

**REQUEST FOR PROPOSALS:**

## **FY 2022 Air Quality Technical Assistance**

**Thursday, March 3, 2022**



### **SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

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**\*\*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****FY 2022 Air Quality Technical Assistance**

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

**I. INTRODUCTION****A. General**

The South Jersey Transportation Planning Organization (SJTPO) is soliciting proposals from qualified firms, or groups of firms, to prepare new motor vehicle emissions budgets for the New Jersey Department of Environmental Protection's (NJDEP) upcoming Ozone Attainment Demonstration State Implementation Plan (SIP) revision. This work is included as a two-year study in the SJTPO FY 2022 Unified Planning Work Program ([www.sjtpo.org/UPWP](http://www.sjtpo.org/UPWP)) as Task 22/404. 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 (MPO) 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.

**B. Submission**

**Submission instructions for this proposal have changed due to COVID-19. 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 **Wednesday, March 30, 2022**, to [dheller@sjtpo.org](mailto:dheller@sjtpo.org). An email will be sent confirming receipt no later than Thursday, March 31, 2022. To receive a confirmation email prior to the submission deadline, submissions are encouraged prior to 5:00 P.M.

**Physical submission:** One physical copy of the Signed Cover Letter and Technical Proposal **must be submitted**. The physical submission should be sent on the day of the digital submission and must be received by 3:30 P.M., prevailing time on Wednesday, April 6, 2022. The SJTPO shall not be held responsible for timeliness of mail or messenger delivery. Submittals should be addressed to:

**David Heller, Program Manager—Systems Performance and Subregional Programs**  
South Jersey Transportation Planning Organization  
782 South Brewster Road, Unit B6  
Vineland, New Jersey 08361

**Elements required in 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)
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.” 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 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)

The SJTPO reserves the right to reject any submission for failure to adhere to these goals and requirements or to accept any submission, which in its judgment will best serve its interest. All submitting firms grant to the SJTPO a non-exclusive right to use, or cause others to use, the contents of the submission for any purpose. All submissions will become the sole property of SJTPO. Subconsultants, subcontractors, and joint ventures are permitted for the purposes of this submission.

### **C. Interpretations and Addenda**

All questions, requests for interpretations and comments must be submitted in writing and received on or before Tuesday, March 22, 2022 and submitted to David Heller, Program Manager, at the above address. Faxes (856-794-2549) and e-mails ([dheller@sjtpo.org](mailto:dheller@sjtpo.org)) are acceptable. Interpretations or clarifications in response to questions or comments received by prospective proposers will be posted on the SJTPO website. Only written clarifications from SJTPO will be binding; oral and other interpretations or clarifications will be without legal effect.

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.

### **D. Anticipated Consultant Selection Schedule**

1. RFP Release	Thursday, March 3, 2022
2. Questions about RFP Due	Wednesday, March 16, 2022
3. Answers about RFP Published	Friday, March 18, 2022
4. Digital Submission Due Date	Wednesday, March 30, 2022 by 11:59 pm
5. Physical Submission Due Date	Wednesday, April 6, 2022 by 3:30 pm
6. Policy Board Action	Monday, May 23, 2022
7. Notice to Proceed	Late May/Early June 2022
8. Project Completion Due	Friday, December 30, 2022

### **E. 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 contracting 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 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.** SJTPO cannot ask firms for clarification if questions remain prior to scoring. Proposals, however, should detail any concerns which impact successful completion of the project as described herein or if additional innovations or alternative tasks are recommend enhancing the intended project scope.

### **A. Background**

Because the Philadelphia-Wilmington-Atlantic City, PA-NJ-MD-DE 8-Hour Ozone Nonattainment Area did not attain the 70 parts per billion (ppb) standard by the Marginal Attainment date of August 3, 2021, the entire air quality region is scheduled to be bumped up from a “Marginal” to a “Moderate” Nonattainment Area. As such, the New Jersey Department of Environmental Protection (NJDEP) must prepare an Attainment Demonstration State Implementation Plan (SIP) revision that shows how the State will ultimately attain the 70 ppb standard.

As part of that development, NJDEP is relying on the MPOs to prepare motor vehicle emissions budgets for their respective regions, which are a key element for the Ozone Attainment Demonstration SIP revision. SJTPO will need to conduct an air quality emissions modeling analysis to develop new motor vehicle emissions budgets for the region. This analysis will entail running the travel demand model in conjunction with the MOVES emissions model for the 2023 scenario year. In addition to several air pollution control measures and strategies, this SIP revision will include new motor vehicle emissions budgets for 2023, which are required for transportation conformity.

SJTPO is seeking technical assistance in preparing new motor vehicle emissions budgets for the SJTPO region that will be incorporated into NJDEP’s Ozone Attainment Demonstration SIP revision. These budgets will also be utilized in future transportation conformity determinations to be conducted by SJTPO. Development and use of the new motor vehicle emission budgets will allow SJTPO to continue to “conform” to the National Ambient Air Quality Standards (NAAQS), thereby allowing all the projects within both the Transportation Improvement Program (TIP), Regional Transportation Plan (RTP) and other “regionally significant projects” to proceed without delay.

**B. Content****Task 1. Coordination**

In cooperation with SJTPO staff, the consultant shall be responsible for conducting meetings. Meetings shall include, but are not limited to, a Project kick-off meeting and attendance at (at least) one Interagency Consultation Group (ICG) meeting to discuss new motor vehicle emissions budgets and seek concurrence on the budgets from the ICG. The consultant will not be responsible for preparing meeting minutes, this task will be completed by SJTPO.

All meetings shall be held via teleconference or through a virtual meeting platform.

Brief status updates, via email, shall be provided every two weeks to SJTPO's project manager. 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 stakeholders in the coming weeks. These updates shall include the status of DBE/ESBE work and progress towards the established goal.

<b>Deliverable 1.a:</b>	<b>Bi-weekly emails:</b> The firm will provide an email to SJTPO's project manager on a bi-weekly basis as described above.
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**Task 2. Preparation and Testing of motor vehicle emissions budgets for 2023**

The consultant must prepare motor vehicle emissions budgets for the 2023 scenario year, based on the attainment date of August 2, 2024, for "Moderate" 70 ppb Ozone Nonattainment Areas. The consultant must be able to run the latest version of the MOVES emissions software (currently MOVES3.0.3) in conjunction with the existing CUBE-based South Jersey Travel Demand Model (SJTDM) to prepare the emissions budget estimates for both VOC and NOx. In generating the emissions estimates, the consultant must complete any needed post-processing of the travel demand model data, and utilize an appropriate air quality post-processor, if necessary.

The consultant should generate the MOVES inputs and emissions budget assuming an "average summer work weekday." Final 2021 Vehicle Miles Traveled (VMT) figures as well as Preliminary 2022 VMT should be utilized in the creation of the 2023 emissions budgets. Final VMT figures are typically released by NJDOT around the end of September 2022. In addition, the consultant will generate the MOVES inputs and emissions for the associated 2023 annual on-road inventory. SJTPO will provide the consultant with the loaded highway networks outputted by the SJTDM for the projected 2023 scenario, including the July work weekday model runs.

