

REQUEST FOR PROPOSALS:

LOCAL SAFETY PROGRAM DESIGN ASSISTANCE

Tuesday, May 2, 2023



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****LOCAL SAFETY PROGRAM DESIGN ASSISTANCE**

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

I. INTRODUCTION

This Request for Proposal is a 75 page document. Please read each page, including, without limitation, all attachments.

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

A. General

The South Jersey Transportation Planning Organization (SJTPO) is soliciting proposals from qualified firms, or groups of firms, to assist Cumberland County and the Cities of Bridgeton, Millville, and Vineland to advance a series of roadway safety projects that were developed as a part of the [Cumberland County Bicycle and Pedestrian Safety Action Plan](#) and approved for advancement through the federal Highway Safety Improvement Program (HSIP)-funded Local Safety Program.

This work is included as a two-year study, Task 24/405 Local Safety Program Design Assistance, in the SJTPO [FY 2024 Unified Planning Work Program](#) (www.sjtpo.org/UPWP). This project will be funded using federal Highway Safety Improvement Program funds and must be approved separately, which allows an additional degree of flexibility in the available funding based on the needs of the project, as long as the funds benefit safety. Technical proposals must be prepared and submitted in accordance with the goals, requirements, format, and guidelines presented in this RFP document. This is a competitive, qualifications-based process pursuant to the requirements of the Brooks Act, 40 U.S.C. § 1101 et seq. (the “Brooks Act”).

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

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

B. Submission

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

Digital submission: A digital copy of the Signed Cover Letter and Technical Proposal must be submitted no later than **11:59 P.M.**, prevailing time, on **Thursday, May 25, 2023**, to Alan Huff, Program Manager – Safety Initiatives & Public Outreach at ahuff@sitpo.org. An email will be sent confirming receipt no later than **Friday, May 26, 2023**. To receive a confirmation email prior to the submission deadline, submissions are encouraged prior to 5:00 P.M. on **Thursday, May 25, 2023**. **In accordance with the Brooks Act, the digital submission shall not include a price proposal.**

Physical submission: One (1) physical copy of the Signed Cover Letter and Technical Proposal **must be submitted in a sealed envelope with the title of the RFP clearly marked on the outside.** The physical submission shall include the firm’s cost proposal, which shall be provided in a hard copy format and an electronic format. **As set forth under “Cost Proposal” below, both formats of the cost proposal (hard copy and electronic) must be submitted in a separate, sealed envelope.** The physical submission is required and must be received by **3:30 P.M.**, prevailing time on **Thursday, June 1, 2023**. The SJTPO shall not be held responsible for the timeliness of mail or messenger delivery. Submittals should be addressed to:

Alan Huff, Program Manager – Safety Initiatives & Public Outreach
South Jersey Transportation Planning Organization
782 South Brewster Road, Unit B6
Vineland, New Jersey 08361

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

Elements required in submission include:

1. **Signed Cover Letter**, submitted with both the digital and physical submissions, that indicates review and acceptance of SJTPO Standard Contract Agreement Boilerplate (Exhibit I) or identifies “Exceptions to the Agreement”. (see Section I.E) The signed proposal shall be considered an offer on the part of the proposer. Such an offer shall be deemed accepted upon execution of a final contract.
2. **Technical Proposal**, inclusive of the items listed, in the order shown below. *(one (1) electronic copy as part of the digital submission and one (1) hard copy as part of the physical submission)*
 - a. **Narrative** that reflects the requirements of the Scope of Work (see Section II)
 - A detailed approach to completing the work program
 - List and description of deliverables
 - Any issues or problems with requirements of the Scope
 - b. **Staffing Plan** (see Exhibit D) without salary or other costs (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
 - 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. **Organizational Chart** of firm or firms with brief description of their role in the project
 - e. **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.
 - f. **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.
 - g. **Resumes** of key professional staff included in the Staffing Plan, organized by firm
 - h. **DBE/ESBE Certificates** (see Section IV)
 - i. **Equal Employment Opportunity Statement** (see Section V)
 - j. **Proposers’ NJ Business Registration Certificate** (see Exhibit E)
 - k. **South Jersey Transportation Authority Disclosure of Investment Activities in Iran** (see Exhibit F)
 - l. **Proposer’s completed W-9** (see Exhibit G)
3. **Cost Proposal** *(one (1) hard copy and one (1) electronic copy in a sealed envelope, separate from the Technical Proposal as part of the physical submission)*
 - a. **Total Costs** of each task detailed in the scope of work.
 - b. **Breakdown of All Other Charges**, such as fringe benefit, overhead, profit, etc., yielding a total project cost.
 - c. **Staffing Plan** (see Exhibit D) with Dollar Values (a detailed description of the work team key staff and their estimated hours required on the project.)
 - Staff name (if appropriate, see Exhibit D)
 - Company/organization
 - Job title
 - Person-hour requirements by task
 - Hourly rates
 - It should be clear which staff or firm counts toward the DBE/ESBE goal (see Section IV). In addition, the DBE/ESBE percentage should be clearly stated within this section.

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. Unless a proposal is marked with a valid identification of the section(s) that contain trade secret, proprietary, and confidential information in accordance with sub-section (C) below, 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. Trade Secret and Proprietary Information

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

D. Interpretations and Addenda

All questions and requests for interpretations related to this RFP must be submitted in writing and received on or before **Thursday, May 11, 2023**. Questions must be submitted to **Alan Huff** at the above address. Faxes (856-794-2549) and e-mails (ahuff@sjtpo.org) are acceptable. Interpretations or clarifications in response to questions received by prospective proposers will be posted on the SJTPO website. Only written clarifications and answers from SJTPO will be binding; oral and other interpretations or clarifications will be without legal effect.

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

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

E. Anticipated Consultant Selection Schedule

1. RFP Release	Tuesday, May 2, 2023
2. Questions about RFP Due	Thursday, May 11, 2023
3. Answers about RFP Published	Monday, May 15, 2023
4. Digital Submission Due Date	Thursday, May 25, 2023, by 11:59 pm
5. Physical Submission Due Date	Thursday, June 1, 2023, by 3:30 pm
6. Consultant Interviews*	Week of Monday, June 19, 2023
7. Policy Board Action	Monday, July 24, 2023
8. Notice to Proceed	September 2023
9. PE Completion (staggered)	August 2025
10. FD Completion (staggered)	August 2028

** Interviews will be conducted with top candidates during the selection process. Please make this week available. Consultants will be notified of interviews no later than Friday, June 9, 2023. Interviews will be conducted virtually using SJTPO's GoToMeeting platform.*

F. Contracting

The contract with SJTPO will be executed via the South Jersey Transportation Authority (SJTA), the administrative host of the SJTPO. All provisions and requirements of the SJTA pertaining to contractual matters will be in effect. This project is funded by the Federal Highway Administration of the United States Department of Transportation. Accordingly, the selected consultant will be required to comply with all applicable federal procurement laws, regulations and 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. Proposals should detail any concerns which impact successful completion of the project as described herein or if additional innovations or alternative tasks are recommended enhancing the intended project scope.

A. Background

SJTPO is seeking consultant support to assist member subregions in advancing a series of projects, selected under the Local Safety Program, through the federal authorization process for construction, by assisting in the preparation of plans, specifications, and cost estimates (PS&Es). Individual design plans will be developed for four projects, which include five separate corridors in Cumberland County. Each location was submitted by Millville, Vineland, or Cumberland County as Local Safety Program application and has been approved by a Technical Review Committee.

Each project will need to be delivered separately through the federal project delivery process, which includes preliminary engineering and final design. Based on the complexity of each

project and with anticipation of construction being funded over multiple federal fiscal years it is SJTPOs intent to stagger the development of the four projects. Based on feedback from the project sponsors and the consultant, a schedule will be developed to advance each project based on deliverability and available construction funding in any given year. This could result in one or more projects advancing to final design while others remain in preliminary engineering.

A brief overview of the four projects is noted below. Further information regarding each project is found in Appendix A, which firms are expected to review prior to submitting a proposal. As noted, all four projects (five corridors) were developed as a part of the [Cumberland County Bicycle and Pedestrian Safety Action Plan](#), which includes conceptual sketches for each corridor.

- **3rd Street and Wheaton Avenue Traffic Calming and Pedestrian Safety Improvements (City of Millville)**

3rd Street improvements include curb extensions, parking/lane delineation, high visibility crosswalks, ADA, signage, and striping improvements; Wheaton Avenue improvements include closure south of D Street between F and G Streets, convert to one way, reroute traffic to 3rd Street and 2nd Street (NJ Route 47) via G Street; tighten intersection at G Street and 4th Street/Wheaton Avenue to prevent southbound movement, ADA, signage, and striping improvements.

