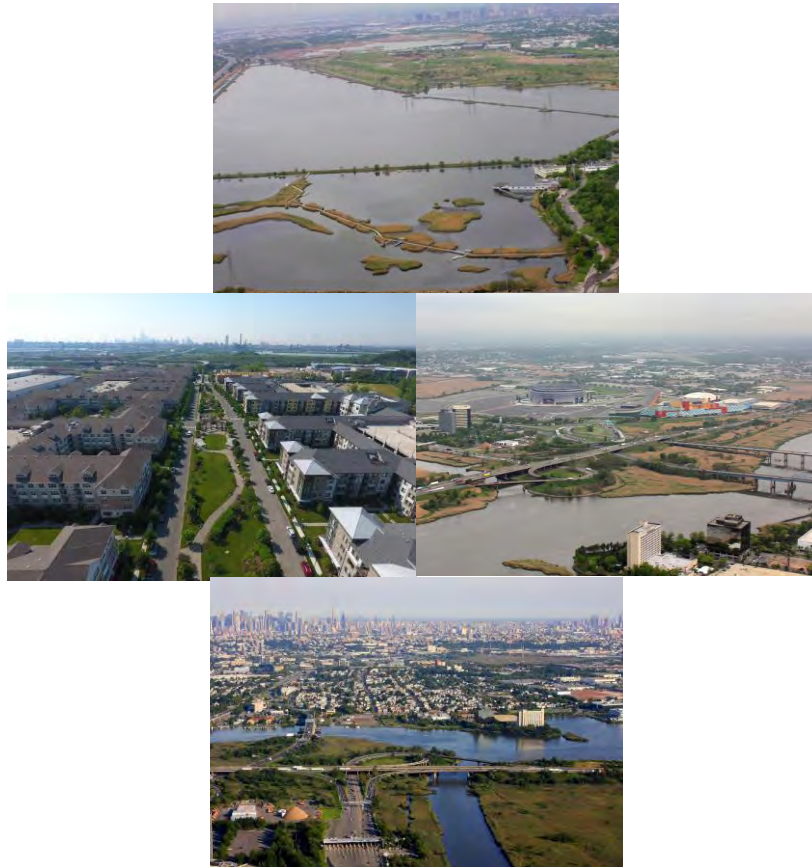


# **REQUEST FOR PROPOSALS**

## **DEVELOPMENT OF MEADOWLANDS DISTRICT TRANSPORTATION PLAN 2045**



**Release Date:**           **October 1, 2019**  
**Due Date:**               **November 12, 2019**

**NEW JERSEY SPORTS & EXPOSITION AUTHORITY**  
One DeKorte Park Plaza  
Lyndhurst, New Jersey 07071  
(201) 460-1700

## Table of Contents

<b>SECTION 1.00.....</b>	<b>5</b>
<b>GENERAL INSTRUCTIONS, .....</b>	<b>5</b>
<b>EVALUATION OF PROPOSALS,.....</b>	<b>5</b>
<b>AND SELECTION .....</b>	<b>5</b>
1.1. Invitation to Submit Proposals.....	6
1.2. Preparation of Proposal Submittal .....	8
1.3. RFP and Proposal Clarification.....	8
1.4. Respondent Qualification .....	9
1.5. Directions for Submitting Proposals .....	10
1.6. New Jersey Business Registration Certificate .....	10
1.7. Causes for Rejection.....	10
1.8. Evaluation of Proposal Submittals, Negotiations, and Award of Contract .....	11
1.9. Project Time Period.....	11
1.10. Contract Negotiation and Award.....	13
<b>SECTION 2.00.....</b>	<b>14</b>
<b>TECHNICAL INFORMATION.....</b>	<b>14</b>
2.1. General.....	15
2.2. Scope of Work.....	15
2.2.1. Task 1: Background Review and Model Assessment .....	15
2.2.2. Task 2: Develop NJSEA Model.....	18
2.2.3. Task 3: Develop a List of Candidate Improvement Projects .....	21
2.2.4. Task 4: Estimate Improvements Costs and Investigate New Revenue .....	25
2.2.5. Task 5: Develop a Prioritized List of Recommended Improvement Projects.....	26
2.2.6. Task 6: Develop 2045 District Transportation Model (DTM) .....	28
2.2.7. Task 7: Cost Allocation and Fee Assessment .....	29
2.2.8. Task 8: Financial Plan of 2045 .....	30
2.2.9. Task 9: Future Plan Elements .....	31
2.2.10. Task 10: Prepare Draft Plan and Final Plan .....	32
2.2.11. Task 11: Provide Coordination and Technical Support for Meetings .....	33