In addition to the activity data, the consultant should obtain and run the emissions analysis using the latest non-activity data, which includes:

- Source Type Population (vehicle mix/age distribution),
- Fuel Data, (including Fuel Formulation, Fuel Usage, and Advanced Vehicle and Fuel Technology),
- Inspection and Maintenance Program data (I/M),
- Meteorology Data,



- Hotelling, and
- Diesel Retrofit data

After development of new motor vehicle emissions budgets for VOC and NO<sub>x</sub>, the consultant will need to conduct testing to ensure that the future projected emissions from SJTPO's TIP and RTP budgets fall below the newly established emissions budgets. At a minimum, the consultant shall test the emissions budgets against the emissions generated from the 2030, 2040, and 2050 SJTPO travel demand model scenario years produced as part of the SJTPO's current [Transportation Conformity analysis adopted September 27, 2021](#). The consultant should determine if any other tests are needed to assess and evaluate the sufficiency of these budgets for projects within SJTPO's TIP and RTP.

While this contract does not call for a specific air quality post-processor to be used, the consultant shall install the latest version of whatever post-processor is used on an SJTPO desktop computer, as well as provide SJTPO with any required license needed to run the software. SJTPO will run the post-processor/MOVES emissions model chain in parallel with the consultant.

Finally, the consultant shall work to resolve any issues with SJTPO and NJDEP staff as they run the MOVES inputs and work to match (or benchmark) the emissions budget and annual emissions inventory calculated by the consultant.

<b>Deliverable 2.a:</b>	<b>QA/QC of Loaded Transportation Network and brief Technical Memorandum:</b> Upon receipt of loaded transportation network from SJTPO, perform QA/QC to ensure model links are accurate; (i.e., have accurate functional classifications, facility types), and model volumes, VMT, average speeds, and other outputs are reasonable. At the conclusion of the QA/QC, consultant shall provide a brief technical memorandum summarizing any edits/adjustments to network and/or any other input and output files.
<b>Deliverable 2.b:</b>	<b>Draft motor vehicle emissions budgets:</b> The consultant should generate their proposed 2023 emissions budgets for VOC and NOx. These budgets should be accompanied by a technical memorandum describing the assumptions and methodology behind establishing these emissions budgets. <i>Delivery date shall be on or before Friday, October 14, 2022</i>
<b>Deliverable 2.c:</b>	<b>Summary of Test Results:</b> The consultant should prepare a technical memorandum summarizing the results of the budget against the emissions results from SJTPO's current Transportation Conformity analysis. The memorandum should also include the results of any other tests the consultant deems appropriate to demonstrate the sufficiency of the emissions budgets. <i>Delivery date shall be on or before Friday, November 11, 2022</i>
<b>Deliverable 2.d:</b>	<b>Data Delivery:</b> USB drive or file transfer containing inputs, programs, and raw outputs for MOVES emissions run that produced the 2023 annual inventory and typical summer work weekday emissions budget. This should include both activity and non-activity data, as identified above. <i>Delivery date shall be on or before Friday, December 2, 2022</i>
<b>Deliverable 2.e:</b>	<b>Technical Memorandum:</b> Preparation of brief technical memorandum summarizing process and results of the annual on-road inventory. <i>Delivery date shall be on or before Friday, December 16, 2022</i>

### C. Schedule

Consultant selection is anticipated at the May 23, 2022, SJTPO Policy Board meeting with a Notice to Proceed shortly after in late May or early June. To meet the development of NJDEP's new SIP revision in calendar year 2022 and submission to US EPA in February 2023, the entire project shall be completed by Friday, December 30, 2022.

## III. CONSULTANT SELECTION

SJTPO's consultant selection is a qualifications-driven selection process. This 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, we have added consideration for value and cost to ensure that public dollars are being utilized in the wisest manner possible. 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.

Upon selection, SJTPO will negotiate a final price with the selected firm. Negotiations and award of the contract will be to the firms that provide the most advantageous proposals. If we cannot negotiate an acceptable contract with the selected firm, negotiations will be terminated and SJTPO will initiate discussions with the second ranked firm.

### **LATE PROPOSALS WILL NOT BE EVALUATED.**

The submission should be stapled or bound with no loose pages. The following criteria have been established to guide the evaluation of each consultant proposal with each criterion weighted as indicated below.

#### **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 stated completion date.
5. Quality, clarity, thoroughness in addressing required tasks and submission guidelines.
6. Demonstrate the ability to complete 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 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 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)

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 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 definition of DBE/ESBE firms 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 definition of DBE/ESBE firms. Note: SJTPO utilizes the most recent NJDOT federally approved DBE/ESBE goal (effective 10/1/2019 through 9/30/2022), 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 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 costs scenarios are acceptable.

**IV. 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](http://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 towards meeting this DBE/ESBE goal. Firms should check these sites PRIOR TO 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/>

There are some certifications that 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 maximize 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). Prior to the award of a consultant contract, the consultant must demonstrate sufficient reasonable efforts to utilize DBE/ESBE firms. SJTPO utilizes the most recent NJDOT federally approved DBE/ESBE goal (effective 10/1/2019 through 9/30/2022), 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 in order 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](http://www.transportation.gov/osdbu/disadvantaged-business-enterprise/final-rule-section-26-53)

## **V. 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 to all persons and not discriminate against any employee or applicant for employment opportunity because of race, color, religion, sex, national origin, physical disability, mental disorder, ancestry, marital status, 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 EEO/AA Program provided by 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.

**VI. INSURANCE REQUIREMENTS**

- 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



**VII. CONSULTANT CHECK OFF 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 &amp; Submitted

<b>X</b>	1.	CHECK LIST	
<b>X</b>	2.	SIGNED COVER LETTER ACCEPTING SJTPO STANDARD CONTRACT AGREEMENT OR PROPOSING CHANGES THERETO	
<b>X</b>	3.	MANDATORY AFFIRMATIVE ACTION LANGUAGE "EXHIBIT A"	
<b>X</b>	4.	SET OFF FOR STATE TAX "EXHIBIT B"	
<b>X</b>	5.	REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR PROCUREMENT, PROFESSIONAL, AND SERVICES CONTRACTS "EXHIBIT C"	
<b>X</b>	6.	SAMPLE STAFFING PLANS "EXHIBIT D"	
<b>X</b>	7.	NJ BUSINESS REGISTRATION CERTIFICATE "EXHIBIT E"	
<b>X</b>	8.	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN "EXHIBIT F"	
<b>X</b>	9.	W-9 FORM "EXHIBIT G"	
<b>X</b>	10.	INSURANCE ACKNOWLEDGMENT "EXHIBIT F"	

