

REQUEST FOR PROPOSALS:

South Jersey Travel Demand Model  
(SJTDM) Recalibration and Updated  
Validation

Monday, December 16, 2024



**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****South Jersey Travel Demand Model (SJTDM) Recalibration and Updated Validation**

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

**I. INTRODUCTION**

This Request for Proposals is a 65-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 update the validation year and recalibrate the South Jersey Travel Demand Model (SJTDM). This work is included as a two-year study in the SJTPO FY 2025 Unified Planning Work Program ([www.sjtpo.org/UPWP](http://www.sjtpo.org/UPWP)), identified as Task 25/402 South Jersey Travel Demand Model Recalibration.

Technical proposals must be prepared and submitted in accordance with the goals, requirements, format, and guidelines presented in this RFP document.

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

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

**B. Submission**

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

**Digital submission:** A digital copy of the Signed Cover Letter and Technical Proposal must be received no later than **11:59 P.M.**, prevailing time, on **Tuesday, January 14, 2025**, to [dheller@sjtpo.org](mailto:dheller@sjtpo.org).

An email will be sent confirming receipt no later than Wednesday, January 15, 2025. To receive a confirmation email before the submission deadline, submissions are encouraged before 5:00 P.M.

**Physical submission:** One (1) physical copy of the Signed Cover Letter and Technical Proposal **must be submitted in a sealed envelope with the title of the RFP clearly marked on the outside.** The physical submission should be sent on the day of the digital submission and must be received by 3:30 P.M., the prevailing time on **Tuesday, January 21, 2025**. The SJTPO shall not be held responsible for the timeliness of mail or messenger delivery. Submittals should be addressed to:

**David Heller, Program Manager**  
South Jersey Transportation Planning Organization  
817 East Landis Avenue, 2<sup>nd</sup> Floor  
Vineland, New Jersey 08360

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

**Elements required in the submission include:**

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

- c. **Project Schedule** – Indicating project milestones, deliverables, and key meetings using a Notice to Proceed as "Day 0." The schedule should anticipate review time by other agencies and committees, but time allotments for work under the control of the consultant will be regarded as a commitment.
- d. **Total Costs** of each task detailed in the scope of work.
- e. **Breakdown of All Other Charges**, such as fringe benefit, overhead, profit, etc., yielding a total project cost.
- f. **Organizational Chart** of firm or firms with a brief description of their role in the project
- g. **Firm Profile** – Description of the firm's facilities, number of offices, employees in each office, any special equipment, and other factors, (knowledge, skills, etc.) that may affect the delivery of the required services.
- h. **Work History** – List of similar work, including name and telephone number of the clients, and a full description of the services provided by the firm.
- i. **Resumes** of key professional staff included in the Staffing Plan, organized by firm
- j. **DBE/ESBE Certificates** (see Section IV)
- k. **Equal Employment Opportunity Statement** (see Section V)
- l. **Proposers' NJ Business Registration Certificate** (see Exhibit E)
- m. **South Jersey Transportation Authority Disclosure of Investment Activities in Iran** (see Exhibit F)
- n. **Proposer's completed W-9** (see Exhibit G)

### C. Trade Secret and Proprietary Information

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

### D. Interpretations and Addenda

All questions and requests for interpretations related to this RFP must be submitted in writing and received on or before **Monday, December 30, 2024**. Questions must be submitted to **David Heller** at the above address. Faxes (856-794-2549) and emails ([dheller@sjtpo.org](mailto:dheller@sjtpo.org)) are acceptable. Interpretations or clarifications in response to questions received by prospective proposers will be posted on the SJTPO website. Only written clarifications and answers from SJTPO will be binding; oral and other interpretations or clarifications will be without legal effect.

The SJTPO may also determine whether it is necessary to revise any part of this RFP. Revisions will be made available in the form of an Addendum and posted on the SJTPO website at: [www.sjtpo.org](http://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                  | Monday, December 16, 2024               |
| 2. Questions about RFP Due      | Monday, December 30, 2024               |
| 3. Answers about RFP Published  | Friday, January 3, 2025                 |
| 4. Digital Submission Due Date  | Tuesday, January 14, 2025 by 11:59 P.M. |
| 5. Physical Submission Due Date | Tuesday, January 21, 2025 by 3:30 P.M.  |
| 6. Consultant Interviews*       | Week of Monday, February 10, 2025       |
| 7. Policy Board Action          | Monday, March 24, 2025                  |
| 8. Notice to Proceed            | Early April 2025                        |
| 9. Project Completion Due       | Mid-April 2026                          |

*\* We will conduct interviews with top candidates during the selection process. Please keep this week available. Consultants will be notified of in-person or virtual interviews no later than Wednesday, January 29, 2025.*

**F. Contracting**

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

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

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

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

## II. SCOPE OF WORK

**Proposals should explicitly address the full scope of the project as described within this section.** Proposals should detail any concerns that impact the project's successful completion as described herein or if additional innovations or alternative tasks are recommended to enhance the intended project scope.