- **High Street Pedestrian Safety Improvements (City of Millville)**

Curb extensions parking/lane delineation, high visibility crosswalks, addition of mid-block crosswalks, RRFBs, creation of Two-Way Left Turn Lane north of Foundry Street, consideration of bike lanes, ADA, signage, and striping improvements.

- **East Avenue Pedestrian Safety Improvements (City of Vineland)**

Overhead flashing beacons, transverse rumble strips, double stop signs, advance warning signs at Walnut Road, raised medians, high visibility crosswalks, ADA, lane/shoulder delineation, curb extensions, mid-block crosswalks, RRFBs, fill-in sidewalk gaps, sidewalk replacement, drop off zone at school, ADA, signage, and striping improvements.

- **Bridgeton Pedestrian Safety Improvements (City of Bridgeton)**

Includes two separate corridors, the Atlantic Street and Irving Avenue corridors.

- Atlantic Street: Curb extensions, parking/lane delineation, high visibility crosswalks, ADA, signage, and striping improvements.
- Irving Avenue: Detached chocker islands, curbed center islands, mid-block crosswalks, high visibility crosswalks, lane/parking articulation, RRFBs, fill-in sidewalk gaps, sidewalk replacement, parking reconfiguration, ADA, signage, and striping improvements.

The Local Safety Program is a federally funded program established by SJTPO, in conjunction with NJDOT, using Federal Highway Administration's (FHWA) Highway Safety Improvement Program (HSIP) funds, with the purpose of advancing safety improvements on county and local roadways within its region. For more information about The Highway Safety Improvement Program in New Jersey, see the [New Jersey HSIP Manual](#).

Under the direction of SJTPO, the consultant shall provide professional surveying, engineering, design, right-of-way, traffic analysis, and permitting services as necessary to prepare PS&Es. Throughout this process, all projects must comply with FHWA and NJDOT requirements, regulations, and guidelines, as well as AASHTO and MUTCD standards and guidelines.

B. Content

Task 1: Coordination & Public Outreach

In cooperation with SJTPO staff, the consultant shall be responsible for conducting meetings with project stakeholders, including SJTPO, Millville, Vineland, Bridgeton, and Cumberland County. The consultant shall participate in and be responsible for the preparation of an agenda and a summary of all meetings. Meetings will be held in Cumberland County. A summary of phone conversations discussing important tasks or issues related to the project may be requested. These should generally be provided to SJTPO within three business days.

The consultant shall provide brief status updates 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, any assistance that will be needed from stakeholders in the coming weeks, as well as an update on the status of DBE participation.

Meetings include, but are not limited to:

- Kick-off meeting with the Project Sponsors, SJTPO, and NJDOT Local Aid
- Field visit with the Sponsors and SJTPO prior to the start of survey
- Concept review meeting at the completion of base mapping
- Subsequent field visits for field verifications and with the Sponsors as needed to finalize the layout
- Stakeholder and public presentation meetings
- Pre-final design project review meeting with the Sponsors, SJTPO, and NJDOT Local Aid
- PS&E package including construction schedule, DBE and Trainee goal request forms
- Pre-PS&E submission review meeting with the Sponsors
- Meetings with the Sponsors to review PS&E comments from NJDOT Local Aid
- All public notice/advertisement documents, project information sheets, the post-meeting minutes, and attendance sheets are to be prepared by the consultant team.
- All materials needed for public consumption must be prepared in English and Spanish.

During the development of the project, public outreach must take place prior to developing the final PS&Es for construction authorization. Typically, the first round of public outreach must occur prior to submitting the preliminary PS&E package which includes a CED. Once developed, concept plans must be presented to the public for comment.

Given the underserved nature of the communities as well as the impactful scope of the projects, an aggressive outreach campaign will need to be conducted to gain meaningful participation and input. A substantive public outreach strategy will need to be developed given the high number of underserved residents in each project area. Strategies will need to address how to reach members of the communities, which will likely include paid outreach campaigns, attending

existing meetings in the communities, tabling at well-attended events, in addition to traditional public information centers. In-person meetings will be held in Bridgeton, Millville, and Vineland and virtual and/or prerecorded alternatives should also be considered. However, outreach will also need to prioritize informed feedback. Spanish language accommodation must be addressed equally in all outreach efforts in each community.

The public outreach and presentations will be coordinated with the SJTPO and Sponsor agency project managers. The consultant should anticipate attendance at the following meetings: four (4) stakeholder, four (4) governing body, five (5) public information centers as well as other events identified in the outreach strategy. The consultant is responsible for the preparation of presentation materials (display boards, presentations, and handouts) and public notices/advertisements.

Deliverable 1.a:	Bi-weekly check-ins: The consultant will provide updates to SJTPO's project manager on a bi-weekly basis as described above. This can consist of virtual meetings or emails, where appropriate.
Deliverable 1.b:	Meeting and discussion summaries: In addition to arranging, scheduling, and attending meetings, the consultant will provide minutes of meetings and email summaries of all conversations, which will include a summary of talking points and decisions made within three (3) business days.
Deliverable 1.c:	Public Outreach Strategy: The consultant is responsible for the preparation of a comprehensive and aggressive strategy that reflects the efforts needed to ensure meaningful involvement of the hard-to-reach communities. This will need to address not only traditional public information centers, but also attending local group meetings, tabling events, and other means of reaching the public, including communications, marketing, and advertisements.
Deliverable 1.d:	Public Outreach: The consultant is responsible for the preparation of all presentation materials associated with any stakeholder and governing body meetings, as well as the public information center, including but not limited to display boards, presentations, and handouts.

Task 2: Surveying/Base Mapping

The consultant shall perform field surveys to collect existing data including sidewalks, curbs, buildings, and all potential objects/structures (i.e., benches, poles, cabinet boxes, trees, etc.) that could impact design including ADA compliance. The survey shall extend 200 feet past the project limits on signalized side streets, 100 feet on unsignalized side streets, and 200 feet on the major street(s). Survey shall include all available Right-of-Way (ROW) evidence such as deeds and filed maps. The survey for the corridor projects will extend as far as necessary to include the improvements that impact on the corridors.

The consultant will be responsible for preparing base mapping, which includes ROW, grading, buildings, utilities, trees, etc. The consultant will perform ROW survey with deed mosaic, as necessary. Block, lot, street address, and name of current owner shall be shown for all parcels.

Deliverable 2:	Base mapping: The firm will prepare base mapping (including ROW, grading, buildings, utilities, trees, etc.).
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Task 3: Preliminary Engineering (60% complete plans)

The consultant shall perform post-survey/base map field verification and ADA compliance review. Concept(s) of proposed safety improvements should be developed and then reviewed with the Project Sponsors, SJTPO, and NJDOT. 30% complete design plans shall be prepared by the consultant for an interim review by the Project Sponsors. Also, the consultant shall prepare 60% complete design plans for submission to NJDOT Local Aid/BEPR for CED approval. In addition to the design plans, the consultant shall prepare the following plans and documents for each corridor, as appropriate: a stormwater management report, a non-structural strategies report, a stormwater maintenance plan, a budget for maintenance, and legal description(s) for the stormwater management facilities that must be deed restricted and all else necessary to comply with NJAC 7:8 and 7:14. All design documents and calculations shall comply with stormwater rules.

The locations of all sidewalks, curb ramps, and traffic signal foundations should be determined to identify all locations where Right of Entry (ROE) and/or easements will be required. Needed drainage improvements, including storm water inlet relocations and pipe extensions should be assessed. Preliminary construction cost estimates provided by the Project Sponsors for each project will need to be reviewed for their accuracy and should be adjusted accordingly.

The full CED document should be prepared for submission to NJDOT Local Aid/BEPR along with concept plans for their review.

Deliverable 3.a.	Design plans: The firm will prepare and provide preliminary engineering plans at 30% (for an interim review by the Project Sponsors) and 60% complete (for submission to NJDOT Local Aid/BEPR for CED approval).
Deliverable 3.b.	Stormwater documents: The firm will prepare and provide all preliminary stormwater management plans and documents, listed in this section, at 30% (for an interim review by the Project Sponsors) and 60% complete.
Deliverable 3.c.	Full CED and concept plans: The firm will prepare the full of the CED document along with concept plans for NJDOT Local Aid/BEPR's review.

Task 4: Utility Coordination

The consultant shall contact utility companies for mark out requests and coordination. Overhead and underground utility conflicts should be identified, and utility locations by means of subsurface utility investigations should be confirmed, as needed. Test pits and pavement cores shall be performed by the consultant as needed. The consultant shall prepare the Utility Agreement Plans as needed. Utility agreement plans should be developed in a format acceptable to the Project Sponsors. A [Sample Utility Agreement Plan](#) can be found online on NJDOT's website.