**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](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	 Director, Division of Revenue	
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
2.	Bank Markazi Iran (Central Bank of Iran)
3.	Bank Mellat
4.	Bank Melli Iran
5.	Bank Saderat PLC
6.	Bank Sepah
7.	Bank Tejarat
8.	Belaz
9.	Belneftekhim (Belorusneft)
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipet)
11.	China National Offshore Oil Corporation (CNOOC)
12.	China National Petroleum Corporation (CNPC)
13.	China National United Oil Corporation (ChinaOil)
14.	China Petroleum & Chemical Corporation (Sinopec)
15.	China Precision Machinery Import-Export Corp. (CPMIEC)
16.	Grimley Smith Associates

17.	Indian Oil Corporation
18.	Kingdream PLC
19.	Naftiran Intertrade Company (NICO)
20.	National Iranian Tanker Company (NITC)
21.	Oil and Natural Gas Corporation (ONGC)
22.	Oil India Limited
23.	Persia International Bank
24.	Petroleos de Venezuela (PDVSA Petróleo, SA)
25.	PetroChina Company, Ltd.
26.	Sameh Afzar Tajak Co. (SATCO)
27.	Shandong Fin Cnc Machine Company, Ltd.
28.	Sinohydro Co., Ltd.
29.	SKS Ventures
30.	Som Petrol AS
31.	Zhuhai Zhenrong Company

**List Date: July 31, 2018**

EXHIBIT G

SAMPLE W-9

<p><b>Form W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p>	<p><b>Give Form to the requester. Do not send to the IRS.</b></p>																																																		
<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Samuel Smith</p>																																																				
<p><b>2</b> Business name/disregarded entity name, if different from above</p> <p>Smith's Garage LLC</p>																																																				
<p><b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:</p> <p> <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <b>Note.</b> 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.  <input type="checkbox"/> Other (see instructions) ▶ _____         </p>																																																				
<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>																																																				
<p><b>5</b> Address (number, street, and apt. or suite no.)</p> <p>123 Main Street</p>																																																				
<p><b>6</b> City, state, and ZIP code</p> <p>Anytown, NJ 08800</p>																																																				
<p><b>7</b> List account number(s) here (optional)</p>																																																				
<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>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.</p> <p><b>Note.</b> 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.</p>																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 30px; text-align: center;">9</td> <td style="width: 30px; text-align: center;">9</td> <td style="width: 30px; text-align: center;">9</td> <td style="width: 30px; text-align: center;">-</td> <td style="width: 30px; text-align: center;">9</td> <td style="width: 30px; text-align: center;">9</td> <td style="width: 30px; text-align: center;">-</td> <td style="width: 30px; text-align: center;">9</td> <td style="width: 30px; text-align: center;">9</td> <td style="width: 30px; text-align: center;">9</td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 30px; text-align: center;"> </td> <td style="width: 30px; text-align: center;"> </td> <td style="width: 30px; text-align: center;"> </td> <td style="width: 30px; text-align: center;">-</td> <td style="width: 30px; text-align: center;"> </td> <td style="width: 30px; text-align: center;"> </td> <td style="width: 30px; text-align: center;"> </td> <td style="width: 30px; text-align: center;"> </td> <td style="width: 30px; text-align: center;"> </td> <td style="width: 30px; text-align: center;"> </td> </tr> </table>			<b>Social security number</b>										9	9	9	-	9	9	-	9	9	9	or										<b>Employer identification number</b>													-						
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**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 or 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.

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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 appropriate<sup>1</sup> 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 (see attached).**



## State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

JAN 8 2020

PHILIP D. MURPHY  
*Governor*

DIANE GUTIERREZ-SCACCETTI  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

January 6, 2020

Jennifer Marandino  
Executive Director  
South Jersey Transportation Planning Organization  
782 South Brewster Rd, Unit B-6  
Vineland, NJ 08361

Dear Ms. Marandino,

Enclosed is one (1) fully executed original of the new *Basic Agreement No. 2019-SJTA-001* between the New Jersey Department of Transportation (NJDOT) and the South Jersey Transportation Authority (SJTA) and the South Jersey Transportation Planning Organization (SJTPO) for Unified Planning Work Program Activities, which became effective December 17, 2019 and will remain active for five years from the original date.

If you have any questions, please feel free to contact me at (609) 963-2208.

Sincerely,

A handwritten signature in black ink, appearing to read "Monica Etz".

Monica Etz  
Supervising Planner  
Bureau of Statewide Strategies

Enclosure

c: Monica Butler, SJTPO  
Pam Hayes, SJTA  
Brian Leckie, NJDOT

**AGREEMENT NO.:2019-SJTA-001**

**BASIC AGREEMENT  
BETWEEN THE  
STATE OF NEW JERSEY  
DEPARTMENT OF TRANSPORTATION  
THE  
SOUTH JERSEY TRANSPORTATION AUTHORITY  
AND THE  
SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION  
FOR  
UNIFIED PLANNING WORK PROGRAM ACTIVITIES**

This Basic Agreement, made this <sup>December</sup> 17 day of 17 in the year of Two Thousand Nineteen, made between the SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION, whose address is 782 South Brewster Road, Unit B-6, Vineland, New Jersey, 08361, (hereinafter referred to as "SJTPO"), the SOUTH JERSEY TRANSPORTATION AUTHORITY, whose address is P.O. Box 351, Hammonton, New Jersey, 08307 (hereafter referred to as "SJTA") and the STATE OF NEW JERSEY, acting through its Commissioner, Department of Transportation, whose address is 1035 Parkway Avenue, P.O. Box 600, Trenton, New Jersey 08625-0600 (hereinafter referred to as "STATE") (collectively referred to as the "Parties") witness that:

WHEREAS, under 23 U.S.C. Section 134 and 49 U.S.C. Section 5303, it is in the national interest to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight and foster economic growth and development within and through urbanized areas, while minimizing transportation-related fuel consumption and air pollution; and

WHEREAS, in 1993, the Governor of the State of New Jersey designated New Jersey's three Metropolitan Planning Organizations ("MPOs") to function as the main decision-making forums for selecting projects for the Statewide Transportation Improvement Program ("STIP") in deliberations involving the New Jersey Department of Transportation ("NJDOT"), the New Jersey Transit Corporation, county, and municipal transportation planners and engineers, other transportation implementing agencies, the public, and elected officials at the state, county, and municipal levels; and

WHEREAS, the three MPOs were defined as the Delaware Valley Regional Planning Commission, the South Jersey Transportation Planning Organization and the North Jersey Transportation Planning Authority; and

WHEREAS, to accomplish the objective cited above, the designated MPOs, in cooperation with the STATE and public transit operators, were required to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, pursuant to 23 C.F.R. Section 450.308(b), each MPO was required to develop a Unified Planning Work Program ("UPWP") which sets forth the transportation studies and tasks to be performed by, or on behalf of, the MPO, reflecting federal, state and local priorities, the funding sources for each task, the agency responsible for each task or study, and the anticipated work product for each item; and