<b>SECTION 3.00.....</b>	<b>36</b>
<b>PROPOSALS TERMS, CONDITIONS, FORMS AND DOCUMENT.....</b>	<b>36</b>
3.1. Instructions .....	37
3.1.1. New Jersey Business Registration .....	37
3.1.2. Ownership Disclosure .....	37
3.1.3. Public Law 2005, Chapter 51, N.J.S.A. 19:44a-20.13-25 (Formerly Executive Order 134) and Executive Order 117 (2008).....	38
3.1.4. Joint Venture.....	40
3.1.5. Sub-consultant .....	40
3.1.6. Cost Proposal .....	41
3.1.7. Proposal Delivery and Identification.....	41
3.1.8. Document Examination.....	42
3.1.9. Interpretation and Addenda .....	42
3.1.10. Causes for Rejection.....	42
3.1.11. Cost Liability .....	43
3.1.12. Contents of Proposal.....	43
3.1.13. Sales Tax.....	43
3.1.14. New Jersey Prompt Payment Act.....	43
3.2. Proposal Document Check List.....	44
3.3. FORMS.....	45
3.3.1. STATE OF NEW JERSEY – NJSEA Proposal Submittal Form.....	45
3.3.2. STATE OF NEW JERSEY – NJSEA Affidavit of Authorization.....	48
3.3.3. STATE OF NEW JERSEY – NJSEA Non-Collusion Affidavit .....	49
3.3.4. STATE OF NEW JERSEY – NJSEA Moral Integrity Affidavit.....	50
3.3.5. STATE OF NEW JERSEY - NJSEA Proof Of Valid New Jersey Public Works Contractor Certificate(s) .....	52
3.3.6. STATE OF NEW JERSEY – NJSEA Corporate Resolution Form.....	53
3.3.7. STATE OF NEW JERSEY – MACBRIDE Principals Form .....	54
3.3.8. STATE OF NEW JERSEY – NJSEA Notice To All Respondents Of Set-Off For State Tax .....	55
3.3.9. STATE OF NEW JERSEY – NJSEA SUB-CONSULTANT IDENTIFICATION FORM .....	56
3.3.10. STATE OF NEW JERSEY - NJSEA COST PROPOSAL FORMS.....	57
<b>SECTION 4.00.....</b>	<b>59</b>

<b>CONTRACT TERMS, CONDITIONS, FORMS, AND DOCUMENTs.....</b>	<b>59</b>
4.1. Contract Documents Examination .....	60
4.2. Intellectual Property Rights.....	60
4.3. Warranty-Software .....	60
4.4. Payment and Completion .....	61
4.4.1. Review and Acceptance of Applications for Payments.....	61
4.4.2. Review and Acceptance of Application for Final Payment .....	61
4.5. Waiver of Claims.....	62
4.6. Suspension of Work & Termination.....	62
4.7. NJSEA Right to Deduct Monies .....	62
4.8. Financial Records .....	62
4.9. Ethics Standards.....	62
4.10. Applicable Laws - General .....	63
4.11. Equal Employment Opportunity.....	64
4.12. Prevailing Wage Act.....	65
4.13. The Public Works Consultant Registration Act.....	65
4.14. Consultant's Compliance .....	65
4.15. Insurance .....	67
4.16. Contract Document Check List.....	68
4.17. Forms .....	69
4.17.1. STATE OF NEW JERSEY – NJSEA Affirmative Action Compliance .....	69
4.17.2. STATE OF NEW JERSEY – NJSEA Proof of Valid Business Registration Certificate .....	71
4.17.2. STATE OF NEW JERSEY - Ownership Disclosure Form.....	72
4.17.3. STATE OF NEW JERSEY – NJSEA Public Law 2005, Chapter 51 and Executive Order 117 (2008) Disclosure Form.....	74
4.17.5. Disclosure of Investment Activities in IRAN Form .....	78
4.17.6. STATE OF NEW JERSEY - Equal Pay Act.....	79
<b>TRANSPORTATION PLANNING SERVICES.....</b>	<b>80</b>
<b>CONTRACT.....</b>	<b>80</b>

## **SECTION 1.00**

### **GENERAL INSTRUCTIONS, EVALUATION OF PROPOSALS, AND SELECTION**

## 1.1. Invitation to Submit Proposals

### A. Background

The New Jersey Sports and Exposition Authority (NJSEA), formerly known as New Jersey Meadowlands Commission (NJMC), serves as the regional planning and zoning agency for the 30.3-square-mile Hackensack Meadowlands District (District), which consists of portions of 14 municipalities in Bergen and Hudson Counties.

The Hackensack Meadowlands Transportation Planning Act of 2005 and 2015 (the Act) established the District as a Transportation Planning District (TPD). This Act also resulted in the creation of a comprehensive Meadowlands District Transportation Plan (MDTP) in 2007 that identified transportation improvements and funding mechanisms needed to sustain future economic growth. The District-wide MDTP and District Transportation Plan Rules at N.J.A.C. 19:7-1 et seq. authorized the collection of fees on District development projects based upon a technical analysis of their projected impacts upon the transportation system. The MDTP plays an important role in the NJSEA's mission to improve mobility and safety of transportation for people and freight throughout the District.