### A. Background

SJTPO is seeking qualified firms, or groups of firms, to recalibrate and update the validation year for the South Jersey Travel Demand Model (SJTDM). The primary use of the SJTDM is for transportation (air quality) conformity analysis. However, there are multiple other applications, including "what-if" analysis, usage as part of the Congestion Management Process (CMP), and usage in corridor studies, to name a few. The model was last updated in 2015 to 2013 conditions. Federal regulations require that "Network-based travel models must be validated against observed counts (peak and off-peak, if possible) for a base year that is not more than 10 years before the date of the conformity determination." This drives the need to recalibrate and update the validation year for the SJTDM.

The SJTDM is a trip-based model that includes both automobile and transit trips. It runs off the CUBE<sup>1</sup> Base and Voyager platform and follows the standard four-step travel demand modeling process of Trip Generation, Trip Distribution, Mode Choice, and Assignment. The four-step modeling process and the CUBE platform shall remain unchanged.

However, if the consultant feels that additional modules within CUBE are necessary to assist with the recalibration/validation effort, they should specify that within the proposal and include that as part of the cost. It should be noted that SJTPO has a single-user subscription to CUBE Voyager. The winning consultant must have a subscription to CUBE Base and CUBE Voyager.

Details on the model, including the model documentation and 2015 recalibration effort, are available on the SJTPO webpage at [www.sjtpo.org/planning/model/](http://www.sjtpo.org/planning/model/).

Transportation conformity is required by the Clean Air Act (CAA) for non-attainment areas linking transportation planning to air quality standards. Transportation conformity aims to ensure that mobile source emissions generated from future federally funded projects and programs conform to specific emission levels as established in the State Implementation Plan (SIP), the air quality plan for the State. SJTPO's currently approved Transportation Conformity determination is for *RTP 2050* and the Federal Fiscal Year (FFY) 2024-2033 Transportation Improvement Program (TIP).

### B. Objectives

The primary objective of this RFP is to engage professional services for the practical and efficient update of SJTDM, which was last recalibrated in 2015 to 2013 conditions. This update is necessitated by changes in regional demographics, updates to census tract and block group boundaries, and the evolution of regional transportation patterns.

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<sup>1</sup> The CUBE software is currently managed and sold by [Bentley Systems](http://www.bentley.com/).



In addition to the specific tasks included under Section C. Content, the scope of the update should include:

1. Integrating the latest socio-economic data into the model, reflecting recent demographic changes and major economic development within the region.
2. Adjusting and realigning the model's Traffic Analysis Zones (TAZs) to match the new Census tract and block group boundaries, ensuring that the model accurately reflects the current geographic and administrative landscapes.
3. Streamlining model operations to improve usability for SJTPO staff, focusing on practical enhancements that accommodate the organization's modest budget and staff resources.
4. Updating the model's environmental and transportation impact assessments to comply with current regulations and to support sustainable regional development goals.
5. Providing targeted training and documentation to enable effective use of the updated model by SJTPO staff, thereby enhancing the organization's capacity for ongoing transportation planning and policy development.

This update will equip SJTPO with a robust and responsive modeling tool, enabling more accurate and effective planning and decision-making within the constraints of current regional and organizational realities.

## **C. Content**

### **Task 1. Coordination and Administrative Tasks**

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

The consultant shall provide SJTPO with brief status updates every two weeks. This can consist of virtual meetings or emails, where appropriate. The status updates should describe tasks completed in the past two weeks, upcoming tasks for the next four weeks, any delays that affect the schedule of the project, and any assistance that will be needed from SJTPO or other stakeholders in the coming weeks. Updates should also note the status of DBE/ESBE firm in achieving its goal and highlight any concerns about achieving that goal as soon as it becomes apparent.

The consultant is to produce and update, as needed, a detailed project schedule, including the expected meeting dates, task completion dates, and other tasks and milestones. All work is anticipated to be completed by mid-April 2026, as stated in Section D. Schedule.

<b>Deliverable 1.a</b>	<b>Bi-weekly emails:</b> The consultant will provide an email to SJTPO's project manager on a bi-weekly basis as described above.
<b>Deliverable 1.b</b>	<b>Meeting and discussion summaries:</b> 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
<b>Deliverable 1.c</b>	<b>Project Schedule:</b> Including expected meeting dates, task completion dates, and bi-weekly conference call schedule, to be updated as needed

## Task 2. Overall Trip Validation

The model was last recalibrated in 2015 to 2013 conditions based on the results of a 2014 household travel survey. The model is to be recalibrated to 2019 conditions, a year deemed to be sensible by SJTPO staff as it was before COVID, and there is likely to be ample data available. However, the winning consultant can suggest another year should they feel appropriate.