WHEREAS, the STATE is a direct recipient of annual federal appropriations, designated as metropolitan planning, from the Federal Highway Administration ("FHWA") and the Federal Transit Administration ("FTA") to be used to fund each MPO UPWPs, activities, and special studies; and

WHEREAS, the STATE distributes the metropolitan planning funds in accordance with the metropolitan planning allocation formula developed by the STATE with each MPO and approved by FHWA and FTA; and

WHEREAS, the SJTPO was designated by the Governor of the State of New Jersey to serve as the responsible MPO for the geographic region comprised of Atlantic County, Cumberland County, Cape May County, and Salem County; and

WHEREAS, the SJTA has agreed to provide all personnel, facilities, payroll, and related administrative support for the SJTPO, including, but not limited to: purchasing, grants accounting, human resource management, payroll accounts payable and accounts receivable in the furtherance of the annual SJTPO UPWP activities; and

WHEREAS, the STATE, the SJTA and the SJTPO desire to specify the conditions applicable for the funding of the SJTPO's UPWP activities and the obligations of the STATE, the SJTA, and the SJTPO with respect to said funds; and

WHEREAS, the Commissioner, Department of Transportation, under powers vested by Law and as more particularly set forth in N.J.S.A. 27:1A-3, 27:1A-5, and N.J.S.A. 27:7-21, has determined that it is in the best interest of the STATE to enter into the Basic Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to all applicable federal, state, and local laws, statutes, codes or ordinances, the STATE, the SJTA and the SJTPO agree to abide by the GENERAL TERMS and CONDITIONS attached hereto as Exhibit A.

1. The preambles of the Basic Agreement are incorporated into the Basic Agreement as though set forth here in verbatim.
2. The Parties agree that the attached General Terms and Conditions are made a part hereto and set forth the terms of the agreement between the STATE and the SJTA pertaining to the distribution of monies from the STATE for those items requiring federal funding for the SJTPO's UPWP.
3. For the items identified in the UPWP which require funding from annual federal appropriations to the STATE, the STATE shall prepare a Task Order to fund the UPWP, setting forth the specific work to be performed by the SJTPO and authorizing the SJTA to incur costs for the same and specifying that the obligations of the STATE to fund items in the UPWP are limited to the approved tasks and services identified in the specific Task Order, as such Task Order(s) may from time to time be modified or amended as provided herein.
4. The SJTA shall provide all personnel, facilities, payroll and related administrative support and services, including, but not limited to: purchasing, grant and contract accounting, human resource management, payroll, accounts payable and accounts receivable in the furtherance of the SJTPO's UPWP, as updated.
5. It is agreed that both the Basic Agreement, and any Task Order entered pursuant to the Basic Agreement, are subject to appropriations and the availability of funds.
6. If any of the provisions of the Basic Agreement and/or its General Terms and Conditions are declared invalid or unenforceable, the remainder of the Basic Agreement and/or the General Terms and Conditions will not be affected, and every provision of the Basic Agreement and/or the General Terms and Conditions will be valid and enforceable to the fullest extent permitted by the law.
7. All notices required to be served or given pursuant to the Basic Agreement and/or any Task Order entered pursuant to the Basic Agreement shall be in writing pursuant to the notification provision of the General Terms and Conditions:

If to the STATE:

Mr. Andrew R. Swords, AICP, PP  
Director, Division of Statewide Planning  
New Jersey Department of Transportation  
1035 Parkway Avenue, P.O. Box 600  
Trenton, New Jersey 08625-0600

If to SJTA:

Mr. Stephen Dougherty  
Executive Director  
South Jersey Transportation Authority  
P.O. Box 351  
Hammonton, New Jersey 08307



If to SJTPO:

Ms. Jennifer Marandino  
Executive Director  
South Jersey Transportation Planning Organization  
782 South Brewster Road, Unit B-6  
Vineland, New Jersey 08361

8. The Parties will waive any statutory or common law presumption that would serve to have this document construed in favor or against any party as the drafter.
9. The Basic Agreement, the General Terms and Conditions, and every Task Order issued hereunder is intended for the sole and exclusive benefit of the Parties hereto, and nothing herein shall be construed as creating an enforceable right of action in favor of any third party.
10. The Basic Agreement and its General Terms and Conditions and any Task Order issued hereunder shall be governed by and construed under the laws of the State of New Jersey.
11. Any and all claims based on contract law shall be made in accordance with and subject to the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.). Any and all claims based on tort law shall be made in accordance with and subject to the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.).
12. The Basic Agreement shall be effective upon execution by the STATE, the SJTA, and the SJTPO and shall continue in full force and effect for a period of five (5) years from the execution date.
13. Upon execution by the STATE, the SJTA, and the SJTPO, this Basic Agreement No. 2019-SJTA-001 shall supersede Basic Agreement No. 2014-SJTA-001, dated October 30, 2014.
14. The Basic Agreement may be terminated by any of the Parties upon thirty (30) calendar days written notice to the other party. If, at the time termination notice is issued there are any existing Task Orders, the SJTA may submit a final invoice for all eligible work in accordance with the General Terms and Conditions actually performed prior to receipt of, or issuance of, the notice of termination. All monies otherwise due and owing shall be paid in accordance with the terms hereof.
15. This Basic Agreement shall not be modified unless required by law or court order, or as agreed to in writing by the Parties.

IN WITNESS WHEREOF, the SJTPO has caused this instrument to be signed, sealed and attested by its duly authorized representatives, the SJTA has caused this instrument to be signed, sealed and attested by its duly authorized representatives, and the STATE has caused this instrument to be signed by the Commissioner of Transportation, or a designee of the Commissioner, and attested and sealed by the Secretary of the Department of Transportation as of the day, month and year first written above.

Attest /Witnessed/Affix Seal:

**SOUTH JERSEY TRANSPORTATION  
AUTHORITY**

BY: Cynthia Blasberg  
Cynthia Blasberg  
Secretary

BY: Stephen D. Dougherty  
Stephen Dougherty  
Executive Director

Date: 10/17/19

Date: 10/17/19

Attest /Witnessed/Affix Seal:

**SOUTH JERSEY TRANSPORTATION  
PLANNING ORGANIZATION**

BY: Monica Butler  
Monica Butler  
Secretary

BY: Jennifer Marandino  
Jennifer Marandino  
Executive Director

Date: 10/21/19

Date: 10/21/2019

Attest /Witnessed/Affix Seal:

**STATE OF NEW JERSEY  
DEPARTMENT OF TRANSPORTATION**

BY: Ashley Matthews  
Anika James  
Secretary

BY: Michael Russo  
Michael Russo  
Assistant Commissioner  
Planning, Multimodal and Grants  
Administration

Date: 12/17/19

Date: 12/17/19

**GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY**

BY: Vivek N. Mehta  
Vivek N. Mehta  
Deputy Attorney General  
Date: 11/1/19

GENERAL TERMS AND CONDITIONS  
BETWEEN THE  
STATE OF NEW JERSEY  
DEPARTMENT OF TRANSPORTATION,  
THE SOUTH JERSEY TRANSPORTATION AUTHORITY,  
AND THE  
SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION

ARTICLE I	GENERAL TERMS AND CONDITIONS
ARTICLE II	REFERENCES
ARTICLE III	DEFINITIONS
ARTICLE IV	TASK ORDERS
ARTICLE V	WARRANTS
ARTICLE VI	NOTIFICATIONS
ARTICLE VII	INDEMNIFICATION
ARTICLE VIII	ASSIGNABILITY
ARTICLE IX	CONTRACTORS AND SUBRECIPIENTS
ARTICLE X	REVIEWS
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ARTICLE XV	SJTPO CENTRAL STAFF
ARTICLE XVI	TERMS OF PAYMENTS
ARTICLE XVII	RECORDS
ARTICLE XVIII	COMPLETION
ARTICLE XIX	AUDITS

I. GENERAL.

The General Terms and Conditions set forth hereafter are agreed upon by the Parties. These General Terms and Conditions are to be used in each Task Order assigned or entered into on or after the date of execution of the Basic Agreement, and prior to its termination, for the type of services identified in the Task Order. It is further agreed that the General Terms and Conditions shall be incorporated by reference in each Task Order for work awarded to the MPO under the Basic Agreement. Titles and headings used in the General Terms and Conditions are included for convenience only and shall not be used to interpret the General Terms and Conditions.

II. REFERENCES.

All Parties agree to follow applicable federal, state and local laws, statutes, codes or ordinances included but not limited to the following:

- A. 23 U.S.C. Title 23 Highways; Federal Aid Highways;
- B. 49 U.S.C. Chapter 53 – Public Transportation;
- C. 23 CFR Part 420 - Planning and Research Program Administration;
- D. 23 CFR Part 450 - Planning Assistance and Standards;
- E. 48 CFR Part 31 – Contract Cost Principles and Procedures;
- F. 49 CFR Part 18 -Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
- G. 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations;
- H. 49 CFR Part 20, New Restrictions on Lobbying;
- I. 49 CFR Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964;
- J. 49 CFR Part 26, Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs;
- K. 49 CFR Part 613, FTA Planning Assistance and Standards;
- L. 2 CFR Chapter I and Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- M. FTA Circular C 4220.1FE, Third Party Contracting Guidance;
- N. FTA Circular 5010.1D, Grant Management Requirements;
- O. FTA Circular 8100.1C, Program Guidance and Application Instructions for Metropolitan Planning Program Grants; and
- P. NJDOT Code of Ethics for Vendors.

III. DEFINITIONS.

A. The following terms are defined in the manner indicated below and shall apply to the Basic Agreement and/or any Task Order issued pursuant to the Basic Agreement:

- 1. “Administrative Support Services” means any and all lawful activities undertaken by the metropolitan transportation organization (MPO) to support the development

of transportation plans and programs for urbanized areas of the State as set forth in the Unified Planning Work Program.

2. "Authorized MPO Representative" means the MPO Executive Director, or the designated representative of the MPO Executive Director, who is authorized in writing to execute any and all documents on behalf of the MPO and/or to accept notice and/or service of applicable notices pursuant to the Basic Agreement.
3. "Authorized STATE representative" means the Commissioner of the NJDOT, or the designated representative of the Commissioner, who has been authorized in writing to execute any and all documents on behalf of the STATE and/or to accept notice or service of applicable notices pursuant to the Basic Agreement.
4. "Authorized SJTA Representative" means the SJTA Executive Director, or the designated representative of the SJTA Executive Director, who is authorized in writing to execute any and all documents on behalf of the SJTA and/or to accept notice and/or service of applicable notices pursuant to the Basic Agreement.
5. "Basic Agreement" means the contract between the STATE, the SJTA, and the SJTPO to conduct UPWP activities, and any modifications issued hereto.
6. "Fiscal Year" means the twelve-month period ending on June 30 of any given year.
7. "FHWA" means the Federal Highway Administration.
8. "FTA" means the Federal Transit Administration.
9. "Quarter" means the three-month period ending September 30, December 31, March 31 and June 30 of each program fiscal year.
10. "SJTA" shall mean the South Jersey Transportation Authority.
11. "SJTPO" shall mean the South Jersey Transportation Planning Organization.
12. "SJTPO Central Staff" means the employees of the SJTPO who are assigned on a full-time or part-time basis to provide the central planning, programming and administrative services identified in the authorized SJTPO Unified Planning Work Program.
13. "STATE" means the State of New Jersey, Department of Transportation.
14. "Subrecipient" means the non-federal entity to which a subaward is made and which is accountable to the MPO for the use of the funds provided.
15. "Task Order" means the supplement to the Basic Agreement authorizing the SJTA to incur costs for eligible planning and administrative services in support of the SJTPO up to the maximum amount specified in each supplement.
16. "Unified Planning Work Program" (UPWP) means the annual federal approved written detailed description of the work to be accomplished by the SJTPO and any of its subrecipients and contractors, as required by the STATE in accordance with the terms and conditions of the Basic Agreement.

#### IV. TASK ORDERS.

- A. A Task Order shall be issued under the sole discretion of the STATE. A Task Order shall be effective only upon execution by the STATE, the SJTA, and the SJTPO.
- B. The issuance of a Task Order is essential to the satisfactory completion of the SJTPO's UPWP. The SJTA and the SJTPO acknowledge and agree that the STATE Task Order(s) are subject to state and federal authorization and the appropriation of

supporting program funds.

- C. Each Task Order shall contain the following information:
  - 1. Task Order Number, as determined by the STATE;
  - 2. Title of Task Order;
  - 3. Title and date of the underlying Basic Agreement;
  - 4. Total cost ceiling for completion of the Task Order;
  - 5. Reference to the relevant UPWP, which outlines the work to be performed;
  - 6. Start and completion dates of the Task Order;
  - 7. Catalog of Federal Domestic Assistance (CFDA) Number;
  - 8. Relevant FHWA and FTA Agreement numbers;
  - 9. Name and address of the Task Order project managers for the STATE, the SJTA, and the SJTPO; and
  - 10. Specific program reporting requirements.
- D. The obligations of the STATE hereunder are limited to the allocation of funds for approved tasks or services as set forth in the Task Order.
- E. The STATE shall have no liability for any additional costs incurred in providing services not specifically enumerated in a Task Order or a modification thereto.
- F. A Task Order issued pursuant to a previously executed Basic Agreement shall continue in full force according to its own terms under the authority of the Basic Agreement until such time as said Task Order expires.
- G. Any party may request the termination of each or all Task Orders issued hereunder at any time upon thirty (30) days written notice to the other Parties. In the event of a termination, the SJTA shall submit, within sixty (60) days of the date of termination, a claim for compensation and reimbursement. Any claim submitted after sixty (60) days will not be honored and no payments will be issued. The claim for compensation and reimbursement shall be for all eligible work performed and costs incurred prior to the termination date stated in the notice of termination. The STATE will reimburse the SJTA for all work, subject to FHWA and FTA concurrence, as applicable.
- H. To the extent that any Task Order requires the production of any documents, products or results, same shall be remitted to the NJDOT within thirty (30) calendar days of notice of said termination. If, at the time the termination notice is issued, there are any existing Task Orders, the NJDOT shall make payments for the costs of eligible work actually performed, subject to FHWA and FTA concurrence.