Part of the NJSEA's ongoing regional transportation planning effort is to further develop and update the 2007 Meadowlands District Transportation Plan (MDTP) to reflect recent growth in the District and renew the transportation planning horizon to the year 2045.

### B. Objective

The purpose of this Project is to perform all work necessary to update the existing Meadowlands District Transportation Plan (MDTP), which was adopted in 2007 and projected for 2030 (MDTP 2030), and prepare the Meadowlands District Transportation Plan 2045 (MDTP 2045). The update will evaluate the District's transportation needs, incorporating the recent growth and transportation improvement projects in the District within the past twelve years. The update will review the candidate transportation improvements recommended in the MDTP 2030, and develop project recommendations that are needed to address existing transportation needs and support future District development over a time frame that reaches to the year 2045. The update will estimate the cost of the recommended transportation improvements and update the transportation mitigation assessment framework, including fee calculation methodology and VMT factors, to assure fair and sustainable growth in the District.

### C. Scope of Work

Respondents (hereinafter referred to as either "Respondent," "Consultant," or "Contractor") shall devise a scope of work adequate to achieve the Project purpose as described above within the time period specified. At a minimum, the respondent's proposed scope of work shall include narrative statements regarding project understanding and proposed Project approach, a detailed list of work tasks as described below, deliverables, a proposed management structure for completing the study according to the project schedule, and a list of key personnel assigned to each task.

With this consideration, the study can be accomplished by the execution of the following tasks:

- Task 1: Background Review and Model Assessment
- Task 2: Develop NJSEA Model
- Task 3: Develop a List of Candidate Improvement Projects
- Task 4: Estimate Improvements Costs and Investigate New Revenue
- Task 5: Develop a Prioritized List of Recommended Improvement Projects
- Task 6: Develop 2045 District Transportation Model (DTM)
- Task 7: Cost Allocation and Fee Assessment
- Task 8: Financial Plan of 2045
- Task 9: Future Plan Elements
- Task 10: Prepare Draft Plan and Final Plan
- Task 11: Provide Coordination and Technical Support for Meetings

The final deliverable of this study shall be the Meadowlands District Transportation Plan 2045 approved by the Meadowlands Transportation Planning Board and the NJSEA Board of Commissioners.

D. Study Area

The study area includes all lands under the jurisdiction of the NJSEA, consisting of the 30.3-square-mile Hackensack Meadowlands District (District), which encompasses portions of fourteen municipalities in two counties: Carlstadt, East Rutherford, Little Ferry, Lyndhurst, Moonachie, North Arlington, Ridgefield, Rutherford, South Hackensack, and Teterboro in Bergen County; and Jersey City, Kearny, North Bergen, and Secaucus in Hudson County. The District is bordered by Route 46 to the north; Routes 1 and 9 (Tonnelles Avenue) and the freight rail line owned by Norfolk Southern and CSX Corp. (the former Conrail main line) to the east; the Port Authority Trans Hudson (PATH) commuter rail line and Pulaski Skyway to the south; and Route 17, the Pascack Valley rail line and the inactive Harrison-Kingsland rail line to the west.

E. Project Schedule:

Request for proposals issued:	10/01/2019
Last day for questions:	10/21/2019
<b>Deadline for proposals:</b>	<b>11/12/2019</b>
Anticipated notification of selection:	January, 2020
Anticipated notice to proceed:	February, 2020

## 1.2. Preparation of Proposal Submittal

A. All Proposal Submittals must be received by the NJSEA no later than 2:00 p.m. on **November 12, 2019**. Proposals will NOT be accepted after the aforementioned date and time.

B. The Proposal submittal shall be as specified herein. Five (5) copies shall be submitted accompanied by an electronic copy of the Proposal submitted on a flash drive. If proposed by a corporation (joint venture, associated firms, etc.), the Proposal shall be signed by a corporate officer authorized to do so. If proposed by an individual, that individual shall sign the Proposal. One or more of the partners shall sign if the respondent is a company or partnership.

C. The Proposal submittals shall be furnished in a sealed envelope with the following information clearly indicated on the outside of the envelope: the name, address, and telephone number of the Respondent; the name of this project: “Request for Proposal – Meadowlands District Transportation Plan Update 2045.”