In May 2024, the SJTPO Policy Board approved (through [Resolution 2405-11](#)) an updated set of demographic projections that incorporated the results of the 2020 Census. For the base year scenario, these must be reverted to 2019 conditions (or whatever the selected validation year is).

The consultant is responsible for obtaining and providing all necessary traffic count data to be utilized to validate the model. As a member of the Eastern Transportation Coalition, through its relationship with NJDOT, SJTPO has access to archived operations data through the Probe Data Analytics Suite- RITIS CATT Lab, including INRIX and Streetlight Data. It should be noted that the contract with the Streetlight Data vendor is expected to expire in May 2025.

Through this relationship with NJDOT, SJTPO has purchased the additional Signal Analytics data platform, which is a cloud-based data that provides access to systemwide traffic signal metrics without investing in physical equipment. SJTPO has access to this data for 88 signalized intersections, while NJDOT has access to additional intersections in the SJTPO region through the purchase of Signal Analytics data.

SJTPO will work with NJDOT, the data providers, and the winning contractor to provide access to this data through the end of this contract. If the consultant feels that additional data sources are needed to recalibrate and revalidate the model, this should be specifically stated in the proposal and any associated costs accounted for within the cost estimate.

SJTPO does not have its own traffic counts on the higher functional class roadways, such as expressways, freeways, etc. The selected firm will be responsible for collecting any necessary available traffic counts, ridership, school enrollment, tolls, room tax, parking fees, fares, and any other data necessary to complete the proposed work program. The work effort shall reflect all costs associated with this effort.

For transit trips, the consultant will be responsible for obtaining the transit trip data for 2019 (or whatever the validation year is) from NJ TRANSIT. The consultant will also be responsible for obtaining updated casino data (likely from the Casino Redevelopment Authority (CRDA) and/or the Casino Control Commission (CCC)), to assess any changes in the name, size, employees, or

arrival/departures for each of Atlantic City's casinos between 2014 and 2019, (assuming the latter is the selected validation year.)

**Deliverable 2.a Technical Memos:** As the consultant validates each module of the travel demand model, they shall produce a brief technical memorandum summarizing the primary data sources and results for each validation test

### **Task 3. Traffic Analysis Zone Reconfiguration**

In addition to the validation of the overall model and the trips produced from each of the four steps, the consultant is to reconfigure the Traffic Analysis Zone (TAZ) structure of the current model, such that the new model TAZs are realigned as much as possible to the Census Block Group boundaries that resulted from the 2020 Census. Ideally, the TAZs and the 2020 Census Block Group boundaries should have a one-to-one equivalency. The TAZs in the current SJTDM loosely coincide with the 2010 Census Block Group boundaries.

Regarding the number of TAZs, the model currently contains 1,121 internal TAZs, 986 of which are in the SJTPO region and 135 in the DVRPC region. This is net of any spare zones and external zones. The exact number of TAZs will be left to the consultant's discretion. The consultant must ensure the most recent TAZs currently in the DVRPC region are successfully integrated into the SJTPO TAZ network.

**Deliverable 3.a Technical Memo:** Detailed technical memo summarizing new TAZ structure and equivalency of TAZs with 2020 Census

**Deliverable 3.b Data:** Shapefile of new TAZs, with populated data tables in digital format

### **Task 4. Improvements to the Recreational Module**

The current SJTDM contains a number of Recreational Trip Purposes. While the 2014 Household Travel Survey contained a few questions on recreational trips, these were insufficient to determine recreational trip generation rates, as would be provided by a more comprehensive Beach survey in 1996. The 2014 Household Travel Survey data was used to perform aggregate checks of recreational trip purposes in the trip distribution and mode choice steps in the SJTDM. In September 2024, SJTPO did adopt seasonal demographic projections (Resolution 2409-28). The consultant is to determine if any other data sources have been published or developed (outside of this study) that can be used to help develop better trip generation rates than currently exist in the model.

<b>Deliverable 4.a</b>	<b>Technical Memo:</b> The consultant is to produce a technical memorandum assessing the validity of the current recreational module and make any necessary adjustments to the recreational module, (all within the constraints of the overall project budget) to produce a more valid representation of recreational trips
<b>Deliverable 4.b</b>	<b>Recalibration Report:</b> At the conclusion of the project, the consultant will produce a final recalibration report that summarizes the results of all the interim data validation steps. This report is meant to be a compilation of the technical memoranda produced as part of Deliverable 2.a
<b>Deliverable 4.c</b>	<b>Data:</b> A DVD or Sharepoint folder containing all data files, as well as associated metadata, utilized in doing the updated validation and calibration

### **Task 5: Review and Input into DVRPC Household Travel Survey**

The Delaware Valley Regional Planning Commission (DVRPC), SJTPO's neighboring MPO, is developing a Household Travel Survey to include the SJTPO region. The survey planning project kicked off in the Fall of 2024, with a review of best practices, case studies, and a Data Collection Plan, which includes references to the types of questions of most interest to SJTPO. The pilot survey is expected to take place in the first half of Calendar Year 2025, and the entire project is expected to continue for 24 months, to be completed in late Calendar Year 2026.