Deliverable 4:	Utility Agreement Plan: As needed, the consultant will prepare the Utility Agreement Plan (in a format acceptable to the Project
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Task 5: Environmental Documentation/Permitting

The consultant will be responsible for screening project locations for the presence of wetlands, flood hazard areas, threatened and endangered (T&E) species, historic structures/districts, and property impacts, etc. Where needed, field visits should be conducted to determine the limits of wetlands and flood hazard areas.

The consultant shall determine all required outside agency permitting and approvals (e.g., wetlands, stream encroachment, stormwater management, etc.). All necessary plans, notifications and documentation, and applications (includes communication and meeting attendance with NJDEP, SHPO, or other agencies) will need to be prepared by the consultant. The consultant shall submit permit applications and on behalf of the Project Sponsors (excluding permit fees), coordinate relevant review meetings, and see the permitting process through to approval.

Task 6: ROW Documentation

The consultant shall identify all right-of-way impacts. Deed searches and survey shall be performed by the consultant as needed. The consultant shall also prepare individual parcel maps and deed descriptions for properties where Right of Entry or easement agreements are needed.

Deliverable 6:	Parcel maps and deed descriptions: The firm will prepare parcel maps and deed descriptions for Right of Entry agreements.
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Task 7: Final Design (Contract documents/PS&Es)

The consultant shall prepare construction plans showing geometry, ties, profiles, sections, signing, striping, drainage, guiderail, lighting, and all other details, as required to construct the proposed improvements. Plans for construction of sidewalks, curb extensions, curb ramps, pedestrian crossings (including mid-block crossings and islands) and driveways shall be prepared by the consultant as well as plans for bus turnouts and loading areas, as appropriate. Plans for traffic control and construction staging shall be prepared by the consultant in accordance with the MUTCD.

The consultant is responsible for preparing construction schedules, construction specifications, and construction cost estimates. The consultant shall provide calculations for all contract quantities. NJDOT standard items should be used, when possible, otherwise the consultant shall obtain permission from the Project Sponsors for use of specialty items. Lumping standard construction work into single line items (such as pavement removal or excavation under site clearing) should be avoided.

The consultant shall prepare a design exception report, documentation of ADA ramp compliance, and/or technical infeasible forms. Soil erosion permits and NJDOT Highway Occupancy permits for possible detours shall be prepared and submitted by the consultant. The consultant will also be responsible for preparing Traffic Management Plans.

The consultant shall prepare the following final stormwater management plans and documents: a stormwater management report, a non-structural strategies report, a stormwater maintenance plan, a budget for maintenance, and legal description(s) for the stormwater management facilities that must be deed restricted and all else necessary to comply with NJAC 7:8 and 7:14. All design documents and calculations shall comply with stormwater rules.

At a minimum, final submission plans shall include the following:

- Key sheet;
- Typical sections;
- Estimate of quantities;
- Plan Sheet Layout;
- Construction plans;
- Grading plans;
- Ties;
- Profiles;
- Signing and striping plans;
- Lighting plans (if needed);
- Traffic Control/Detour plans (including pedestrian detour plans);
- Environmental plans (if needed);
- Cross-sections, method of sections, and earthwork summary;
- Construction details for roadway related and structural related items;
- Construction staging plans including work zones, lane reductions and transitions, signal staging, pedestrian staging, and construction sequence;
- Final parcel maps and descriptions; and
- Stormwater management plans and calculations.

A set of PS&Es for each corridor shall be provided to the Project Sponsors by the consultant for review and comment prior to submission to NJDOT Local Aid. To expedite the review process, in-person meetings are strongly recommended. The consultant shall submit a full set of PS&Es to NJDOT Local Aid after revisions have been made. Once the PS&Es have been reviewed by NJDOT Local Aid, the consultant shall address the comments and prepare revised plans, which will then be provided to the Project Sponsors for review prior to resubmission. To address all comments from NJDOT Local Aid, several rounds of revisions may be required. Once all comments have been received from NJDOT Local Aid and addressed, the consultant shall prepare four (4) sets of PS&Es (two copies for each Project Sponsor and two copies for NJDOT

Local Aid), which shall be complete and ready for public bidding. In addition, an electronic copy of the plans shall be made available for the Project Sponsors and SJTPO. A PS&E checklist applicable for all federal construction projects authorized by NJDOT Local Aid can be found in Appendix B. The final number of copies for bidding requested by the Project Sponsors shall be provided by the consultant (maximum of 25 sets of plans).

Deliverable 7.a.	Design plans: The firm will prepare and provide all final engineering plans, listed in this section, in both .pdf and electronic formats (to be determined by the project sponsors) as well as four (4) hard copies per corridor.
Deliverable 7.b.	Construction documents: The firm will prepare construction schedules, construction specifications, construction cost estimates, and will provide calculations for all contract quantities. All documents shall be submitted in both .pdf and electronic formats (to be determined) as well as four (4) hard copies per corridor.
Deliverable 7.c.	Stormwater documents: The firm will prepare and provide final stormwater management plans, listed in this section, in both .pdf and electronic formats (to be determined by the Project Sponsors) as well as four (4) hard copies per corridor.
Deliverable 7.d.	Other documents: The firm will prepare design exception reports, documentation of ADA ramp compliance and/or technically infeasible forms. In addition, the firm will prepare and submit soil erosion permits and NJDOT HOP permits for possible detours.

Task 8: Bid Construction

The consultant shall provide design support services during the construction bidding phase. The consultant will be responsible for review of bid prices and providing support to the Project Sponsors on design related questions (this does not include shop drawing reviews, review of construction progress schedules, field surveys/inspections, preparation of as-built drawings, or traffic signal certifications).

C. Schedule

SJTPO anticipates a Notice to Proceed in late, September 2023. The entire project is anticipated to be completed by August 2028.

III. CONSULTANT SELECTION

SJTPO's consultant selection is a two-step, qualifications-based selection process. First, based on an assessment of the technical qualifications of responding firms, we will select a firm best suited to carry out the scope of work as outlined in our RFP. A review committee will evaluate each proposal and will recommend some or all firms to present additional information and appear for interviews.

Second, SJTPO will negotiate a 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.

As the selection of the firm is based solely on technical qualifications, the budget for the scope of work is not material to selecting the most qualified firm. SJTPO's Unified Planning Work Program is publicly available through SJTPO's website (www.sjtpo.org/UPWP) but should only be used to provide general budgetary information for work activities based on preliminary estimates.

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

A. Technical Proposal

1. Technical Approach (Criterion weight: 45 percent)

- a. Demonstrate a clear understanding of the effort and products required.
- b. Explicit consideration of the features listed in Section II, *Scope of Work*.
- c. Innovations or efficiencies to be used in completing the project with descriptions of how they add value to the project.
- d. Demonstrate an ability to perform needed tasks and meet stated completion date.
- e. Quality, clarity, thoroughness in addressing required tasks and submission guidelines.
- f. Demonstrate the ability to complete project within the schedule stated in this document.

2. Firm Qualifications (Criterion weight: 20 percent)

- a. Demonstrate successful experience of the firm or team (particularly recent) on similar projects.
- b. Demonstrate expertise in specialized areas required for this project.
- c. Firm(s) references submitted with proposal.
- d. Availability of resources needed to successfully complete the project.

3. Staff Qualifications (Criterion weight: 25 percent)

- a. Staffing Plan demonstrates staff (particularly Project Manager) ability to successfully complete project.
- b. Resumes demonstrate staff (particularly Project Manager) experience successfully implementing similar projects.
- c. Location of office that will be performing the work on this project.

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

- a. 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.
- b. Staffing Plan clearly states the hours and specific tasks of DBE/ESBE staff as well as percent of total budget to be dedicated to DBE/ESBE firm(s). Do not provide dollar figures within the Technical Proposal, as those must be included within the separate Cost Proposal.
- c. 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).
- d. 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. Do not provide dollar figures within the Technical Proposal, as those must be included within the separate Cost Proposal. See Section IV for definition of DBE/ESBE firms. Note: SJTPO utilizes the NJDOT federally approved DBE/ESBE goal (effective 10/1/2019), which is 13.23 percent.

The highest-ranking firms will be invited to an interview to present relevant details of their proposals and introduce key staff.

B. Cost Proposal

The Technical Proposals must be accompanied by one (1) hard copy and one (1) electronic copy of the Cost Proposal in a separate, sealed envelope. In accordance with the Brooks Act, the digital submission shall not include a price proposal. 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 enhancing the intended project scope. Cost proposals must include all tasks or alternatives discussed within the technical proposal. If applicable, multiple cost scenarios are acceptable.