D. Also enclosed in the sealed envelope with the proposal shall be a copy of the firm’s Business Registration Certificate and the following completed documents, provided herein in Section 3.00, Proposal Terms, Conditions, Forms and Documents:

- 3.1 Proposal Submittal Form
- 3.2 Affidavit of Authorization (must be notarized)
- 3.3 Non-Collusion Affidavit (must be notarized)
- 3.4 Moral Integrity Affidavit (must be notarized)
- 3.5 Copy of Consultant’s and all sub-consultants’ valid New Jersey Public Works Contractor Certificate(s), pursuant to N.J.S.A 34:11-56.25
- 3.6 Corporate Resolution Form
- 3.7 MacBride Principals Form
- 3.8 Set-off for State Tax
- 3.9 Sub-Consultant Identification Form
- 3.10 Cost Proposal Forms

E. Any Proposal Submittal may be withdrawn prior to the date and time noted in paragraph A. above.

## 1.3. RFP and Proposal Clarification

All inquiries concerning this RFP including administrative and technical questions shall be made in writing and directed to Nadereh Moini, Ph.D, P.E., P.T.O.E., Chief of Transportation, at [nmoini@njsea.com](mailto:nmoini@njsea.com). All questions must be received on or before November 12, 2019 to be considered for a response. Inquiries will be answered at the discretion of the NJSEA in the form of a written addendum to this RFP to be posted on the NJSEA website and distributed to all registered respondents. Respondents must register their contact information with the NJSEA in order to receive notices and responses to questions regarding this RFP. **Verbal answers will not be binding.**



After the submission of Proposals, unless initiated by the NJSEA, contact with the NJSEA is limited to status inquiries only and such inquiries are only to be directed to the Chief of Transportation.

A Respondent may be required to give an oral presentation to the NJSEA concerning its Proposal. The NJSEA may also require a Respondent to submit written responses to questions regarding its Proposal.

The purpose of such communication with a Respondent, either through an oral presentation or a letter of clarification, is to provide an opportunity for the Respondent to clarify or elaborate on its Proposal. Original submitted Proposals, however, cannot be supplemented in a manner that results in material changes to the bid. No comments regarding other Proposals are permitted.

Respondents may not attend presentations made by their competitors.

It is within the NJSEA's discretion whether to require a Respondent to give an oral presentation or require a Respondent to submit written responses to questions regarding its Proposal. Action by the NJSEA in this regard shall not be construed to imply acceptance or rejection of a Proposal. The Chief of Transportation shall be the sole point of contact regarding any request for an oral presentation or clarification.

#### **1.4. Respondent Qualification**

A. Respondents wishing to be considered for selection as a potential provider of such services in connection with the proposed project must submit to the NJSEA a current statement of qualifications and supporting data for their firm and assigned staff to this project. The respondent shall provide the firm's experience on the execution of similar projects and capability of the firm to perform this project timely and efficiently. Respondents shall provide detailed resume information for the key personnel that will be assigned to work on each task of this study. Key personnel shall have demonstrated experience and expertise in the following areas: land use and transportation planning and modeling, traffic impact analysis, and transportation engineering.

B. Please note that Respondents are discouraged from presenting the resumes of firm personnel who will not play a significant role in carrying out the work program for the Project. The proposed contributions of key personnel shall be quantified in the detailed project budget. If the Respondent intends to team with another firm, information regarding said firm shall be submitted as part of the Qualifications section of the proposal, and proposal shall explicitly define which tasks will be performed by each firm. The internal organization chart shall be developed to demonstrate the mechanism of connection between staff of each firm to perform tasks effectively. Materials regarding general firm qualifications shall be limited to no more than five (5) pages. Resumes of key personnel shall be limited in length to no more than two (2) pages per person focusing on the pertinent experience.

C. Respondents shall provide contact information (Reference's name, email, phone number, and agency) for at least three (3) references for prior relevant experience.

### **1.5. Directions for Submitting Proposals**

A. As previously indicated, proposals must be received no later than **2:00 p.m., Tuesday, November 12, 2019**. Extensions will NOT be granted.

B. **Proposals shall contain the following (in addition to compliance and other forms as set forth herein):**

1. Cover page;
2. Title page on company letterhead indicating the name, address, telephone and fax numbers of the respondent, as well as the primary contact person and their email address;
3. Narrative statements regarding project understanding and proposed study approach;
4. Detailed scope of work including the Respondent's proposed approach to tackle each task;
5. Project schedule and staffing plan/organization chart;
6. Required forms and documents described above in Section 1.2D and presented in Section 3.00;
7. Firm qualifications (no more than 5 pages per firm);
8. Resumes of key personnel to be assigned to the project team (no more than 2 pages per person); and
9. Three (3) prior relevant work references.

C. All Proposal submittals must be received by the NJSEA no later than **2:00 p.m. on November 12, 2019** in accordance with the instructions provided in Section 3.1.7. Proposal Delivery and Identification.

D. Cost Proposal:

The respondent shall complete the cost proposal form depicted in Section 3.3.10.

### **1.6. New Jersey Business Registration Certificate**

Pursuant to N.J.S.A. 52:32-44, vendors must provide proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury. Respondent's business registration certificate must be submitted contemporaneously with the submittal. Failure to do so is a non-waivable defect and the submittal will be deemed non-responsive.