While the Household Travel Survey will be conducted as a separate effort, DVRPC will be soliciting input from SJTPO in terms of questions to include in the survey. The consultant will have the opportunity to review the survey instrument and/or interim technical reports created as part of the project. Should the consultant feel it is beneficial to SJTPO's recalibration and validation of the SJTDM, the scope of work and associated costs should be explicitly detailed. Activities may include reviewing the survey instrument and/or interim reports, among others.

#### **D. Schedule**

SJTPO anticipates a Notice to Proceed in early April, following the full execution of the Subcontract Agreement. The entire project is anticipated to be completed by mid-April 2026.

### **III. CONSULTANT SELECTION**

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

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

**A. Technical Approach** (Criterion weight: 40 percent)

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

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

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

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

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

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

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

Federal and State goals for DBE/ESBE participation must be addressed explicitly in the proposal. This is satisfied by stating the percentage of total project cost devoted to DBE/ESBE firm involvement in the Technical Proposal. See Section IV for the definition of DBE/ESBE firms. Note: SJTPO utilizes the NJDOT federally approved DBE/ESBE goal (effective 10/1/2022 through 9/30/2025), which is 9.95 percent.

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

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

#### **IV. AWARD OF CONTRACT**

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

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

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

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

**The 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 of its contractual efforts.

## **C. Certified DBE/ESBE Firms**

A list of certified ESBE firms is compiled and is effective for contracts on a per calendar year basis. Current guidance on DBE/ESBE is available on the website of the New Jersey Department of Transportation ([www.state.nj.us/transportation/business/civilrights](http://www.state.nj.us/transportation/business/civilrights)). Firms who wish to be

considered for DBE/ESBE certification are encouraged to contact the NJDOT Office of Civil Rights directly for information on the certification process. Once a firm is certified, the federal portion of the dollar value of the contract or subcontract awarded to the DBE/ESBE is generally counted toward the applicable DBE/ESBE goal. If state matching and/or non-matching funds are also awarded to a DBE/ESBE, the total dollar value of the DBE/ESBE contract or subcontract may also be counted toward the applicable DBE/ESBE goal.

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

1. New Jersey ESBE: [New Jersey DOT - Disadvantaged Business Enterprise Management System \(dbesystem.com\)](https://dbesystem.com)
2. New Jersey DBE: <https://njucp.dbesystem.com/>

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

#### **D. Consultant Documentation**

If applicable, the Consultant must demonstrate sufficient reasonable efforts to meet the DBE/ESBE contract goals. Additionally, SJTPO has a long-standing commitment to maximizing business opportunities available to DBE/ESBE firms. The consultant's contract is subject to all federal, state, and local laws, rules, and regulations, including but not limited to, non-discrimination in employment and affirmative action for equal employment opportunity. The consultant's contract obligates the consultant to aggressively pursue DBE/ESBEs for participation in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The consultant cannot discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts. The consultant contract specifies the DBE/ESBE goal and the DBE/ESBE participation rate for that contract, if applicable. The prime consultant contract must document, in writing, all of the steps that led to any selection of the DBE/ESBE firm(s). Before the award of a consultant contract, the consultant must demonstrate sufficient reasonable efforts to utilize DBE/ESBE firms. SJTPO utilizes the NJDOT federally approved DBE/ESBE goal (effective 10/1/2022 through 9/30/2025), which is 9.95 percent.

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

#### **E. Good Faith Efforts**

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



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

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

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

[www.transportation.gov/osdbu/disadvantaged-business-enterprise/final-rule-section-26-53](http://www.transportation.gov/osdbu/disadvantaged-business-enterprise/final-rule-section-26-53)

## VI. EQUAL EMPLOYMENT OPPORTUNITY PROVISION

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

## VII. INSURANCE REQUIREMENTS

The insurance requirements outlined in the following section are the minimum requirements for the scope of services related to this procurement. Inquiries regarding the insurance requirements, including questions related to the necessity of outlined coverages, must be presented during the questions period of this procurement. Response will be provided via an Addendum.