Pursuant to the Brooks Act, SJTPO's objective is to select the most qualified firm based on the scope of the project and the requirements of this RFP. SJTPO will review proposals based solely on the merit of the Technical Proposal and its adherence to the goals and requirements laid out in this RFP in conformity with the Brooks Act. Only after the selection of a top proposal will the separate, sealed cost proposal be opened. If an acceptable contract cannot be negotiated with the selected firm, negotiations will be terminated and SJTPO will initiate discussions with the second-ranked firm. The consultant selection and negotiated contract are subject to approval by the U.S. Department of Transportation in accordance with its

policies and procedures. The dollar and percentage participation of DBE/ESBE firms must be separately itemized in the cost proposal.

IV. AWARD OF CONTRACT

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

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

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

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

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

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

A. General

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

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

'Socially and economically disadvantaged' is defined as individuals who are citizens of the United States (or lawfully permanent residents) and who are: "Black Americans," "Hispanic Americans", "Native Americans," "Asian-Pacific Americans", "Subcontinent Asian Americans", "Women" (regardless of race, ethnicity, or origin); or "Other" disadvantaged pursuant to Section 8 of the Small Business Act).

2. **Emerging Small Business Enterprise (ESBE)** is defined as a firm that has met the following criteria and obtained small business certification as an ESBE by The State of New Jersey Department of Transportation:
 - a. A firm must meet the criteria for a small business as defined by the Small Business Administration in 13 CFR Part 121, which includes annual receipts from all revenues, including affiliate receipts which equates to the annual arithmetic average over the last 3 completed tax years, or by the number of employees.
 - b. The small business must be owned by individuals who do not exceed the personal net worth criteria established in 49 CFR Part 26, which is \$1,320,000. All appropriately certified DBEs fall into this definition due to their size.

B. Policy

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

C. Certified DBE/ESBE Firms

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

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

1. New Jersey ESBE: [New Jersey DOT - Disadvantaged Business Enterprise Management System \(dbesystem.com\)](http://New Jersey DOT - Disadvantaged Business Enterprise Management System (dbesystem.com))
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 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 NJDOT federally approved DBE/ESBE goal (effective 10/1/2019), which is 13.23 percent.

If, at any time a firm intends to subcontract or modify any portion of the work already under contract or intends to purchase material or lease equipment not contemplated during the original preparation of the cost proposal, the firm must notify SJTPO in writing. If, because 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 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

VI. EQUAL EMPLOYMENT OPPORTUNITY PROVISION

- A. SJTPO, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to the 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 health condition, 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.

VII. INSURANCE REQUIREMENTS

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

- A. The Consultant shall carry and maintain in full force and effect for the duration of this contract, and any supplement thereto, appropriate insurance. The Consultant shall submit to the SJTPO, a Certificate of Insurance indicating the existence of the coverage required. Policies shall be issued by an insurance company authorized to do business in the State of New Jersey; and approved by the SJTA.

- B.** Insurance similar to that required by the Consultant shall be provided by or on behalf of all subconsultants to cover its operation(s) performed under this contract and include in all subcontracts. The Consultant shall not be issued the Notice to Proceed until evidence of the insurance coverage required has been received, reviewed, and accepted by the SJTPO.
- C.** The insurance coverage under such policy or policies shall not be less than specified herein.
- 1.** Worker's Compensation and Employer's Liability:
 - a.** Each Accident \$ 100,000
 - b.** Disease-Each Employer \$ 100,000
 - c.** Disease Policy Limit \$ 500,000
 - 2.** Comprehensive General Liability:
 - a.** Bodily Injury
 - Each Person \$ 250,000
 - Each Occurrence \$ 1,000,000
 - b.** Property Damage
 - Each Person \$ 1,000,000
 - Aggregate \$ 2,000,000
 - 3.** Comprehensive Automobile Liability:
 - a.** Bodily Injury
 - Each Person \$ 500,000
 - Each Occurrence \$ 1,000,000
 - b.** Property Damage
 - Each Occurrence \$ 250,000
 - 4.** Professional Liability Insurance:
 - a.** Claims made/aggregate \$ 1,000,000

CHECK LIST

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

If Checked, required by SJTPO

Check if Read, Signed & Submitted

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

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

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

APPENDIX A

Project Specific Details

Project 1: 3rd Street and Wheaton Avenue Traffic Calming and Pedestrian Safety Improvements (City of Millville)

Project Location 1: *3rd Street from Main Street (NJ 49) to G Street; Wheaton Avenue from 3rd Street to G Street*

Project Sponsor: *City of Millville*

Municipality: *City of Millville*

Purpose: The purpose of this project is to reduce crashes, particularly those resulting in death or injury, with a focus on bicycle and pedestrian crashes, due their over-representation of high severity. This location was selected based on a county-wide analysis of bicycle and pedestrian crashes that identified it as among the highest in rank, based on the number and severity of bicycle and pedestrian crashes.

Need: The project area has been identified as high need through analyses conducted during the [Cumberland County Bicycle and Pedestrian Safety Action Plan](#), as well as on multiple network screening lists. As part of the Cumberland County Bicycle and Pedestrian Safety Action Plan effort, all bicycle and pedestrian crashes, as well as other crashes were geolocated. Crash locations were ranked based on the number and severity of bicycle and pedestrian crashes. This analysis identified 3rd Street/Wheaton Avenue as the 6th highest ranked location in the County and 2nd highest in Millville. Each of the other locations are being addressed through other applications in or out of the Local Safety Program or have recently been addressed. In addition, High Street is also prominent in the SJTPO network screening lists, the Intersection List – project route is ranked SJTPO #25 and Cumberland County #11 - Broad Street, Pedestrian/Bicyclist Intersection List – Broad Street SJTPO #98 and Cumberland County #11. In addition, the crash analysis for the project segment indicates a total of 154 crashes with overrepresentations of angle, struck parked car, rear-end, pedestrian, and at intersection.

The following general issues were noted within the corridor:

- ADA-compliant curb ramps and/or are not in conformance with the 2009 MUTCD
- Many signalized and unsignalized intersections have insufficient illumination at night
- High speeds within the project area
- Lack of marked pedestrian crossing locations
- No high-visibility crosswalks
- Large gaps in marked crosswalks across 3rd Street
- Narrow roadway (Wheaton Avenue)
- Skewed intersections with poor sightlines (Wheaton Avenue)
- Vehicle compliance at marked crosswalks at the Broad Street intersection

Goals/Objectives: It is the goal of this project to improve safety while minimizing the environmental, quality of life, access, right of way, and utility impacts. It is anticipated that improvements will not further degrade any deficient conditions within the project limits. Any proposed improvements will consider impacts on emergency services and disadvantaged groups.

Proposed Improvements:

- Reduce pedestrian exposure, clam traffic, and decrease turning speeds by installing ADA compliant curb extensions at existing intersections where possible throughout the entirety of the corridor was selected this countermeasure provides a traffic calming effect that has a CMF of up to a 32% reduction in all crashes.
- Decreasing conflict points of problematic skewed intersection on Wheaton Avenue by rerouting traffic circulation to 3rd Street and localizing Wheaton Avenue as a one-way northbound by closing intersections of 3rd Street/Wheaton Avenue and Wheaton Avenue and 4th Street/G Street was selected in close consultation with the City and County this improvement provides a traffic calming effect that has a CMF of up to a 32% reduction in all crashes.
- Improve pedestrian safety corridor wide with high visibility crosswalks High visibility crosswalks have shown to provide a safety benefit of reducing pedestrian injury crashes by 40%.
- Improve parking delineation, safety, and lane delineation with edge lines and parking stall markings to delineate parking lanes/stalls and travel lanes.
- Evaluate stormwater patterns and revise stormwater structures due to the introduction of curb extensions.

Attachments:

- Construction cost estimate
- Crash diagram and crash details
- Straight Line Diagrams
- Environmental screening
- Aerial map with improvement concept

Project 2: High Street Pedestrian Safety Improvements (City of Millville)

Project Location 2: *High Street from Main Street (NJ 49) to Harrison Avenue*

Project Sponsor: *City of Millville*

Municipality: *City of Millville*

Purpose: The purpose of this project is to reduce crashes, particularly those resulting in death or injury, with a focus on bicycle and pedestrian crashes, due their over-representation of high severity. This location was selected based on a county-wide analysis of bicycle and pedestrian crashes that identified it as among the highest in rank, based on the number and severity of bicycle and pedestrian crashes.

