project as specified in the Scope of Work, attached hereto as Appendix N and incorporated herein by reference.

(B) The SJTPO Executive Director shall serve as Contractor's project director for the Project and will advise the Subcontractor in its performance of the required services.

2. DELIVERY OR PERFORMANCE SCHEDULE.

The Subcontractor shall furnish, deliver, and perform the Project, commencing as of the date of this Agreement and continuing through, [REDACTED] for which period funds will be available under the Federal Aid Agreement. This Agreement may be extended with the consent of both parties made in writing, subject to extension of the Federal Aid Agreement if necessary.

3. ALLOWABLE COSTS AND PAYMENT.

(A) **Cost.** The cost of services to be provided under this Subcontract Agreement is \$.

(B) **Budget.** A budget, which has been agreed to by the parties to this Subcontract Agreement is attached hereto as Appendix N and made part of this Subcontract Agreement for all purposes. No amendment may be made to such budget without the written approval of the Contractor.

(C) **Allowable Costs.** Allowable costs must be in accordance with either Federal Acquisition Regulation, Chapter 1, Subpart 31.6, Contracts with State, Local and Federally Recognized Indian Tribal Governments; Subpart 31.3, Contracts with Educational Institutions; Subpart 31.2 Contracts with Commercial Organizations, Subpart 31.7, Contracts with Non-Profit Organization OMB Circular A-87, Cost Principles for State and Local Governments, OMB Circular A-122, Cost Principles for Non-Profit Organizations, or OMB Circular A-21, Cost Principles for Educational Institutions, as applicable.

(D) **Payment.**

(1) The Subcontractor shall submit invoices for payment of costs incurred to the SJTPO, not more than monthly, following the commencement of this Subcontract Agreement. A final invoice shall be submitted no later than thirty (30) days after the last day of the Subcontract Agreement. The Contractor's obligation to make payment pursuant to this Agreement shall be subject to the availability of funds under the Federal Aid Agreement.

(2) Payments for performance under this Subcontract Agreement shall be made by the Contractor to the Subcontractor on a cost reimbursable basis when billed. Any payments so made shall be in accordance with the approved budget, attached as Appendix N. Each invoice shall be accompanied with the appropriate affidavit of payment of wages and documentation of expenditures for each phase of the work, including time and effort reports, and shall be certified by the Chief Financial Officer or Treasurer of the Subcontractor.

(3) No invoices submitted will be acted upon unless an acceptable Progress Report complying with requirements of paragraph 4(B) below is submitted to the SJTPO, corresponding to the time-period covered in the invoice.

- (4) The Subcontractor shall maintain a complete set of time sheets, records, and accounts to identify salaries, payroll burden, and non-salary direct expenses incurred by personnel directly supporting the invoice. These expenditures shall be documented in compliance with applicable federal and State guidelines and be made available for review. If such documentation is found during annual audits and/or reviews by the federal government and/or the State to be not in compliance with applicable federal and State guidelines, the Subcontractor shall implement an appropriate plan of corrective action to meet all guidelines or repay the undocumented costs to the Contractor.
- (5) The Subcontractor shall maintain all records relating to both negotiations and to costs incurred, which records shall include, but not be limited to, documents, papers, accounting records, and any other evidence pertaining to costs. The Subcontractor shall make such records available at the offices of the Contractor at all reasonable times during the contract period and for three (3) years from the date of final payment and shall furnish copies of the records if requested.
- (E) The Contractor shall not reimburse the Subcontractor for equipment purchases, in accordance with State policies and practices.

4. SPECIAL PROVISIONS.

(A) The books of account, files, and other records of the Subcontractor shall, at all times, be available for inspection, review and audit by the Contractor and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the Subcontractor. In addition, the Subcontractor shall provide such special reports as requested by the Contractor or the SJTPO to permit evaluation of progress of the Project.

(B) Reports.

(1) The Subcontractor shall prepare a Progress Report and submit it to the SJTPO within ten (10) calendar days after the close of each calendar month following the date of the Notice to Proceed.

(2) Each Progress Report shall include:

(a) A narrative description of work performed during the period and any difficulties or delays encountered;

(b) A comparison of actual accomplishments to the goals established for the period;

(c) A comparison, by task, of costs incurred with amounts budgeted;
and

(d) A comparison, by task, of work performed compared to the schedule, including a percentage of work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.

(3) The following disclaimer statement shall appear on the cover or the title page of any published report concerning the Project:

The preparation of this report has been financed in part by the U.S. Department of Transportation, Federal Highway Administration. This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States Government assumes no liability for its contents of its use thereof.

(C) [Reserved]

(D) The Subcontractor agrees that Disadvantaged Business Enterprise (DBE), as defined in 49 CFR Part 26 and FTA Circular 4716.1A, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with federal funds provided under this Subcontract Agreement. For this agreement, a good faith effort should result in a **minimum DBE utilization of %**, consistent with the Cost Proposal associated with this Project.