### **1.7. Causes for Rejection**

A. Proposal Submittals may be rejected for any or all of the following reasons:

1. Failure to provide a valid New Jersey Business Registration Certificate;
2. Failure to be responsive to these Documents;
3. Failure to include any required information with the submittal;
4. Determination of an actual or perceived conflict of interest;; and/or
5. Failure to disclose a potential conflict of interest.

B. The NJSEA reserves the right to waive any and all irregularities and informalities in the submission of proposals, and to request clarification of proposals prior to qualifying a firm.

## **1.8. Evaluation of Proposal Submittals, Negotiations, and Award of Contract**

### **A. Selection:**

A selection committee will be established to review the proposals submitted in response to this RFP. Proposals will be ranked based on factors stated in the following section. While not anticipated at this time, the NJSEA reserves the right to request an interview with Respondents if deemed necessary.

### **B. Evaluation Criteria:**

Proposals will be evaluated based on the following:

1. Experience and qualifications of the firm and staff: **(20 points)**
  - i. The availability of qualified and experienced personnel to complete the project; **(10 points)**
  - ii. The experience and capability of the firm and designated project team with respect to any special technologies, techniques, or expertise the project may require; **(5 points)**
  - iii. The experience of the firm and designated project team on projects of similar size and/or complexity; **(5 points)** and
2. Project Proposal: **(30 points)**
  - i. Demonstrated understanding of the issues relevant to this study; **(5 points)**
  - ii. Familiarity with the District; **(5 points)**
  - iii. Proposed study approach; **(15 points)**
  - iv. Proposed management/organizational structure; **(5 points)**
3. Cost Proposal: **(50 points)**
  - i. Proposed cost proposal/budget **(50 points)**

## **1.9. Project Time Period**

The Respondent shall complete the Project within a 20-month time period from the issuance of a Notice to Proceed. This period shall include five months to collect stakeholders feedback, internal feedback, MTPB feedback, public feedback, and then revise and provide the NJSEA with the final Project report for Board Approval and Plan adoption. The respondent shall demonstrate this capability in the proposal by allocating sufficient resources to meet the Project timeline limitation. The suggested time frame for each task is illustrated in the following figure. The timeline for each task may be modified by a Respondent. However, the project completion time frame is expected to not exceed 20 months.