Need: The project area has been identified as high need through analyses conducted during the [Cumberland County Bicycle and Pedestrian Safety Action Plan](#), as well as on multiple network screening lists. As part of the Cumberland County Bicycle and Pedestrian Safety Action Plan effort, all bicycle and pedestrian crashes, as well as other crashes were geolocated. Crash locations were ranked based on the number and severity of bicycle and pedestrian crashes. This analysis identified High Street as the 2nd highest ranked location in the County and 1st highest in Millville. Each of the other locations are being addressed through other applications in or out of the Local Safety Program or have recently been addressed. In addition High Street is also prominent in the SJTPO network screening lists, the Intersection List SJTPO #82 and Cumberland County #36 - Broad Street, Roadway Corridor List – project route is ranked SJTPO #318 and Cumberland County #101, Pedestrian/Bicyclist Intersection List – Broad Street SJTPO #59 and Cumberland County #4 & McNeal Street SJTPO #60 and Cumberland County #5 & Harrison Avenue SJTPO #240 and Cumberland County #29, Pedestrian/Bicyclist Corridor List – SJTPO

#69 and Cumberland County #17 & SJTPO #81 and Cumberland County #21. In addition, the crash analysis for the project segment indicates a total of 208 crashes with overrepresentations of angle, sideswipe, rear-end, pedestrian, and at the intersection.

The following general issues were noted within the corridor:

- ADA-compliant curb ramps and/or are not in conformance with the 2009 MUTCD
- Many signalized and unsignalized intersections have insufficient illumination at night
- High speeds within the project area
- Lack of marked pedestrian crossing locations
- No high-visibility crosswalks
- Lack of sidewalk/pedestrian facilities
- Problems negotiating movements at 4-way stop controlled intersection

Goals/Objectives: It is the goal of this project to improve safety while minimizing environmental, quality of life, access, right of way and utility impacts. It is anticipated that improvements will not further degrade any deficient conditions within the project limits. Any proposed improvements will consider impacts to emergency services and disadvantaged groups.

Proposed Improvements:

- Reduce pedestrian exposure, clam traffic, and decrease turning speeds by installing ADA compliant curb extensions at existing intersections where possible throughout the entirety of the corridor was selected this countermeasure provides a traffic calming effect that has a CMF of up to a 32% reduction in all crashes.
- Improve pedestrian safety near hot spot location with a mid-block crosswalk with ADA compliant curb extensions treatment with a RRFB and appropriate signage was chosen between Depot Street and Powell Street. RRFBs are a proven safety countermeasure RRFB reduces pedestrian crashes by 47% and has shown to increase yielding to pedestrians by up to 98%.
- Improve pedestrian safety corridor wide with high visibility crosswalks High visibility crosswalks have shown to provide a safety benefit of reducing pedestrian injury crashes by 40%.
- Improve parking delineation, safety, and lane delineation with edge lines and parking stall markings to delineate parking lane/stalls and travel lane.
- Improve driveway access, reduce rear-end and right angle crashes with a dual-left turn lane between Foundry Street and Harrison Avenue and curb extensions to align motorists to travel lanes, shorten pedestrian crossing distances, and provide traffic calming. The addition of a dual-left turn lane has shown to have a crash reduction of 20% for all crashes. ADA improvements throughout the corridor where required.
- Evaluate storm water patterns and revise storm water structures due to the introduction of curb extensions.

Note: Bike lanes north of Foundry Street are to be investigated further during PE within the context of larger bicycle network improvements that may occur as part of adjacent projects.

Attachments:

- Construction cost estimate
- Crash diagram and crash details
- Straight Line Diagrams
- Environmental screening

- Aerial map with improvement concept

Project 3: East Avenue Pedestrian Safety Improvements (City of Vineland)

Project Location 3: *East Avenue from Walnut Road to Elmer Street*

Project Sponsor: *City of Vineland*

Municipality: *City of Vineland*

Purpose: The purpose of this project is to reduce crashes, particularly those resulting in death or injury, with a focus on bicycle and pedestrian crashes, due their over-representation of high severity. This location was selected based on a county-wide analysis of bicycle and pedestrian crashes that identified it as among the highest in rank, based on the number and severity of bicycle and pedestrian crashes.

Need: The project area has been identified as high need through analyses conducted during the [Cumberland County Bicycle and Pedestrian Safety Action Plan](#), as well as on multiple network screening lists. As part of the Cumberland County Bicycle and Pedestrian Safety Action Plan effort, all bicycle and pedestrian crashes, as well as other crashes, were geolocated. Crash locations were ranked based on the number and severity of bicycle and pedestrian crashes. This analysis identified East Avenue as the 3rd highest ranked location in the County and 2nd highest in Vineland. Each of the other locations are being addressed through other applications in or out of the Local Safety Program or have recently been addressed. In addition, East Avenue is also prominent in the SJTPO network screening lists, the Roadway Corridor List – project route is ranked SJTPO #81 and Cumberland County #23, Pedestrian/Bicyclist Intersection List – Almond Street (MP 1.49) SJTPO #98 and Cumberland County #11, Pedestrian/Bicyclist Corridor List – SJTPO #79 and Cumberland County #20. In addition, the crash analysis for the project segment indicates a total of 184 crashes with overrepresentations of angle, sideswipe, rear-end, pedestrian/bicycle, and at intersection. Of note, one (1) incapacitating injury pedestrian crash occurred in 2012 near at MP 1.27.

The following general issues were noted within the corridor:

- ADA-compliant curb ramps and/or are not in conformance with the 2009 MUTCD
- Many signalized and unsignalized intersections have insufficient illumination at night
- High speeds within the project area
- Lack of marked pedestrian crossing locations
- No high-visibility crosswalks
- Lack of sidewalk/pedestrian facilities
- Problems negotiating movements at 4-way stop controlled intersection

Goals/Objectives: It is the goal of this project to improve safety while minimizing the environmental, quality of life, access, right of way, and utility impacts. It is anticipated that improvements will not further degrade any deficient conditions within the project limits. Any proposed improvements will consider impacts on emergency services and disadvantaged groups.

Proposed Improvements:

- A continuous sidewalk along both sides of the entirety of the corridor from Walnut Road to Elmer Street was selected. This proven safety countermeasure has been shown to reduce pedestrian crashes between 65% and 89%.

- A mid-block crosswalk with ADA compliant curb extensions treatment with a RRFB and appropriate signage was chosen between Florence Avenue and Washington Avenue. This location has experienced pedestrian crashes and there is no pedestrian crossing treatment present in its existing condition.
- A mid-block crosswalk with curb extensions and a RRFB provides a shorter crossing distance for pedestrians while the RRFB reduces pedestrian crashes by 47% and increases yielding to pedestrians up to 98%. This treatment also seeks to address the pedestrian safety needs in proximity to the Regency Court and Spring Garden apartments, while providing traffic calming to the corridor.
- The following other treatments were chosen:
 - 6" wide edge line through the entirety of the corridor - this has shown to reduce crashes by 37% along 2-lane rural roadways,
 - Replacing existing crosswalks with high visibility crosswalks - high visibility crosswalks have shown to provide a safety benefit of reducing pedestrian injury crashes by 40%,
 - A gateway and traffic calming median island treatment was chosen at the northmost leg of the Walnut Road and East Avenue intersection - this traffic calming treatment was chosen to calm traffic and demonstrate the changing of the roadway from a 45-mph section to a 30 mph section. This treatment would also include depressed median island in front of driveways and a possibility for plantings and a City of Vineland welcome sign.
 - Doubling up of Stop Signs at the intersection of Walnut Road and East Avenue was chosen to reduce the right-angle crashes at this intersection. Doubling up Stop Signs has been shown to reduce rear-end and right-angle crashes between 8% and 19%.
 - A bus pull-off bay in front of the Cunningham Academy School was chosen in coordination with the Vineland School District. This facility was chosen to separate loading from the live travel lane while providing safer facilities for student drop-off and pick-up.
 - ADA improvements throughout the corridor, where required.

Attachments:

- Construction cost estimate
- Crash diagram and crash details
- Straight Line Diagrams
- Environmental screening
- Aerial map with improvement concept

Project 4: Bridgeton Pedestrian Safety Improvements (City of Bridgeton)

Project Location 4A: *Atlantic Street from Harvard Avenue to Vine Street (CR 697)*

Project Sponsor: *Cumberland County*

Municipality: *City of Bridgeton*

Purpose: The purpose of this project is to reduce crashes, particularly those resulting in death or injury, with a focus on bicycle and pedestrian crashes, due their over-representation of high severity. These locations were selected based on a county-wide analysis of bicycle and pedestrian crashes that identified them as among the highest in rank, based on the number and severity of bicycle and pedestrian crashes.