### A. Insurance Conditions

1. Prior to the commencement of any work or services and until completion / final acceptance of the work as described in the Scope of Services in this Contract, the Contractor/Vendor will provide and maintain the following minimum levels of insurance at Contractor's/Vendor's own expense. The cost of the required insurance shall be included in the Contractor's/Vendor's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Contractor/Vendor shall include "Professional Service Contractors" as well as Subcontractors and Sub-Subcontractors of every tier. Contractor/Vendor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. The Services, or Work, shall not commence until the Contractor/Vendor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the South Jersey Transportation Authority (the "Authority"). Approval of insurance required of the Contractor/Vendor will be granted only after submission to the Authority of original certificates of insurance signed by the representatives of the insurers or, at the Authority's request, certified copies of the required insurance policies. If found to be non-compliant at any point during the Contract Term, the Authority may purchase the required insurance coverage(s) and the cost will be borne by the Contractor/Vendor through direct payment/reimbursement to the Authority or the Authority may withhold payment to the Contractor/Vendor for amounts owed to them. The required insurance shall not contain any exclusions or endorsements which are not acceptable to the Authority. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's/Vendor's obligation to maintain such insurance. At all times relevant to the Contract Term, the Contractor/Vendor shall be responsible for providing the certificate to the Authority and for ensuring the certificate is fully compliant with the requirements herein. Contractor/Vendor shall indemnify the Authority for any such penalties, suits, claims, damages, demands, losses, and expenses assessed to the Authority arising out of the Contractor's/Vendor's failure to obtain and maintain the proper insurance requirements, as defined herein. With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Authority with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
2. The Contractor/Vendor shall require all subcontractors to maintain during the term of the Contract Insurance of the type and in the minimum amounts as described below and required of the Contractor/Vendor. Any obligations imposed upon the Contractor/Vendor as part of this contract shall be so imposed upon any and all subcontractors as well.

3. All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage:
  - a. The retroactive date must be on or prior to the start of work under this contract; and
  - b. The Contractor/Vendor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of two (2) years subsequent to the completion of their work / final payment.
4. The South Jersey Transportation Authority, its commissioners, agents, servants, employees and representatives shall be named as additional insured on the Contractor's/Vendor's liability insurance program (except Workers Compensation and Professional Liability policies) for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured's respective members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of two years subsequent to the completion of work/final payment. The Authority reserves the right to require the Contractor/Vendor to name other parties as additional insureds as required by the Authority. There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".
5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Authority. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's/Vendor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period. In the event the insurance carriers will not issue or endorse their policy(ies) to comply with the above it is the responsibility of the Contractor/Vendor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.
6. No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor/Vendor or the Contractor's/Vendor's Surety, if applicable, from any liability or obligation imposed upon either or both of them by provisions of this Contract.
7. Any deductibles or self-insured retention's (SIR) of \$10,000 or greater shall be disclosed by the Contractor/Vendor and are subject to the Authority's written approval. Any deductible or retention amounts elected by the Contractor/Vendor or imposed by the Contractor's/Vendor's insurer(s) shall be the sole responsibility of the Contractor/Vendor. In the event any policy includes an SIR, the Contractor/Vendor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
8. All insurance companies shall have an AM Best's rating of at least "A-, Class VIII" or better and be permitted to do business in the State of New Jersey.
9. There shall be no liability upon the Authority, public officials, its employees, its authorized representatives, or agents either personally or as officials of the Authority in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by

or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Authority.

**10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:**

- a. The Contractor/Vendor waives all rights of recovery against the Authority and all the additional insured's for loss or damage covered by any of the insurance maintained by the Contractor/Vendor.
- b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.

**11.** Any type of insurance or any increase in limits of liability not described above which the Contractor/Vendor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

**12.** The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor/Vendor.

**13.** Contractor/Vendor shall promptly notify the Authority and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Contractor/Vendor arising in the course of operations under the Contract. The Contractor/Vendor shall forward such documents received to his/her insurance company(ies), as soon as practicable, or as required by his/her insurance policy(ies).

**14.** If working at the Airport, no Aviation or Aircraft related exclusions are permitted on any of the Contractor's/Vendor's insurance policies.

**B. Insurance – Minimum Requirements**

1. Commercial General Liability insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:
  - \$1,000,000 each occurrence;
  - \$1,000,000 personal and advertising injury;
  - \$2,000,000 general aggregate; and
  - \$2,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following

- Coverage is to be provided on ISO CG 00 01 12 07 or an equivalent form ("Occurrence Form") including Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury;
- General aggregate limit applying on a per project basis;
- Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insureds as set forth in these Insurance Requirements)
- Coverage for "Resulting Damage";
- No sexual abuse or molestation exclusion;

- No amendment to the definition of an "Insured Contract".
- B. Business Auto Liability insurance with a minimum combined single limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:**
- Liability arising out of the ownership, maintenance or use of any auto;
  - Auto non-ownership and hired car coverage
  - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
  - For Contractors/Vendors involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948
- C. Workers' Compensation insurance with statutory benefits as required by any state or federal law, including standard "other states" coverage, and employer's liability insurance with minimum limits of:**
- \$1,000,000 each accident for bodily injury by accident;
  - \$1,000,000 each employee for bodily injury by disease; and
  - \$1,000,000 policy limit for bodily injury by disease.