## Development of Meadowlands District Transportation Plan 2045- October 2019

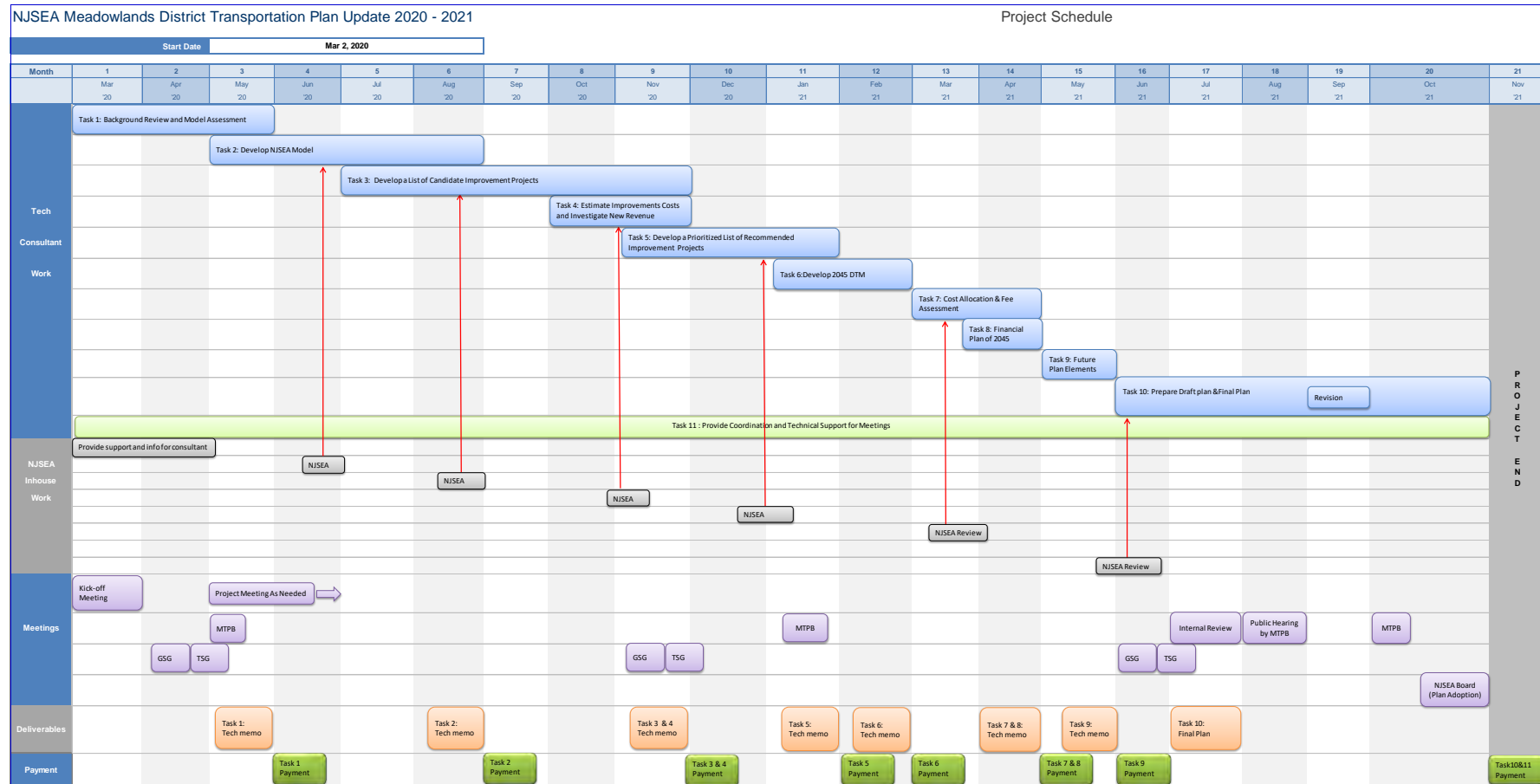


Figure 1: Suggested Project Timeline (for 20-month project time frame)

### **1.10. Contract Negotiation and Award**

The NJSEA will award the project to the most qualified, responsible Respondent whose Proposal conforms in all respects to the requirements set forth in the RFP and is deemed to be most advantageous to the NJSEA, price and other factors considered.

Pursuant to N.J.S.A. 52:34-12(f), after the Proposals are evaluated and ranked, the NJSEA reserves the right to negotiate the cost and contract terms of a proposed contract award with the potential winning Respondent. Such negotiations shall remain confidential until the Notice of Award. The NJSEA reserves the right to seek a Best and Final Offer (BAFO) from the winning Respondent. The BAFO may refine any portion of its original Proposal; however, all of the mandatory requirements of the RFP must be met and cannot be supplemented through the BAFO process. In response to the negotiation and BAFO process, the Respondent shall submit, in writing, any required revisions to its Proposal along with its BAFO submittal.

The Project shall be awarded by written notice. Within 14 days of the date of the Notice of Award, the responsible qualified Respondent shall properly and duly execute the Contract and deliver to the NJSEA the insurance certificate as detailed in this RFP. All evaluation, rankings, negotiations, and selections are subject to NJSEA Board approval.

The Award is not binding upon the NJSEA until the NJSEA has executed the Contract. The NJSEA will issue an official Notice to Proceed (NTP) to the selected Respondent. No person shall perform any Work in furtherance of the Contract until the Contract has been executed and the official NTP has been received.

**End of Section 1.00**

## **SECTION 2.00**

### **TECHNICAL INFORMATION**

## 2.1. General

As described in Section 1.00, the objective of this study is to update the existing Meadowlands District Transportation Plan (MDTP 2030) adapted in 2007. Detailed technical information and requirements are described in this section.

The anticipated general project schedule is as follows:

Notice to proceed issued:	February 2020
Technical work completed:	May 2021

## 2.2. Scope of Work

As one of the initial steps in the Project, respondent shall devise a scope of work based on the requirements and tasks in this Section 2 that is adequate to achieve the study purpose as described in Section 1.00 during the time period specified. At a minimum, the proposed scope of work shall include narrative statements regarding project understanding and proposed study approach, a detailed list of work tasks, deliverables, a proposed management structure for completing the study according to the project schedule, and a list of key personnel assigned to each task.

### *2.2.1. Task 1: Background Review and Model Assessment*

The technical consultant shall conduct a background review of the existing Meadowlands District Transportation Plan (MDTP 2030) and a thorough assessment of the NJMC Transportation Model (NJMC 2007 model), which were developed in 2007.

The review shall also include data compilation necessary for updating the NJMC 2007 model and an assessment of the modelling capability of the NJMC 2007 model. Initiating and establishing the initial Meadowlands Transportation Planning Board and Governing/Technical Stakeholder Group (see Task 11) meeting(s) will be concurrent with the execution of this task. At a minimum, the following subtasks shall be undertaken:

#### *Subtask 1.1 Background Review and Data Compilation*

This subtask shall include:

- Conducting a background review of MDTP 2030 and existing NJMC 2007 model developed in 2007.
- Evaluating the concepts/approaches used in the NJMC 2007 model and develop a preliminary approach to update the model.
- Compiling data for the base year model (2020), which includes:
  - Socioeconomic/demographic data (population, employment, income, etc.)
  - Changes to existing land use that occurred between 2007 and present.