V. WARRANTS.

- A. The SJTA and the SJTPO warrant that to solicit or secure the Basic Agreement, no company or person, other than a bona fide employee working solely for the SJTA or the SJTPO has been employed or retained; and that the SJTA and the SJTPO have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SJTA or the SJTPO, any finder's fee, commission, percentage, brokerage fee, gift, or any other consideration, either contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the STATE shall have the right either to annul the Agreement without liability, or in its discretion, to deduct or otherwise to recover from the contract price or consideration the full amount

- of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The SJTA shall furnish all personnel, facilities, equipment and support services, including reasonable funds, necessary for the accomplishment of the SJTPO's UPWP in accordance with the terms and conditions set forth herein and as outlined in executed Task Order(s).
  - C. The SJTPO Executive Director acting on behalf of the SJTPO shall be responsible for supervising and/or overseeing the SJTPO Central Staff's day-to-day work activities.

VI. NOTIFICATIONS.

- A. All reports, documents and notices required by the Basic Agreement shall be sent to the following addresses:

- 1. If to the STATE: Mr. Andrew R. Swords, AICP, PP  
Director, Division of Statewide Planning  
New Jersey Department of Transportation  
1035 Parkway Avenue, P.O. Box 600  
Trenton, NJ 08625-0600
- 2. If to SJTA: Mr. Stephen Dougherty  
Executive Director  
South Jersey Transportation Authority  
P.O. Box 351  
Hammonton, New Jersey 08307
- 3. If to SJTPO: Ms. Jennifer Marandino  
Executive Director  
South Jersey Transportation Planning Organization  
782 South Brewster Road, Unit B-6  
Vineland, NJ 08361

- B. Changes to the Notifications in Section VI do not require approval by the other Parties but requires proper notification.

VII. INDEMNIFICATION.

- A. The SJTA and the SJTPO shall respectively, defend, indemnify, protect and save harmless the STATE, its agents, servants, and employees from and against all suits, claims, losses, demands or damages arising out of or claimed to arise out of negligent or willful acts, errors, or omissions of the SJTA and the SJTPO, its agents, servants, employees and subcontractors when such suits, claims, losses, demands or damages relate to the provision of administrative support services required by this Basic Agreement, to assure compliance with pertinent State and federal laws and guidelines with respect to the proper application of federal funds. The SJTA and the SJTPO shall, at their own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection with the Basic

Agreement and/or General Terms and Conditions related to the Task Order. If any judgment shall be rendered against the STATE for which indemnification is provided under this article, the SJTA and the SJTPO shall respectively, at their own expense, satisfy and discharge the same.

- B. The STATE shall, as soon as practicable after a claim or complaint is received related to a Task Order issued pursuant to the Basic Agreement, give written notice thereof to the SJTA and the SJTPO along with full and complete copy of the claim or complaint, to the extent permitted by law. If suit related to a Task Order issued pursuant to the Basic Agreement is brought against the STATE or any of its agents, servants, and employees, the STATE shall as soon as practicable forward or have forwarded to the SJTA and the SJTPO the complaint, notice, summons, or other pleading, received by the STATE or its representatives to the extent permitted by law.
- C. It is expressly agreed and understood that any approval by the STATE of the services performed in support of the SJTPO's UPWP and/or any Task Order shall not operate to limit the SJTA and the SJTPO's indemnification obligations assumed in this Basic Agreement.
- D. It is understood and agreed that the STATE assumes no obligation to indemnify or save harmless either the SJTA and the SJTPO, their agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Basic Agreement or any Task Order(s).
- E. The SJTA and the SJTPO, each, expressly understands and agrees that the provisions of this Indemnification Clause shall in no way limit the SJTA's and the SJTPO's obligations assumed in the Basic Agreement, nor shall they be construed to relieve the SJTA and the SJTPO from any liability, nor preclude the STATE from taking any other actions as are available to it under any other provisions of the Basic Agreement, the General Terms and Conditions or otherwise at law. The terms of this Article VII. "INDEMNIFICATION" shall survive the expiration or termination of any and all Task Orders and the Basic Agreement.

#### VIII. ASSIGNABILITY.

- A. Neither the SJTA nor the SJTPO shall assign, transfer, convey or otherwise dispose of the Basic Agreement or any part thereof, or of its right, title or interest herein, or of any Task Order issued pursuant to the Basic Agreement, to any person, company or corporation without the written consent of the STATE and FHWA and FTA, where applicable.

#### IX. CONTRACTORS and SUBRECIPIENTS.

- A. Subject to the provisions of this Article, Task Order work may be contracted and/or subawarded by the SJTPO Central Staff.
- B. The SJTA and the SJTPO shall be subject to federal and state audits and are required to comply with all federal and state procurement guidelines. It is anticipated that the federal and state audits shall occur annually; however, the SJTA and the SJTPO shall comply with any audit requirements, no matter their frequency. The SJTA and the SJTPO shall include in the terms and conditions of any and all contracts and/or



subawards that the contractors and/or subrecipients comply with all federal and state audits. The SJTA and the SJTPO shall at all times give their personal attention to the provision of the services agreed to under the Basic Agreement and shall keep all such services under their respective control.

- C. The SJTA and the SJTPO, each respectively, shall maintain all documentation generated and/or received, in any manner, by its own organization, including any and all contracts, subawards and supporting documentation, on file for review by representatives of the federal government and/or the STATE as defined in Article XVII, "Records".
- D. The SJTA and the SJTPO each respectively, shall include in every contract and/or subaward the provision that the contractor and/or subrecipient shall be responsible for compliance with all federal, state or local laws and regulations applicable to the performance of the Task Order including all those enumerated herein and in the Basic Agreement.
- E. The SJTA and the SJTPO shall make no claim for reimbursement for expenditures incurred by contractors, subrecipients and suppliers prior to the effective date of any Task Order or Task Order modification for services performed by the contractors, subrecipients and/or suppliers related to the Task Order or Task Order modification.
- F. The SJTA and the SJTPO shall insure that all contracts and/or subawards include the provision that the sole legal recourse for any contractor and/or subrecipient lies with the SJTPO and there shall be no claims, demands or any recourse with the STATE or any federal agency.