This insurance shall include coverage for all of the following:

- United States Longshore & Harbor Workers Act Coverage, where applicable.
  - Sole Proprietorships and Officers of a Corporation who will be performing the work.
  - Where applicable, if the Contractor/Vendor is lending or leasing its employees to the Authority for the work under this contract (e.g. crane rental with operator), it is the Contractor's/Vendor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.
- D. Professional Liability, **where applicable**, (such as, but not limited to, Architects, Engineers, Attorneys, Physicians and Risk Management Consultants). (If Designated by Contractor's/Vendor's Scope of Work) Provide the Authority with a certificate of insurance evidencing Professional Liability and/or Malpractice insurance with minimum limits of \$1,000,000 Per Claim / \$1,000,000 Aggregate with a retroactive date prior to the start of work.**
- E. Pollution Liability Insurance (If Designated by Contractor's/Vendor's Scope of Work)**
- Limit: \$1,000,000 per project
  - Covering losses caused by pollution incidents that arise from the operations of the Contractor/Vendor described under the scope of services of this contract. This is to include all work completed by the Contractor/Vendor, including testing and / or removal of any and all pollutants.
  - Insurance to be maintained for the duration of the work and for a period of two (2) years after completion of work / final payment.
  - No Exclusions for Silica, Asbestos, Lead, or Lead Based Paint Testing.
  - Include Mold Coverage for full policy limit of liability.
  - Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any

related state or city environmental statute or the removal of any petroleum contaminated material.

- All owned and / or 3rd Party disposal facilities must be licensed and be included.

**C. Insurance – Professional Services** (*non-construction related*), *Architects, Engineers, Attorneys, Financial Advisors, Design, Marketing, Physicians/Medical and Risk Management Consultants*

**1. Umbrella Liability or Excess Liability insurance with minimum limits of:**

- \$5,000,000 per occurrence;
- \$5,000,000 aggregate for other than products/completed operations and auto liability; and
- \$5,000,000 products/completed operations aggregate.

Policy to apply on a Following Form basis of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverage.

**A. Professional Liability: Malpractice insurance**

- Minimum limits of \$3,000,000.
- The definition of "covered services" shall include the services required in the scope of this contract.

**B. Privacy Liability / Cyber**

- Third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, that may arise from their work with this contract.
- Minimum Limits of Liability: \$3,000,000 Per Claim / \$3,000,000 Aggregate
- May be included in the Professional Liability

**C. Crime (If handling monies in any way)**

- Include the Employee Theft and Theft, Disappearance and Destruction coverage parts.
- The Employee Theft Coverage part shall include the Clients' Property Endorsement (ISO Form CR 04 01, or its equivalent).
- Minimum Limits of Liability: \$1,000,000 Per Occurrence

**D. Indemnification**

To the extent that state and/or federal laws limit the terms and conditions of this clause, it shall be deemed so limited to comply with such state and/or federal law. This clause shall survive termination of this contract. The Contractor/Vendor shall protect, defend, indemnify and hold harmless the Authority, its commissioners, agents, servants, employees, and representatives (the "Indemnified Parties") from and against all liability, (including liability for violation of any law or any common law duty), suits, claims, damages, demands losses, and expenses including attorneys' fees, arising in connection with, out of, or resulting from the performance of the work contemplated in this Agreement, including any negligent act, error, or omission by the Contractor/Vendor, its agents, servants, employees, or subcontractors provided that any such liability, suit, claim, damage, demand, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any

statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor/Vendor, or any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Indemnification. If any judgment shall be rendered against the Authority for which indemnification is provided under this Section, the Contractor/Vendor shall at its own expense satisfy and discharge the same.

In any and all claims against the Indemnified Parties by an employee of the Contractor/Vendor, or Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor/Vendor, or Subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

It is expressly agreed and understood that any approval by the Authority of the services performed and/or reports, plans or specifications provided by the Contractor/Vendor shall not operate to limit the obligations of the Contractor/Vendor assumed in this Article or in the other provisions of this Agreement. It is further understood and agreed that the Authority assumes no obligation to indemnify or save harmless the Contractor/Vendor, its agents, servants, employees and subcontractors from and against any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor/Vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor/Vendor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor/Vendor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of this Agreement or otherwise in law.

These Indemnification provisions shall survive the termination of this contract.