- Any multimodal transportation improvements/changes that were made between 2007 and present, which may include:
  - Roadway/Highway (Intersection improvements, e.g. geometric, signal timing, new traffic signals)
  - Pedestrian (walkway, trails, lighting, new mid-block signals, and pedestrian bridges)
  - Cycling (dedicated/shared cycling pathways, added signal timing/heads, and trails)
  - Transit (new community shuttles and bus services, rail transit services, improvements in safety and security, park and ride services, and shared mobility services)
  - Freight (new freight roadway/waterway/railway/airway, new facilities, and station improvements)

NJSEA shall provide input on some of the above mentioned background data, such as changes to existing land use. However, any other information and data that is required to be compiled and is not furnished by NJSEA shall be folded under the consultant's responsibility.

Meeting(s) with stakeholders shall be scheduled at this stage to collect and incorporate their vision to improve transport facilities in the District and any adopting emerging technologies and trades.

All of the above mentioned data shall be presented to and approved by NJSEA before it can be used in the forecast model.

#### ***Subtask 1.2 Background Changes & Growth Forecasting***

This subtask performs the growth forecast of socioeconomic features and anticipates the expected changes to the District land use based on current and future trends. This subtask also investigates impacts of evolving technologies in socioeconomic and land use, which may divert current trends. The following tasks are expected to be performed under this subtask:

- Developing a rational methodology to forecast the growth of socioeconomic features (population, employment, income, etc.) from 2020 to 2045.
- Forecasting the expected changes in the District land use, based on the past and current trends, for 2045.
- Investigating and anticipating future changes in socioeconomic features and land use as a result of changes in transportation and trade, such as autonomous vehicles, ridesharing, and ecommerce. Some assumptions and different scenarios shall be considered in regard to future adaptation of emerging technologies, as the level of penetration is unknown. The results of this investigation shall be refined in future tasks.
- Incorporating any committed multimodal transportation improvements/changes from 2020 to 2045. This may include:



- Roadway/Highway
  - Committed intersection improvements, e.g. geometric, signal timing, new traffic signals
  - Committed bridge preservation and bridge project
  - Committed funds to roadway projects
- Pedestrian (committed walkways, trails, lighting, mid-block signals, and pedestrian bridges)
- Cycling (committed cycling pathways, added signal timing/heads, and trails)
- Transit (committed community shuttles and bus services, rail transit services, improvements in safety and security, park and ride services, and shared mobility services)
- Freight (committed freight roadway/waterway/railway/airway, facilities and station improvements)
- Including any committed land use development and redevelopment plans.
- Obtaining and incorporating relevant information from neighboring transportation planning agencies, such as the New York Metropolitan Transportation Council (NYMTC) Plan 2045 (or latest NYMTC plan), and North Jersey Transportation Planning Authority (NJTPA) Strategic Planning of 2045 (or latest NJTPA plan).
- Reviewing new advances in transportation planning from concept to technology to inform NJSEA staff and potentially incorporating this knowledge within future tasks after NJSEA approval.

#### ***Subtask 1.3 Assessment of existing NJMC 2007 Model***

TransCAD software was utilized to develop the NJMC 2007 model, which incorporated many of the products and procedures of the NYMTC Best Practices Model (BPM) as well as elements of the North Jersey Regional Transportation Model-Enhanced (NJRTM-E).

This subtask will conduct an assessment of the NJMC 2007 model, which shall include, but not be limited to:

- Reviewing the NJMC 2007 model and identifying the model capabilities to embrace future land use, transportation improvements and evolving technologies.
- Identifying required data/information to update the model for existing condition and future forecasts.
- Assessing TransCAD capabilities to meet current and future needs.
- Investigating and evaluating other transportation planning tools to identify the most robust application tool.

#### ***Subtask 1.4 Selection of Transportation Modeling Tool***

Benefiting from the findings of previous tasks, under this subtask the consultant shall evaluate and provide a recommendation on the most robust and comprehensive transportation modeling

tool (software) that embraces all modes of transportation in all stages of planning for various scenarios evaluated by the NJSEA model.

The transportation modeling tools that are evaluated may include, but not be limited to: CUBE, EMME4, TransCAD, and/or VISUM. The consultant shall provide evidence on the benefits of the recommended software compared with the other evaluated software. These benefits may include: output information, ease of maintenance and use in Graphical User Interface (GUI) environment, run time duration, and comprehensiveness. The selected tool shall demonstrate the flexibility to incorporate evolving concepts in transportation planning through the development of different scenarios, such as defining a new mode of transport (e.g. Autonomous Vehicle) with different levels of automation and penetration.