Need: The project areas have been identified as high need through analyses conducted during the [Cumberland County Bicycle and Pedestrian Safety Action Plan](#), as well as on multiple network screening

lists. As part of the Cumberland County Bicycle and Pedestrian Safety Action Plan effort, all bicycle and pedestrian crashes, as well as other crashes were geolocated. Crash locations were ranked based on the number and severity of bicycle and pedestrian crashes. This analysis identified Atlantic Street as the 10th highest ranked location in the County and 2nd highest in Bridgeton. Each of the other locations are being addressed through other applications in or out of the Local Safety Program or have recently been addressed. In addition, Atlantic Street is also prominent in the SJTPO network screening lists, on the Bicycle and Pedestrian Intersection List Vine Street (MP 0.90) is ranked #240 in the region and #29 in the County, on the Pedestrian/Bicyclist Corridor List the route is ranked #81 in the region and #21 in the County. In addition, the crash analysis for the project segment of Atlantic Street indicates a total of 54 crashes with an over-representation of struck parked vehicles and pedestrian.

The following general issues were noted within the corridor:

- ADA-compliant curb ramps and/or are not in conformance with the 2009 MUTCD
- Many unsignalized intersections have insufficient illumination at night
- High speeds within the project area
- Lack of marked pedestrian crossing locations
- Lack of high-visibility crosswalks
- Lack of lighting
- Offset intersection at Vine Street
- Lack of pavement delineation

Goals/Objectives: It is the goal of this project to improve safety while minimizing the environmental, quality of life, access, right of way, and utility impacts. It is anticipated that improvements will not further degrade any deficient conditions within the project limits. Any proposed improvements will consider impacts on emergency services and disadvantaged groups.

Proposed Improvements:

- 6" wide edge line was proposed through the entirety of the corridor. Wider edge lines are a proven safety countermeasure and provide a safety benefit for all roadway facility types while increasing driver perception of the travel lane.
- Replacing existing crosswalks with high visibility crosswalks was selected. High visibility crosswalks are a proven safety countermeasure with a pedestrian crash injury reduction of up to 40%.
- Detached curb extension treatments at the Atlantic Street and Vine Street intersection. Case studies have shown that these traffic calming treatments can reduce travel speeds by 3 to 4 mph and increase awareness and overall safety corridor wide.
- Site improvements to provide ADA-compliant sidewalks and on-street parking where possible.
- Converting the Atlantic Street/Vine Street intersection to an All-way Stop with a Doubling up of Stop Signs. Converting a 2-way Stop to a 4-way Stop has been shown to decrease all crashes by up to 60%.
- Striping of a centerline on Atlantic Street. This treatment has been shown to decrease crashes from 14% to 24%. This treatment will delineate pavement and reduce speeding and incidences of struck parked vehicles.
- ADA improvements throughout the corridor, where required.

Attachments:

- Construction cost estimate

- Crash diagram and crash details
- Straight Line Diagrams
- Environmental screening
- Aerial map with improvement concept

Project Location 4B: *Irving Avenue from Pearl Street (NJ 77) to Burlington Road (CR 638)*

Project Sponsor: *Cumberland County*

Municipality: *City of Bridgeton*

Purpose: The purpose of this project is to reduce crashes, particularly those resulting in death or injury, with a focus on bicycle and pedestrian crashes, due their over-representation of high severity. These locations were selected based on a county-wide analysis of bicycle and pedestrian crashes that identified them as among the highest in rank, based on the number and severity of bicycle and pedestrian crashes.

Need: The project areas have been identified as high need through analyses conducted during the [Cumberland County Bicycle and Pedestrian Safety Action Plan](#), as well as on multiple network screening lists. As part of the Cumberland County Bicycle and Pedestrian Safety Action Plan effort, all bicycle and pedestrian crashes, as well as other crashes were geolocated. Crash locations were ranked based on the number and severity of bicycle and pedestrian crashes. This analysis identified Irving Avenue as the 3rd highest ranked location in the County and 1st highest in Bridgeton. Each of the other locations are being addressed through other applications in or out of the Local Safety Program or have recently been addressed. In addition, Irving Avenue is also prominent in the SJTPO network screening lists, on the Bicycle and Pedestrian Corridor List, the project route is ranked #69 in the region and #17 in the County, the Roadway Corridor List – project route is ranked #150 in the region and #47 in the County, on the Pedestrian/Bicyclist Intersection List – Pearl Street (MP 0.07) is ranked #98 in the region and #11 in the County, Burlington Road (MP 1.14) is ranked #240 in the region and #29 in the County, Manheim Avenue (MP 0.71) is ranked #240 in the region and #29 in the County. In addition, the crash analysis for the project segment of Irving Avenue indicates a total of 210 crashes with over-representations of angle, struck parked vehicle, rear-end, and at the intersection.

The following general issues were noted within the corridor:

- ADA-compliant curb ramps and/or are not in conformance with the 2009 MUTCD
- Many signalized and unsignalized intersections have insufficient illumination at night
- High speeds within the project area
- Lack of marked pedestrian crossing locations
- Lack of high-visibility crosswalks
- Lack of continuous sidewalk/pedestrian facilities
- Problem horizontal curves and crosswalks in proximity
- Lack of pavement delineation

Goals/Objectives: It is the goal of this project to improve safety while minimizing the environmental, quality of life, access, right of way, and utility impacts. It is anticipated that improvements will not further degrade any deficient conditions within the project limits. Any proposed improvements will consider impacts to emergency services and disadvantaged groups.

Proposed Improvements:

- A crosswalk with an ADA compliant median, pedestrian crossing island treatment with a RRFB, and appropriate signage was chosen at the eastern curb line of Church Street across Irving Avenue. This alternative seeks to address the pedestrian safety needs and crossing demand to the shopping plaza there while providing traffic calming to the corridor an RRFB is a proven safety countermeasure with a pedestrian crash reduction of up to 47% while a median pedestrian island also is a proven safety countermeasure with a pedestrian crash reduction of up to 46%.
- 6" wide edge line was proposed through the entirety of the corridor. Wider edge lines are a proven safety countermeasure and provide a safety benefit for all roadway facility types while increasing driver perception of the travel lane.
- Replacing existing crosswalks with high-visibility crosswalks was selected. High visibility crosswalks are a proven safety countermeasure with a pedestrian crash injury reduction of up to 40%.
- Detached curb extension treatments at select intersections within the Irving Avenue corridor and median islands with depressed median islands between Bank Street and Railroad Avenue on Irving Avenue to provide traffic calming into and out of the horizontal curves were also selected. Case studies have shown that these traffic calming treatments can reduce travel speeds by 3 to 4 mph and increase awareness and overall safety corridor-wide.
- Sidewalk installation along both sides of Irving Avenue, where required per ADA and where non-existent between Pearl Street and Burlington Road was selected. Walkways or sidewalks are a proven safety countermeasure with a pedestrian crash reduction from 65% to 89%.
- Site improvements to provide ADA-compliant sidewalks and on-street parking where possible.
- ADA improvements throughout the corridor, where required.

Attachments:

- Construction cost estimate
- Crash diagram and crash details
- Straight Line Diagrams
- Environmental screening
- Aerial map with improvement concept

APPENDIX B
PS&E Checklist



(9/09)

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID FEDERAL PROJECT PS&E REVIEW CHECKLIST**

Preliminary ☐ Final ☐ Submission - PAGE 1 OF 2

Name: _____ Limits: _____
Muni: _____ Co.: _____ DBNUM: _____ STIP Year/Section/Page _____
FAR# _____ Functional Class: _____ FPN: _____ FMIS ID#: _____
Job No. _____ Anticipated CED Date _____ Anticipated Auth Date _____ Agreement No. _____
CED Approval Date _____