(E) Regulations of the New Jersey Department of Transportation relative to Restrictions on Lobbying is made a part of this Subcontract Agreement (Appendix A).

(F) The New Jersey Department of Transportation Certification of RECIPIENT is made a part of this Subcontract Agreement (Appendix B).

(G) The Certification of South Jersey Transportation Planning Organization is made a part of this Subcontract Agreement (Appendix C).

(H) The New Jersey Department of Transportation Code of Ethics for Vendors is made a part of this Subcontract Agreement (Appendix D).

(I) The New Jersey Department of Transportation Certification of RECIPIENT Eligibility is made a part of this Subcontract Agreement (Appendix E).

(J) The New Jersey Department of Transportation Americans with Disabilities Act provisions are made a part of this Subcontract Agreement (Appendix F).

(K) The State of New Jersey Equal Employment Opportunities for Contracts Funded by FHWA is made a part of this Subcontract Agreement (Appendix G).

(L) Equal Employment Opportunity Requirements for Procurement and Service Contracts in accordance with the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-3, et seq. is made a part of this Subcontract Agreement.

(M) The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A is made a part of this Subcontract Agreement (Appendix H through Appendix L). These appendices apply to the Subcontractor, who shall notify each potential subcontractor or supplier of the Subcontractor obligations under this Subcontract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

(N) In the event of non-compliance by the Subcontractor with the nondiscrimination provisions of this Subcontract Agreement, the Contractor shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding payments to the Subcontractor until the Subcontractor complies; and

(2) Cancelling, terminating, or suspending this Subcontract Agreement, in whole or in part.

(O) This Subcontract Agreement may be terminated: (1) immediately for non-compliance in accordance with paragraph 4(H) above; (2) if funds are not forthcoming to Contractor pursuant to the Basic Agreement; (3) by mutual agreement; and (4) by Contractor in the event Subcontractor fails to perform its obligations under this Agreement. In the event the Agreement is terminated as a result of the Subcontractor's failure to perform, the Subcontractor shall turn over to the Contractor all work product developed under the Scope of the Work to the date of termination and shall reimburse the Contractor for all funds paid to the Subcontractor to the date of termination.

(P) If Subcontractor has not commenced the Project within two (2) months after the execution of this Subcontract Agreement, Subcontractor may be notified in writing that the funding hereunder is rescinded, and this Subcontract Agreement is terminated with no penalty to either Party except as expressly provided for in this Subcontract Agreement.

(Q) This Subcontract Agreement may not be assigned, in whole or in part, without the prior written consent of the Contractor.

(R) **Indemnification.** The Subcontractor hereby agrees to and shall defend, indemnify, protect and save harmless the Contractor and the SJTPO, its or their agents, servants, and employees, from and against all suits, claims, losses, demands or damages to the extent arising out of or claimed to arise out of the negligent acts, errors or omissions or intentional acts or omissions of the Subcontractor, its agents, servants, employees and subcontractors, of its obligation pursuant to this Subcontract Agreement or any breach of any of its representations, warranties or covenants set forth herein. The Subcontractor shall, at its own expense, pay all charges for attorneys and all costs and other expenses arising from any such suit or claim incurred in connection therewith. If any judgment shall be rendered against the Contractor and/or the SJTPO for which indemnification is provided under this paragraph, the Subcontractor shall, at its own expense, satisfy and discharge the same. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this Subcontract Agreement. This Indemnification section shall survive the termination and/or completion of this Agreement.

(S) The Subcontractor assumes sole responsibility for reimbursement to the Contractor of any expenditures disallowed should audit or other examination conclude that expenditures from funds allocated to the Subcontractor pursuant to this Subcontract Agreement were not made in compliance with the provisions of this Subcontract Agreement.

5. FURTHER SUBCONTRACTORS.

(A) Subject to the provisions of this section, work constituting the Project may be further subcontracted. The Subcontractor, pursuant to OMB Circular A-110/A-87 and State OMB Circular 93-05 and as a recipient of federal and state funds, is required to comply with all federal and state procurement guidelines. As such, it is understood that the Subcontractor shall ensure that the terms and conditions of proposed subcontracts are in full compliance with such regulations.

(B) With regard to each subcontract, the Subcontractor shall maintain all supporting documentation, including an executed agreement with the further subcontractor, on file for review by representatives of the Contractor, the State and the federal government. Each such further subcontract shall provide that the further subcontractor shall be responsible for complying with all federal, state, or local laws and regulations applicable to the performance of this Subcontract Agreement insofar as it relates to work performed by the further subcontractor.

(C) The Subcontractor shall make no claim for reimbursement for expenditures, which were incurred prior to any subcontract for services performed by the further subcontractor related to such subcontract.