X. REVIEWS.

- A. In compliance with federal requirements, the SJTA and the SJTPO shall permit representatives of the federal and state agencies to visit the offices of the SJTA and the SJTPO periodically, with or without prior notice, to inspect or monitor payrolls and other data and records pertaining to the services performed by the SJTA and the SJTPO pursuant to the Basic Agreement.
- B. The STATE shall, without delay, review and act upon all invoices and program documents submitted by the SJTA and the SJTPO.
- C. In the event of a dispute or disagreement as to the obligations between any Party to this agreement, said dispute or disagreement shall be submitted to the Assistant Commissioner for Planning, Multimodal and Grants Administration, NJDOT, the Executive Director of the SJTA, and the Executive Director of the SJTPO, or their respective designees, for review and determination. In the event that the Assistant Commissioner, the Executive Director of the SJTA, and the Executive Director of the SJTPO are unable to reach an agreement with respect to said dispute or disagreement, any Party may seek all available legal or equitable remedies, but shall not be permitted to submit the dispute to arbitration or mediation without prior written approval by all Parties of the dispute.

XI. HALTS.

- A. The SJTA and the SJTPO shall stop the performance of all services promptly if so

directed by the STATE. When the notice is oral, the STATE shall, within seven (7) calendar days, confirm the notice in writing. The SJTA and the SJTPO shall stop the performance of all services promptly if so directed by the STATE in the event of any federal or state governmental shutdown or similar work or funding stoppage beyond the control of the State.

## **XII. MODIFICATIONS.**

- A. The SJTA and the SJTPO agree that all Task Order modifications initiated by the SJTA and/or the SJTPO shall be set forth in writing to the STATE and shall be subject to negotiations.
- B. Modifications shall be subject to FHWA and/or FTA approval, where applicable.
- C. Task Order modifications are defined as follows:
  - 1. "Additional Work" shall mean services negotiated by the STATE and the SJTA and/or the SJTPO that was not anticipated at the time the Task Order was originally executed.
  - 2. "Reduction" shall mean a decrease in the work or services or costs previously negotiated by the STATE, the SJTA, and the SJTPO.
  - 3. "No-cost time extension" shall mean an extension of time to the negotiated Task Order completion date with no additional funding.
  - 4. "Termination" shall mean the discontinuation of all services authorized under an existing Task Order.
- D. In the event that the STATE, the SJTA, and the SJTPO agree that the proposed Task Order modification constitutes Additional Work, a Reduction in services, a No-cost time extension and/or a Reduction in the allocation of money for those services, the STATE, the SJTA, and the SJTPO shall jointly execute a modification to the Task Order, which shall be prepared by the STATE, in writing on Form DC-45A, providing extra compensation and/or time to the SJTA and/or the SJTPO upon a fair and equitable basis. Notwithstanding the above, no expenditure of funds in excess of the Approved Budget of a Task Order shall be incurred without the written approval of the STATE.
- E. The SJTA and the SJTPO shall invoice for work on any modified Task Order only after receipt of a fully executed copy of Form DC-45A.
- F. The STATE shall pay the SJTA in accordance with the provisions of Article XVI, "Terms of Payment", for approved Task Order modifications.
- G. The STATE shall have no liability for any additional costs incurred in providing services not covered by a Task Order or a modification thereto.

## **XIII. INVOICES.**

- A. The SJTA shall submit to the STATE an invoice which sets forth the actual costs incurred by the SJTA and on behalf of the SJTPO. The invoice shall be submitted on the State of New Jersey Payment Voucher, provided by the STATE. The SJTA and the SJTPO are required to comply with all federal cost guidelines and shall have attached to each invoice a summary report detailing progress during the time period covered. Each invoice shall be subject to review and approval by the STATE.
- B. At its option, the SJTA may submit to the STATE monthly invoices for subcontracts

and SJTPO Central Staff salaries, fringe benefits and associated F&A costs for such period. Any such amounts paid by the STATE shall be reconciled to the next quarterly invoice in accordance with Article XIII A. above (all monthly invoices shall also comply with the cost guidelines therein).

- C. The SJTA and the SJTPO shall provide any and all supporting documentation required by the STATE in support of the submitted invoice.
- D. The SJTA and the SJTPO shall maintain supporting documentation of financial expenditures on file for review by representatives of the federal government and STATE as defined in Article X, "Reviews" and Article XVI, "Terms of Payment" and subject to all applicable federal and STATE audit requirements. The SJTA and the SJTPO recognize that FHWA and/or FTA must review and find acceptable all documents supportive of the costs incurred by the SJTA on behalf of the SJTPO.
- E. The SJTA must submit with the first quarterly invoice of each contract year, and with the next invoice when changes occur, the documented average fringe benefit rate to be applied to all direct hourly wages; or documented individual fringe benefit rates for all project personnel.

#### XIV. REPORTING.

The SJTPO shall submit to the STATE a semi-annual and final program summary report detailing its UPWP progress during the preceding six months. The reports shall include, but not be limited to the following:

- 1. The established goals as set forth in the Task Order;
- 2. Comparison of actual performance with established goals;
- 3. Progress in meeting scheduled tasks;
- 4. Status of activity expenditures in a format compatible with the work program, including a comparison of budgeted (approved) amounts and estimated costs incurred;
- 5. Approved work program revisions; and
- 6. Other pertinent supporting program information or data.

#### XV. SJTPO CENTRAL STAFF.

##### A. Wage Rates

The SJTA shall provide a roster of the SJTA and SJTPO employees, their titles and their annual salaries to the STATE at the beginning of the annual program year. All SJTA and SJTPO employees, assigned on a full-time or part-time basis to provide central planning, programming and administrative services for the SJTPO's UPWP, shall be subject to the currently approved SJTA wage rate schedule. If there are any additions or changes to the items listed above, the SJTA shall provide said revision to the STATE with the next invoice application submission.

##### B. Payment for Salaries

- 1. Payment for employee services shall include the direct actual straight time wages paid to employees corresponding to the salary and wage policy of the SJTA, in compliance with applicable federal regulations.

2. The wages paid to employees for overtime hours authorized by the SJTA shall be in accordance with the appropriate SJTA bargaining unit agreement and the SJTA salary and wage policies.
- C. Payment for Employee Fringe Benefits
- Payment for the fringe benefits of the SJTA employees assigned full-time or part-time to provide central planning, programming and administrative support to the SJTPO's UPWP is permitted as a percentage of direct straight time wages, and is permitted as approved by the appropriate federal funding agency. If there are revisions to the fringe benefit rate approved by the cognizant federal agency, the SJTA will submit said revision to the STATE with the next quarterly invoice application submission. If an increase, the SJTA will provide a proposal outlining the source of funding to support the increase after consultation with the SJTPO along with the revision to the STATE with the next quarterly invoice submission.
- D. Payment for Non-Salary Direct Expense
1. Non-salary direct expenses are defined in appropriate Federal Acquisition Regulations and Codes of Federal Regulation.
  2. The STATE shall reimburse the SJTA for non-salary Direct Expenses as provided for in the approved budget of the Task Order. Expenses related to non-salary items must be documented within the guidelines of the appropriate federal funding agency.
  3. Travel essential to the services performed in accordance with the Basic Agreement or Task Order may be reimbursed at actual cost on a public conveyance or in a privately owned vehicle at the lesser of the prevailing rate per mile authorized and paid by the SJTA but not to exceed the amount authorized by the state. The SJTPO Executive Director will determine what training or conferences the SJTPO staff will attend in accordance with state and federal guidelines.
- E. Facilities and Administrative (F&A) Costs.
1. Payment for F&A costs are permitted at the rate approved by the cognizant federal agency prior to billing under the Basic Agreement. The F&A cost rate shall be developed in accordance with Federal Acquisition Regulations and Codes of Federal Regulation.
  2. A negotiated fixed amount in lieu of an F&A cost rate may be appropriate for self-contained, off-campus, or primarily contracted and/or subawarded activities where the benefits derived from an institution's F&A services cannot be readily determined.
  3. The selection of either an F&A cost rate or a negotiated fixed amount shall be specifically identified and outlined in the applicable task order.