ITEM	Submittal	ELEMENTS (P: Preliminary PS&E Submittal/ F: Final PS&E Submittal)	Yes	No	N/A
Design Exceptions	P/F	Has project sponsor notified Local Aid on design exceptions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Has project sponsor provided a design exception report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Review and Comment (Non-NHS)/ Review, Comment and approve (NHS).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patented/Proprietary	F	Has project sponsor notified Local Aid on Patented/Proprietary items?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Direct Contract Items	F	Has project sponsor notified Local Aid on non-publicly bid contracts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Verify all patented/proprietary contract items, or direct non-publicly bid contracts: Each requires a related public interest finding (PIF) statement and justification with a letter requesting approval from FHWA.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	PIF concurrence by FHWA on patented/proprietary items & non-bid contracts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Patented/proprietary item special provisions are included in all bid documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Construction Bar Chart	P/F	Verify schedule submitted, is the contract time realistic?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans	P/F	Standard Key Sheet details (Name of Project, Federal Project No., Reference to Specifications, Signature and Seal, Location Map, project limits with beginning and ending stations. For split-fund projects, are funding limits shown on plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	"NJDOT Standard Specifications for Road and Bridge Construction, 2007 and current Supplementary Specifications thereto to govern" on Key Sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Does the plan meet the scope of work as approved? As Field verified? Glaring omissions such as guide rail not being upgraded as required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Constructability (Are there enough information and data for the contractor to construct the project without questions?) Note on required Contractor notification of all utilities and interested parties prior to start of work, Contact information of adjacent Utilities & Underground Location Service.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Verify design is general conformance with NJDOT Roadway Design Manual: Guide rail warrants and inclusion, Drainage and calculations; AASHTO publications; ADA: Sidewalks and curb ramps; Bicycle Accommodation: Safety grates; Water Quality: Eco-curb pieces.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Estimate of Quantities/Distribution of Quantities sheets: construction item nomenclature, quantities & pay units are according to final Engineer's Estimate of Cost.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Typical section(s) show all existing conditions and proposed design.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Construction plan sheets show all existing topography and utilities and proposed construction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Pavement widths and right-of-way widths are clearly indicated.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Existing and proposed profiles are clearly indicated.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Existing and proposed drainage, if part of project, with all inverts shown.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Cross sections, if required, showing cuts, fills, and an earthwork summary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Traffic Signal & Electrical Plan(s), if required, quantities clearly indicated.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Structural and geotechnical Plans, if required with quantities clearly indicated, and compliance with non-local aid SME review comments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Other NJDOT (CPM, Maintenance, Railroad, Jurisdiction, Regional or Major State Highway Access,) reviews. Eg: Railroad Engineering & Safety Unit (RRSE) review of projects where railroad or light rail at-grade crossing is within the project limits or within 1000 feet of the project limits. Has the sponsor incorporated Diagnostic Team Memorandum of Record and related Commissioner's ORDER in bid documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Other non-NJDOT (County, Municipality, Turnpike, Parkway,) reviews. Has the sponsor incorporated related requirements in bid documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Detailed Detour, Traffic Control and or Maintenance and Protection of Traffic Plans: conform to current Manual on Uniform Traffic Control Devices, with pay units by measurable units not Lump Sum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Pavement striping plan, if traffic stripes and markings are in the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Equivalent Details: for all Non-Standard and or Non-PIF Proprietary Items.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Standard NJDOT Construction Details Sheets referenced in plans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	Info to prepare 2 environmental checklists for authorization request shown.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	Any addendums detected in Final Plans, reviewed, certified and approved.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID FEDERAL PROJECT PS&E REVIEW CHECKLIST**

Preliminary ☐ Final ☐ Submission - PAGE 2 OF 2

Name: _____ Limits/Muni/Co. _____

ITEM	Submittal	ELEMENTS (P: Preliminary PS&E Submittal/ F: Final PS&E Submittal)	Yes	No	N/A
Specifications	P/F	Federal Aid Supplementary Specifications and all applicable sections included and/or Standard Specifications for Road and Bridge Construction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Bid Proposal: All construction bid items are included with nomenclature, quantities & pay units according to final Engineer's Estimate of Cost.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Permits required, related work restrictions and approval submittals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Prevailing Wage Rate including Traffic Director – Flagger, not Police Traffic Directors, prevailing rate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	General Instruction to Bidders and all of the Federal Aid Attachments are included (Certifications such as Non-Collusion Affidavit).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Non-standard item Specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	Info to prepare 2 environmental checklists for authorization request shown.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	* Required contract ESBE Goal/Trainee Goals are included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Engineer's Estimate of Construction Cost	P/F	Date of Final Construction Cost Estimate _____ (prepared within the last 30 days from requesting funding authorization), signed by Registered PE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Costs of all patented/proprietary items & non-bid direct contacts are included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Breakout of non-participating and or third party cost match sharing items.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Identify capped items: Police Traffic Directors, federal cost participation capped at current Traffic Director/Flagger prevailing wage rate.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	P/F	Identify ineligible items: core samples, permit, advertising costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Has the project sponsor included any costs for construction engineering?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Has the sponsor included documentation for consultant selection, if requesting funds for construction engineering?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	Verification with the most recent Average Bid Price.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	* Engineer's Estimate used in request for DBE/ESBE & Trainee goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental CED/ER	P/F	Check for correctness: Does the PS&E Package accurately reflect scope of approved project CED and requirements such as SHPO's?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	Date: _____ Check for validity: Is CED/ ER less than 1 Year/ 3 Months old?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	Environmental permits: Check that all are secured, with full copies of each permit in file? Check for work restrictions in bid documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	Check for commitments required and inclusion in bid documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sponsor Certifications	P/F	Does the project conform to the design standards for the handicapped under the Americans with Disability Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Does the project conform to the design standards for the bicycle safety?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Sponsor's certification of traffic control devices (P.L. 2008, c. 10; LPA establishes certain traffic control without NJDOT review or involvement).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	Check Right-of-Way, Utility & Design Certifications content & accuracy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	Has the project sponsor included a signed/sealed design certification?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	Letter of commitment by sponsor for advertisement within 60 calendar days from the date of the Department's notice of federal authorization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	Letter of commitment if applicable, by sponsor to fund the amount over federal funding detailing how the project cost overage will be funded.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General	P/F	STIP Reference/Federal Project No./State Job No. on all documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	In response to FHWA PS&E Review: Preliminary review of PS&E must have letter to Sponsor with comments and Sponsor must respond back in writing. Verify incorporation of comments into final submission of PS&E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	P/F	Design Exceptions: Controlling Design Elements (CDE's): Stopping Sight Distance (SSD) Vertical Curve(s)/ SSD Horizontal Curve(s)/ Minimum & Maximum Grades/ Lane Width (Through & Aux.)/ Shoulder Width/ Vertical Clearance/ Acceleration & Deceleration Lane Length/ Minimum Radius of Curve/ Cross Slope/ Through Lane Drop Transition Length/ Superelevation/ Bridge Width/ Structural Capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID FEDERAL PROJECT PS&E REVIEW CHECKLIST**

Proposed Additional Certifications:

1. For Authorization Request: Traffic Control Devices

"I certify, that if applicable for this project, it is in conformance with and as stipulated in P.L. 2008 c. 110 for traffic ordinance regulating the passage or stopping of traffic at certain congested street corners or other designated points, including the establishment of multi-way stop controls as applicable to potential impacts to adjacent facilities, including state highways as noted in the law. Further, I certify that improvements involving traffic engineering features, i.e. designation or erection of signs or placement of pavement markings, parking prohibitions, establish speed limits, designation of one-way streets, etc. are in conformance with the current edition of the MUTCD for Streets and Highways / all supporting permits and / or required documentation will be submitted as per this law, upon completion of the construction phase."

From FHWA Local Aid Stewardship Agreement:

The Local Aid Project Oversight table highlights key project work activities and the actions required of LPAs, NJDOT, and FHWA. Specific details on program and eligibility requirements can be found in the Federal Aid Handbook and the August 1, 1997 Memorandum of Understanding between Federal Highway Administration (FHWA) and the Division of Local Aid & Economic Development. In conjunction with NJDOT, FHWA performs periodic process reviews to ensure the efficiency and accountability of the program. Also, FHWA tasks include authorizing of program requests and approving certain project submittals as described below.

Local Aid Project Oversight

Work Activity ¹	Action		
	LPA (Project Sponsor)	NJDOT (incl. MPO as appropriate)	FHWA
Scope of Work	P/S	R/C/A	Part of funding authorization package
Funding Requests & Authorizations	--	P/S	R/C/A
Environmental Documentation	P/S	R/C	R/C/A
Design Exceptions	P/S/R/C Approve if Non-NHS	R/C Approve if NHS	--
Design Submittals (to include Preliminary Design, Final Design, and Plans, Estimates, & Specification submittals)	P/S	R/C/A	--
Public Interest Finding ²	P/S	R/C	R/C/A
Clear Right of Way (Right of Way Certification)	P/S	P/S/R/C/A	Part of funding authorization package
Utility Certification	P/S	P/S/R/C/A	Part of funding authorization package
Construction Advertisement	P/S	R/C/A ³	--
Construction Award	P/S	R/C/A ³	--
Construction Inspection	Perform Inspection	Verify & Monitor	Inspect as needed
Project Closeouts (at PE phase and Construction phases)	--	P/S	R/C/A

A = Approve	C = Comment	P = Prepare	R = Review	S = Submit
-------------	-------------	-------------	------------	------------

¹ Work Activity is contingent upon the federally reimbursable Local aid program.