**VIII. CONSULTANT CHECK OFF LIST**

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

If Checked, required by SJTPO

Check if Read, Signed & Submitted

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

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

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name - Print or Type)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C**

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

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

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

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

- 1. Our company has a Federal Letter of Affirmative Action Plan Approval.  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 2. Our company has a Certificate of Employee Information Report.  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 3. Our company has neither of the above. Please send Form #AA302  
(AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT)  
\_\_\_\_\_ Check here

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

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

NAME: \_\_\_\_\_  
(Please type or print)

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**EXHIBIT D**

**SAMPLE STAFFING PLAN IN PROPOSAL**

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

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

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

**EXHIBIT E**

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

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

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

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

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

**PLEASE ATTACH COPY OF YOUR NJ BUSINESS REGISTRATION CERTIFICATE**

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(DATE)

**SAMPLE BUSINESS REGISTRATION CERTIFICATE**  
**(For illustrative purposes only)**

Taxpayer Identification# 99-9999999/000

Dear Business Representative:

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

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


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

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


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

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio  
Director, Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 232 TRENTON, NJ 08646-0232
TAXPAYER NAME: ABC Corporation	TRADE NAME: ABC Corporation	
TAXPAYER IDENTIFICATION# 99-9999999/000	CONTRACTOR CERTIFICATION# 777777	
ADDRESS 123 Main Street Your City, NJ 00000	ISSUANCE DATE: 09/13/01	
EFFECTIVE DATE: 10/01/99	 Director, Division of Revenue	
FORM-BRC(08-01)	The Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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

NAME OF CONTRACTOR /BIDDER: \_\_\_\_\_

**PART 1; CERTIFICATION**

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

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

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



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

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

Name \_\_\_\_\_ Relationship to Contractor/Bidder \_\_\_\_\_

Description of Activities

\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Contractor/Bidder Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION  
MUST BE SIGNED BY BIDDER**

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

**FULL NAME (print):** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



**State of New Jersey**

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

PHILIP D. MURPHY  
*Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

SHEILA Y. OLIVER  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

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

**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.	Kingdram 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 <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	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 *How to get a TIN* 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.

<b>Social security number</b>									
9	9	9	-	9	9	-	9	9	9
<b>or</b>									
<b>Employer identification number</b>									
			-						

**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" or "Authority", (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 817 East Landis Avenue, 2<sup>nd</sup> Floor, Vineland, New Jersey 08360, 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 Uniform Guidance 2 CFR part 200, as applicable. Costs and their reimbursement shall further be governed by the Basic Agreement and payment thereof shall be subject to availability of funds and terms thereunder.

(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) The Subcontractor agrees to submit the audit report required by OMB Uniform Guidance 2CFR part 200; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F – Audit Requirements.

(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 2CFR200 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) Prior to the commencement of any work or services and until completion / final acceptance of the work as described in the Scope of Services in this Contract, the Subcontractor/Recipient will provide and maintain the following minimum levels of insurance at Subcontractor's own expense. The cost of the required insurance shall be included in the Subcontractor's/Recipient's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Subcontractor/Recipient shall include "Professional Service Contractors" as well as Subcontractors and Sub-Subcontractors of every tier. Subcontractor/Recipient shall furnish Certificates of Insurance, evidencing and reflecting the effective date of coverage as outlined below. The Services, or Work, shall not commence until the Subcontractor/Recipient has obtained, at their own expense, all of the insurance as required hereunder, and such insurance has been approved by the South Jersey Transportation Authority (the "Authority"). Approval of insurance required of the Subcontractor/Recipient will be granted only after submission to the Authority of original certificates of insurance signed by the representatives of the insurers or, at the Authority's request, certified copies of the required insurance policies. If found to be non-compliant at any point during the Contract Term, the Authority may purchase the required insurance coverage(s) and the cost will be borne by the Subcontractor/Recipient through direct payment/reimbursement to the Authority or the Authority may withhold payment to the Subcontractor/Recipient for amounts owed to them. The required insurance shall not contain any exclusions or endorsements which are not acceptable to the Authority. Failure of the Authority to demand such a certificate or other

evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's/Recipient's obligation to maintain such insurance. At all times relevant to the Contract Term, the Subcontractor/Recipient shall be responsible for providing the certificate to the Authority and for ensuring the certificate is fully compliant with the requirements herein. Subcontractor/Recipient shall indemnify the Authority for any such penalties, suits, claims, damages, demands, losses, and expenses assessed to the Authority arising out of the Subcontractor's/Recipient's failure to obtain and maintain the proper insurance requirements, as defined herein. With respect to insurance maintained after final payment in compliance with the requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Authority with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

(B) The Subcontractor/Recipient shall require all subcontractors to maintain during the term of the Contract Insurance of the type and in the minimum amounts as described below and required of the Subcontractor/Recipient. Any obligations imposed upon the Subcontractor/Recipient as part of this contract shall be so imposed upon any and all subcontractors as well.

(C) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage:

1. The retroactive date must be on or prior to the start of work under this contract; and
2. The Subcontractor/Recipient must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of two (2) years subsequent to the completion of their work / final payment.

(D) The South Jersey Transportation Authority, its commissioners, agents, servants, employees and representatives shall be named as additional insured on the Subcontractor's/Recipient's liability insurance program (except Workers Compensation and Professional Liability policies) for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured's respective members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of two years subsequent to the completion of work/final payment. The Authority reserves the right to require the Subcontractor/Recipient to name other parties as additional insureds as required by the Authority. There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".