(D) Each further subcontract shall provide that the further subcontractor shall look only to the Subcontractor for the payment of any claims of any nature whatsoever arising out of such further subcontract.

(E) The hiring of further Subcontractors or consultants is prohibited without the prior written approval of the Contractor.

6. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

(A) The Subcontractor covenants that the performance of work and services pursuant to the requirements of this Subcontract Agreement shall conform to professional standards of transportation planning as defined by the State.

(B) The Subcontractor represents and warrants that to solicit or secure this Subcontract Agreement, no company or person, other than a bona fide employee working solely for the Subcontractor, has been employed or retained; and that the Subcontractor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Subcontractor, any finder's fee, commission, percentage, brokerage fee, gift or any other consideration, either contingent upon or resulting from the award or making of this Subcontract Agreement.

(C) The Subcontractor covenants that the patentable results of any demonstration project undertaken under this Subcontract Agreement and all information, designs, specifications, know-how, data, and findings developed in the performance of this Subcontract Agreement, including research studies, shall be made available to the public through either dedication, assignment to the United States, publication, or such other means as the Contractor shall determine.

(D) The Subcontractor covenants that it shall coordinate with the SJTPO and the Contractor all news releases, publicity and information to the media having to deal with the

progress of the Project. The Subcontractor shall furnish copies of all news releases and clippings to the Contractor.

(E) **Affirmative Action Requirements.** The parties to this Subcontract Agreement hereby incorporate herein the mandatory language of Subsection 3.4(a) of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented, and the Subcontractor agrees to comply fully with the terms, provisions, and obligations thereof; provided that said Subsection shall be applied subject to the terms of Subsection 3.4(d) of said Regulations.

The parties hereto agree further to incorporate herein the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 (N.J.A.C. 17:27), as amended and supplemented from time to time and the Subcontractor agrees to comply fully with the terms, provisions and obligations of said section 5.3.

(F) **Waiver or Modification.** It is further agreed that no waiver or modification of this Subcontract Agreement or of any covenant or condition hereof shall be valid unless made in writing and duly executed by the parties hereto.

(G) **Governing Laws.** The parties hereto agree that it is their intention that this Subcontract Agreement shall be construed in accordance with the laws of the State of New Jersey.

(H) **Compliance with Laws.** The Subcontractor agrees to comply with all local, state, and federal laws, rules, and regulations applicable to this Subcontract Agreement and to the services performed hereunder.

7. INSURANCE REQUIREMENTS.

(A) The Subcontractor shall secure and maintain in force for the term of this Subcontract Agreement insurance as provided herein. The Subcontractor shall provide the SJTPO with current certificates of insurance for all coverages and renewals thereof, which must contain the proviso that the insurance provided in the certificates shall not be canceled for any reason except after thirty (30) days written notice to the SJTPO. Policies shall be issued by an insurance company authorized to do business in the State of New Jersey. The Policies shall list the SJTPO and Contractors as additional insured, as necessary.

(B) Insurance similar to that required of the Subcontractor shall be provided by or on behalf of all further subcontractors to cover their operations performed under this Subcontract Agreement and be included in all further subcontracts. The Subcontractor shall not be issued the Notice to Proceed until evidence of the insurance coverage required has been received, reviewed, and approved by the SJTPO.

(C) The insurance to be provided by the Subcontractor shall include:

- | | | |
|-----|--|------------|
| (1) | Worker's Compensation and Employer's Liability | |
| (a) | Each Accident | \$ 500,000 |
| (b) | Disease Each Employer | \$ 500,000 |
| (c) | Disease Policy Limit | \$ 500,000 |

- (2) Commercial General Liability:
 - (a) Bodily Injury
 - Each Person \$1,000,000
 - Each Occurrence \$1,000,000
 - (b) Property Damage
 - Each Person \$1,000,000
 - Aggregate \$2,000,000
- (3) Commercial Automobile Liability:
 - (a) Bodily Injury
 - Each Person \$1,000,000
 - Each Occurrence \$1,000,000
 - (b) Property Damage
 - Each Occurrence \$ 250,000
- (4) Professional Liability Insurance:
 - (a) Claims Made/Aggregate Basis \$1,000,000

8. NOTICE.

All notices required or desired to be given pursuant to this Subcontract Agreement shall be made in writing, and any reports, studies, surveys or other information required to be provided pursuant to this Subcontract Agreement, shall be sent to the parties by regular mail, postage prepaid, as follows:

If to Contractor: South Jersey Transportation Authority
Farley Service Plaza
P.O. Box 351
Hammonton, NJ 08037
Attn: Stephen Dougherty, Executive Director

If to SJTPO: South Jersey Transportation Planning Organization
782 S. Brewster Road, Unit B-6
Vineland, NJ 08361
Attn: Jennifer Marandino, P.E., Executive Director

If to Subcontractor: Company Name
Company Address
City, State, Zip
Attn:

9. INCORPORATION OF APPLICABLE PROVISIONS OF BASIC AGREEMENT.

All applicable provisions contained in the Basic Agreement (Appendix M), except as modified herein, shall be binding upon the Subcontractor, and the Subcontractor agrees to comply with the same.