² Certain Federal-aid requirements (e.g., use of state owned/furnished/designated materials, use of public equipment, or contract award based on other than competitive bidding) may be waived under specific conditions if it is found to be in the public interest of cost effective.

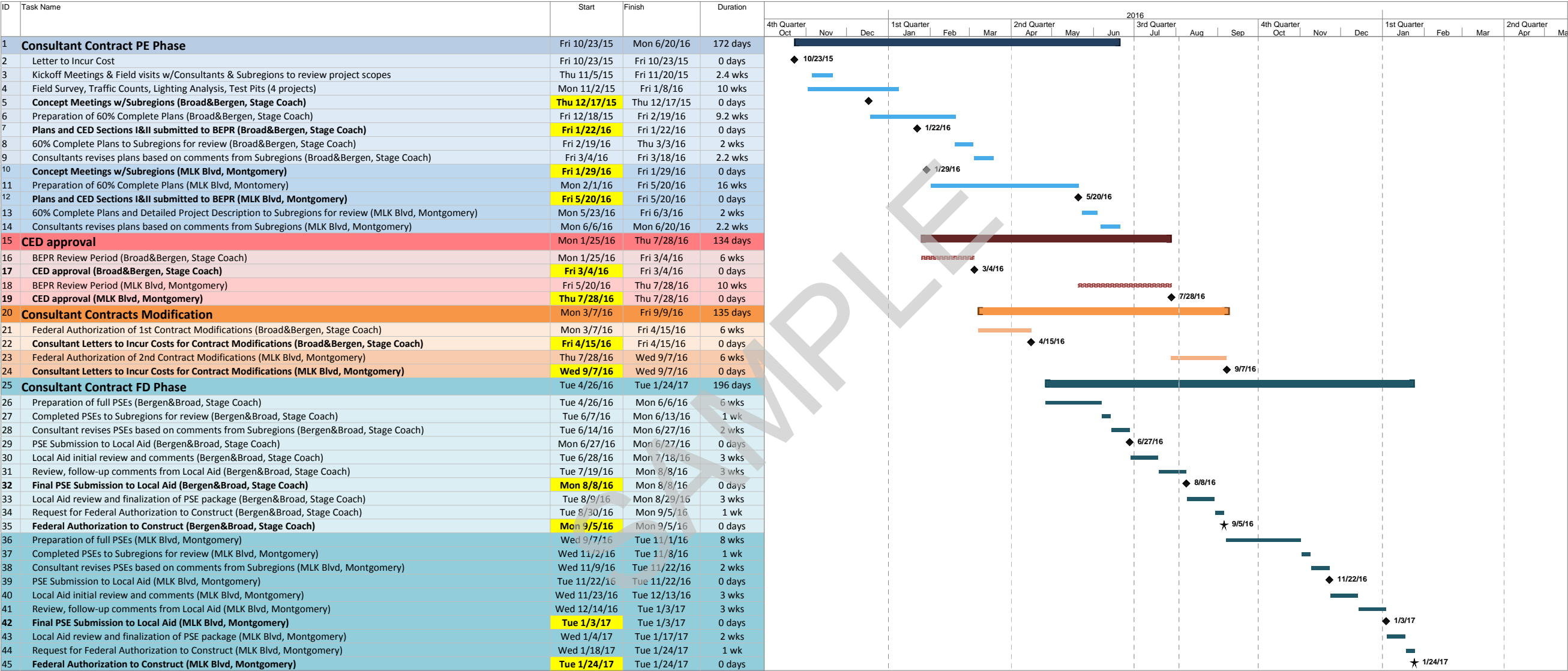
³ Notify FHWA in writing for those projects not meeting competition requirements of FHWA "Guidelines on Preparing Engineering Estimates, Bid Reviews and Evaluations" (available at <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.cfm>).

APPENDIX C

Sample Project Schedule

The project schedule is from NJTPA's recent solicitation for design assistance on their Local Safety projects. The sample document is provided to show the level of effort and is for illustrative purposes only.

FY 2015 LOCAL PRELIMINARY ENGINEERING ASSISTANCE PROGRAM AND CONSTRUCTION AUTHORIZATION
REVISED PROJECT DEVELOPMENT SCHEDULE



Project: Program Solicitation Schedule

Task
Split
Milestone



Summary
Project Summary
External Tasks



External Milestone
Inactive Task
Inactive Task



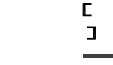
Inactive Milestone
Inactive Summary
Manual Task



Duration-only
Manual Summary Rollup
Manual Summary



Start-only
Finish-only
Progress



Deadline



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 TECHNICAL PROPOSAL
(DO NOT include any cost information in your Technical Proposal)

Staff Name	Title	Hours per Task								Total Hours
		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	70
[Name]*	Planner 1	5	0	4	0	2	3	1	4	19
Company 1 Subtotal		30	0	24	0	17	3	42	4	89
Company 2 (DBE Firm)										
[Name]*	Technician 1	0	8	0	2	0	0	0	0	10
[Name]*	Technician 2	0	6	0	4	0	0	0	0	10
Company 2 Subtotal		0	14	0	6	0	0	0	0	20
Sub-Total Hours		30	14	24	6	17	3	42	4	119

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

STAFFING PLAN IN COST PROPOSAL

A Staffing Plan identical to the one in the Technical Proposal should also be included in the Cost Proposal. However, in the Cost Proposal, the Staffing Plan should include billable rates and cost totals for each staff member and company.

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. **DO NOT** include any cost information in your Technical Proposal.

EXHIBIT E**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

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

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

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

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

PLEASE ATTACH COPY OF YOUR NJ BUSINESS REGISTRATION CERTIFICATE

(Name of Company)

(Signature of Representative)

(DATE)

SAMPLE BUSINESS REGISTRATION CERTIFICATE
(For illustrative purposes only)

Taxpayer Identification# 99-9999999/000

Dear Business Representative:

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

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

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

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

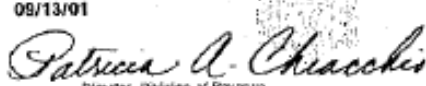
Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, N.J. 08646-0282
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)		

This 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

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

EXHIBIT H

REQUIRED INSURANCE ACKNOWLEDGMENT

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

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

(Name of Company)

(Signature of Representative)

(Date)

EXHIBIT I
SUBCONTRACT AGREEMENT

NAME OF PROJECT

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

WITNESSETH:

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

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

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

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

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

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

1. STATEMENT OF WORK.

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

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

2. DELIVERY OR PERFORMANCE SCHEDULE.

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

3. ALLOWABLE COSTS AND PAYMENT.

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

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

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

(D) **Payment.**

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

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

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

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

4. SPECIAL PROVISIONS.

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

(B) Reports.

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

(2) Each Progress Report shall include:

- (a) A narrative description of work performed during the period and any difficulties or delays encountered;
- (b) A comparison of actual accomplishments to the goals established for the period;
- (c) A comparison, by task, of costs incurred with amounts budgeted; and
- (d) A comparison, by task, of work performed compared to the schedule, including a percentage of work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.

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

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

(C) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. FURTHER SUBCONTRACTORS.

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

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

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

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

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

6. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

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

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

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

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

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

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

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

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

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

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

7. INSURANCE REQUIREMENTS.

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

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

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

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

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

8. NOTICE.

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

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

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

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

9. INCORPORATION OF APPLICABLE PROVISIONS OF BASIC AGREEMENT.

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

10. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

ATTEST:

**SOUTH JERSEY TRANSPORTATION
AUTHORITY**

(SEAL)

By _____

ATTEST:

COMPANY NAME

(SEAL)

By _____

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

By: _____
Executive Director, SJTPO

Date

APPENDIX A**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

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

hereby certify on behalf of RECIPIENT, that:

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

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

Executed this _____ day of _____, 2____.

By: _____

(Signature and Title of Authorized Official)

APPENDIX B**CERTIFICATION OF RECIPIENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on the 16th day of December, 1987

APPENDIX E**CERTIFICATION OF RECIPIENT ELIGIBILITY**

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

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

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

does not have a proposed debarment pending; and

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

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

Attest:

RECIPIENT

Name/Title

Name/Title

Date: _____

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

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

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

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

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

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

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

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

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

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

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

APPENDIX H

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, 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 **Federal Highway Administration** 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 **Federal Highway Administration** 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 Federal Highway Administration may determine to be appropriate, 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 **Federal Highway Administration** 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 N.J.S.A. 27:7-21(a), the Regulations for the Administration of the **USDOT Programs**, and the policies and procedures prescribed by the **Federal Highway Administration** 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 II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

APPENDIX M

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

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

APPENDIX N

Technical Proposal and Cost Proposal (see attached).

EXHIBIT J

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

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

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

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

OR

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

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

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

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

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

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