(E) All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Authority. In the event of cancellation or non-renewal of coverage(s), it is the Subcontractor's/Recipient's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period. In the event the insurance carriers will not issue or endorse their policy(ies) to comply with the above it

is the responsibility of the Subcontractor/Recipient to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

(F) No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Subcontractor/Recipient or the Subcontractor's/Recipient's Surety, if applicable, from any liability or obligation imposed upon either or both of them by provisions of this Contract.

(G) Any deductibles or self-insured retention (SIR) of \$10,000 or greater shall be disclosed by the Subcontractor/Recipient and are subject to the Authority's written approval. Any deductible or retention amounts elected by the Subcontractor/Recipient or imposed by the Subcontractor's/Recipient's insurer(s) shall be the sole responsibility of the Subcontractor/Recipient. In the event any policy includes a SIR, the Subcontractor/Recipient is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).

(H) All insurance companies shall have an AM Best's rating of at least "A-, Class VIII" or better and be permitted to do business in the State of New Jersey.

(I) There shall be no liability upon the Authority, public officials, its employees, its authorized representatives, or agents either personally or as officials of the Authority in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Authority.

(J) Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

1. The Subcontractor/Recipient waives all rights of recovery against the Authority and all the additional insured for loss or damage covered by any of the insurance maintained by the Subcontractor/Recipient.

2. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.

(K) Any type of insurance or any increase in limits of liability not described above which the Subcontractor/Recipient requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

(L) The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Subcontractor/Recipient.

(M) Subcontractor/Recipient shall promptly notify the Authority and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Subcontractor/Recipient arising in the course of operations under the Contract. The Subcontractor/Recipient shall forward such documents received to his/her insurance company(ies), as soon as practicable, or as required by his/her insurance policy(ies).

(N) If working at the Airport, no Aviation or Aircraft related exclusions are permitted on any of the Subcontractor's/Recipient's insurance policies.

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**Insurance**

1. Commercial General Liability insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:
  - \$1,000,000 each occurrence;
  - \$1,000,000 personal and advertising injury;
  - \$2,000,000 general aggregate; and
  - \$2,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following

- Coverage is to be provided on ISO CG 00 01 12 07 or an equivalent form (“Occurrence Form”) including Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury;
  - General aggregate limit applying on a per project basis;
  - Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insureds as set forth in these Insurance Requirements);
  - Coverage for “Resulting Damage”;
  - No sexual abuse or molestation exclusion;
  - No amendment to the definition of an “Insured Contract”.
2. Business Auto Liability insurance with a minimum combined single limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
    - Liability arising out of the ownership, maintenance or use of any auto;
    - Auto non-ownership and hired car coverage
    - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
    - For Contractors/Vendors involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948
  3. Workers’ Compensation insurance with statutory benefits as required by any state or federal law, including standard “other states” coverage, and employer’s liability insurance with minimum limits of:
    - \$1,000,000 each accident for bodily injury by accident;
    - \$1,000,000 each employee for bodily injury by disease; and
    - \$1,000,000 policy limit for bodily injury by disease.

This insurance shall include coverage for all of the following:

- United States Longshore & Harbor Workers Act Coverage, where applicable.
- Sole Proprietorships and Officers of a Corporation who will be performing the work.
- Where applicable, if the Subcontractor/Recipient is lending or leasing its employees to the Authority for the work under this contract (e.g. crane rental with operator), it is the Subcontractor’s/Recipient’s responsibility to provide the Workers Compensation and Employer’s Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

- 4. Professional Liability, **where applicable**, (such as, but not limited to, Architects, Engineers, Attorneys, Physicians and Risk Management Consultants). (If designated by Subcontractor’s/Recipient’s Scope of Work) Provide the Authority with a certificate of insurance evidencing Professional Liability and/or Malpractice insurance with minimum limits of \$1,000,000 Per Claim / \$1,000,000 Aggregate with a retroactive date prior to the start of work.

**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  
 817 East Landis Avenue, 2<sup>nd</sup> Floor  
 Vineland, NJ 08360  
 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: \_\_\_\_\_ Date \_\_\_\_\_  
Executive Director, SJTPO

**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)

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**APPENDIX B****CERTIFICATION OF RECIPIENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Adopted on the 16th day of December, 1987

**APPENDIX E**

**CERTIFICATION OF RECIPIENT ELIGIBILITY**

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

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

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

does not have a proposed debarment pending; and

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

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

Attest:

RECIPIENT

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

**APPENDIX F****AMERICANS WITH DISABILITIES ACT**

## Equal Opportunity For Individuals With Disabilities.

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

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

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

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

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

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

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

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

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

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



**APPENDIX H**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **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](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, 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 \_\_\_\_\_

<sup>1</sup> 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.