## XVI. TERMS OF PAYMENT.

### A. Funding

1. The obligations of the STATE pursuant to the Basic Agreement shall be subject to the availability of federal funds and state legislative appropriation authority.

2. The STATE shall reimburse the SJTA for costs incurred in support of the SJTPO's UPWP and associated programs within the approved budget of a Task Order.
3. The fee provided by the SJTPO to the SJTA for administrative services shall be identified annually in the SJTPO UPWP budget.

**B. Reimbursement**

1. The SJTA shall maintain a complete set of time sheets, records and accounts to identify all salaries, payroll burden and non-salary direct expenses incurred by the SJTA personnel supporting the SJTPO's UPWP. These expenditures shall be documented to be in compliance with applicable SJTA, STATE, state government and federal rules and regulations and made available for review.
2. If, during an annual audit and/or review, the documentation maintained by the SJTA and the SJTPO are found to not be in compliance with applicable federal or state rules or regulations, the SJTA and the SJTPO shall prepare an appropriate plan of corrective action to meet all guidelines or repay the undocumented costs to the STATE for remittance to the appropriate federal funding agency. If, pursuant to the approval of the federal funding agency, the STATE determines that the SJTA fails to comply with corrective action, the STATE may immediately terminate the Basic Agreement and/or Task Orders and not be responsible for any outstanding cost. The STATE and federal agencies may pursue any remedies available by law.

**C. Method of Payment**

1. The STATE shall reimburse the SJTA the amount of each approved invoice.
2. Subject to STATE approval, the STATE shall make such credits and debits on future payments as are submitted by the SJTA on subsequent applications.

**D. Final Invoice**

1. A Final Invoice shall be submitted to the STATE within sixty (60) calendar days after the completion date of the Task Order.
2. The following release clause shall be included on the Final Invoice:  
 "In consideration of the requested payment of this Final Invoice, the SOUTH JERSEY TRANSPORTATION AUTHORITY ("SJTA") and the SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION ("SJTPO") hereby release the State of New Jersey and the New Jersey Commissioner of Transportation and their agents, employees, officers, directors, commissioners, successors and assigns from all claims and liability for work done or services performed by the SJTA and the SJTPO under this Agreement." No payment will issue if this language is not included.
3. Payment of a Final Invoice to the SJTA for services does not waive either the right of the STATE to establish adjustments and collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the SJTA to collect underpayments based upon adjustments disclosed by said audits, subject to the Task Order ceiling limitations.

**XVII. RECORDS.**

- A. The SJTA and the SJTPO 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 documents pertaining to costs; and shall make such records available at the offices of the SJTA and the SJTPO at all reasonable times during the contract period and for three (3) years from the date of payment of the applicable Final Invoice, for inspection by the STATE, FHWA, FTA, or any authorized representative of the STATE or federal government; and shall furnish copies of the records if requested at no cost to the STATE. Following passage of three (3) years from the date of payment of the applicable Final Invoice as defined in Article XVI, the STATE may, at its option, ask the SJTA and/or the SJTPO to destroy the records or surrender the records to the STATE at no cost to the State.
- B. The SJTA and the SJTPO acknowledge that provisions of FHWA and FTA federal funding agreements with the STATE require the preparation of suitable reports to document the results of actual activities performed with federal planning funds and federal funding agency approval prior to publishing such reports. The STATE may request a waiver of this requirement for prior approval. Federal or state funding agency approval constitutes acceptance of such reports as evidence of work performed but does not imply endorsement of a report's findings or recommendations.
- C. Reports prepared shall include the necessary and appropriate credit references and disclaimer statements required by law and/or state or federal agency. The SJTA and the SJTPO shall deliver to the STATE, at no cost, all documents of every nature prepared in pursuance of the terms of this Agreement and the documents shall become the property of the STATE.

**XVIII. COMPLETION.**

- A. When it appears that all or part of a schedule for completion of a Task Order cannot be met, the SJTA and the SJTPO collectively shall request in writing an extension of time from the STATE, but in no event shall said request be made less than forty-five (45) business days prior to the Task Order scheduled completion date.
- B. The STATE may, in its sole discretion, authorize all or part of the extension of time. However, any extension of time is subject to the approval of the FHWA and/or the FTA.
- C. The SJTA and the SJTPO shall notify the STATE in writing when, in the opinion of the SJTA and the SJTPO, all services required by the Task Order have been completed. Said notification shall be submitted to the STATE within thirty (30) business days of said completion date.
- D. The STATE shall respond to the SJTA and the SJTPO within a reasonable time either acknowledging that all services required by the Task Order have been completed satisfactorily or describing the services that remain to be completed.
- E. Once the Parties agree that the services performed pursuant to a Task Order are complete, the STATE shall notify the SJTA and the SJTPO in writing that the STATE will immediately perform an audit of the costs previously unaudited or defer audit for

later scheduling.

**XIX. AUDITS.**

- A. The SJTA shall provide the STATE with a fiscal year, organization wide audit that has been conducted in accordance with the requirements of 2 CFR Chapter I, Chapter II, Part 200, et al. The SJTA shall ensure that the STATE receives the annual audit within the time frame requested absent exigent circumstances requiring an extension.
- B. The STATE, FHWA and/or FTA, or their agents, shall be entitled to perform an audit at the following times:
  - 1. At any time during the performance of work set forth in applicable Task Order(s); and
  - 2. During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.
- C. The SJTA and the SJTPO acknowledge that changes in payment due the SJTA resulting from audits performed by the STATE shall be made as follows:
  - 1. In the event of overpayment by the STATE, the SJTA shall refund the amount of such overpayment within sixty days of the request by the STATE. In the event the SJTA fails to comply with said request, the STATE is hereby authorized to deduct such overpayment amounts from other monies due the SJTA under the terms of this Agreement. Furthermore, the SJTA expressly understands and agrees that the provisions of this Article XIX shall in no way be construed to relieve the SJTA from any liability, or preclude the STATE from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this Article XIX shall survive the expiration or termination of the Agreement.
  - 2. In the event of underpayment by the STATE, the STATE shall pay sufficient funds to the SJTA to correct the underpayment as soon as is practicable.

**APPENDIX N**

**Technical Proposal and Cost Proposal (to be included upon award).**