10. MISCELLANEOUS

(A) Subcontractor warrants that it is authorized to sign this Agreement and bind itself, and its successors and assignees, heirs and/or trustees to comply with the terms and provisions of this Agreement.

(B) This Agreement shall be effective upon execution by both parties.

(C) This Agreement was negotiated at arms-length and shall not be construed against its drafter as the Parties participated equally in its drafting.

(D) Subcontractor acknowledges that it has executed this Agreement after being given the opportunity to consult with legal counsel, after considering the terms of the Agreement, and further acknowledges that the appropriate corporate officials, agents, employees, and/or representatives have reviewed this Agreement in its entirety, understands all of the terms and freely, voluntarily, and knowingly, without duress or coercion, assents to all of the terms and conditions contained herein.

(E) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or by email in a PDF attachment, and upon receipt, shall be deemed originals and binding upon the Parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by facsimile or by email in a PDF attachment, the Parties shall use diligent efforts to deliver originals as promptly as possible after execution.

(F) By signing below, all Parties indicate that they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

(G) **Severability.** If any paragraph of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the Parties shall be construed and enforced accordingly.

(H) **Headings.** The division of this Agreement into paragraphs and the use of headings are for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the parties have executed this Subcontract Agreement the day and year first above written.

ATTEST:

**SOUTH JERSEY TRANSPORTATION
AUTHORITY**

(SEAL)

By _____

ATTEST:

COMPANY NAME

(SEAL)

By _____

This Subcontract Agreement has been reviewed and is found to be consistent with the authorizing resolution adopted by the South Jersey Transportation Planning Organization.

By: _____
Executive Director, SJTPO

_____ Date

APPENDIX A**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, _____,
(Name and Title of Grantee Official)

hereby certify on behalf of RECIPIENT, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2____.

By: _____

(Signature and Title of Authorized Official)

APPENDIX B**CERTIFICATION OF RECIPIENT**

In executing the Agreement the RECIPIENT's signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
- 2, agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX C**CERTIFICATION OF SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

In executing the Agreement the SJTPO's signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The SJTPO acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX D**NJDOT CODE OF ETHICS FOR VENDORS**

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition , employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

APPENDIX E**CERTIFICATION OF RECIPIENT ELIGIBILITY**

I _____ hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

Name/Title

Name/Title

Date: _____

APPENDIX F**AMERICANS WITH DISABILITIES ACT****Equal Opportunity For Individuals With Disabilities.**

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE’S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT’S obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

APPENDIX G**STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA**

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

APPENDIX H

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **FHWA, FTA, and/or FAA**, 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. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** 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, FTA, and/or FAA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA, FTA, and/or FAA**, as appropriate, and will set forth what efforts it has made to obtain the information.
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, FTA, and/or FAA may determine to be appropriate¹ including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. 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. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA, FTA, and/or FAA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX I**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **South Jersey Transportation Planning Organization (SJTPO)** will accept title to the lands and maintain the project constructed thereon in accordance with *(Name of Appropriate Legislative Authority)*, the Regulations for the Administration of the **Unified Planning Work Program**, and the policies and procedures prescribed by the **FHWA, FTA, and/or FAA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto **SJTPO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto SJTPO and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on **SJTPO**, its successors and assigns.

SJTPO, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that **SJTPO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49 1 Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended L and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX J**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by SJTPO pursuant to the provisions of Assurance 7(a):

- A. The (*grantee, lessee, permittee, etc. as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [*in the case of deeds and leases add "as a covenant running with the land"*] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non discrimination covenants, **SJTPO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, **SJTPO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of **SJTPO** and its assigns. *

(* Reverter clause and related language to be used only when it is determined that such a clause is necessary to make dear the purpose of Title VI.)

APPENDIX K**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **SJTPO** pursuant to the provisions of Assurance 7(b):

- A. The (*grantee, licensee, permittee, etc., as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (*in the case of deeds and leases add, "as a covenant running with the land"*) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance,
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non discrimination covenants, **SJTPO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **SJTPO** will there upon revert to and vest in and become the absolute property of **SJTPO** and its assigns. *

(* Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX L

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.
- § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles 11 and 111 of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and
- adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

APPENDIX M

Basic Agreement (can be viewed on the SJTPO website):

https://www.sjtpo.org/wp-content/uploads/2020/03/12.17.2019_NJDOT.SJTA_.SJTPO-Basic-Agreement_Fully-Executed.pdf.

APPENDIX N

Technical Proposal and Cost Proposal (see attached).

EXHIBIT J

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.