#### ***Subtask 1.5 Document Findings and Deliverables***

This subtask will document all processes and efforts performed in Task 1 along with the corresponding findings. The deliverables include:

1. Kick-off meeting and minutes.
2. Interim report containing:
  - a. List of data compiled for NJSEA transportation model.
  - b. A methodology to forecast future growth in socioeconomic features.
  - c. NJMC 2007 transportation model assessment findings.
  - d. Final assessment of the determination of NJSEA 2045 transportation model.
  - e. A list of land use developments/changes expected within the district from 2020 to 2045.
  - f. A list of committed multimodal transportation improvements/changes within the district from 2020 to 2045.
3. Coordinate and organize Meadowlands Transportation Planning Board (MTPB) meeting (one of four meetings as described in Task 11).
4. Establish Governing and Technical Stakeholder Groups (GSG and TSG, respectively) and hold meetings with each group individually (two of six meetings as described in Task 11).

Expected Time Frame: 3 months

#### ***2.2.2. Task 2: Develop NJSEA Model***

Three modeling scenarios shall be developed by the end of this task, as shown in the following table:

Scenario		Land Use	Transportation
1	Base Year (2020)	Existing conditions	Existing system
2	Base Year plus Committed Projects	Existing conditions plus committed land development	Existing system plus committed projects
3	Build Year (2045)	Existing conditions and future land development	Existing system plus committed projects plus forecasted traffic volume

These three scenarios are established so that the system-wide outputs are segregated and can be used in developing the NJSEA 2045 District Transportation Model (DTM) and fee assessment framework in later tasks.

***Subtask 2.1 Develop Base Year (2020) Model - Scenario #1***

Scenario #1 represents the existing (2020) roadway network and traffic volumes. Using the findings of Task 1, the consultant shall construct the NJSEA model under the selected transportation planning tool.

This subtask includes:

- Migrate the NJMC 2007 model to the new planning software (if applicable).
- Re-structure/update the model with current trip and Traffic Analysis Zone (TAZ) tables (if applicable)
- Review and update geo-coding of businesses.
- Review and update land use classifications, household survey, demographics, etc.
- Review and update Trip generation rates (for trip-based model) or Activity generation (for activity-based model), including the provision of future changes such as impacts of Autonomous Vehicle (AV) on the number of trips within households.
- Review and update trip distribution (for trip-based model) or tour and trip destination choice and trip time of day (for Activity-based model).
- Review and update mode choice model containing all modes of transportation, including Transportation Network Companies (TNC) such as Uber & Lyft, for the inclusion of first and last mile. The Consultant shall make all efforts to extract TNC data or provide a reasonable estimation of a number of trips completed using TNC.
- Review and update traffic assignment model for all modes of transportation.
- Calibrate and validate the transportation network model (Base year model).

By the end of this subtask, existing transportation deficiencies shall be identified and documented using the most current traffic data. The product shall be presented to NJSEA and NJSEA feedback shall be incorporated into the developed model.

***Subtask 2.2 Develop Base Year plus Committed Projects Model -Scenario #2***

Scenario #2 will be developed by the inclusion of the committed land use development and transportation projects to the Scenario #1 model. It is expected that these committed projects will resolve some of the current traffic problems. This scenario analyzes how the current roadway network and committed projects will handle existing traffic volumes and demonstrates the efficiency of transport facilities to move all people and freight. This analysis facilitates the identification of roadway improvement needs in Task 3.

***Subtask 2.3 Develop Build Year (2045) Model - Scenario #3***

Scenario #3 represents 2045 Build Year, which includes the model from Scenario #2 plus projected changes in socioeconomic, traffic volume, and land use development to 2045, as compiled and projected in Task 1. A list of future transportation deficiencies will be identified and documented in this scenario. Due to the uncertainty created by emerging technologies, other alternative scenarios (Sub-scenarios) should be considered for the Build Year (2045) Model. This Model will be updated under Task 6 to develop the NJSEA DTM. The Sub-scenarios to be considered include, but are not limited to:

- Land use & roadway: The expansion of ecommerce and the penetration of AV are expected to change land use trends and roadway requirements.
- Dedicated AV lanes: In the lead up to the full penetration of AV, a dedicated lane might be allocated in State highways or major arterials for AV or AV shuttles.
- Number of trips: A number of trips may surge due to increased mobility for the disabled, seniors, and youths using AV and ridesharing.
- Mode choice: A number of conventional modes may increase due to ridesharing, flexible on-demand shuttles and transit services, or AV.
- Trip assignment: Trips may be assigned to particular roadways with the dedicated AV lanes before a full penetration of AVs.

While the development of future scenarios can be a challenging endeavor, the prior tasks and the selection of a flexible transportation modeling tool provide a relatively robust basis to perform this task.

***Subtask 2.4 Document findings***

This subtask will provide a technical memorandum/report to document all processes and efforts performed in this task along with the three models developed under Subtasks 2.1, 2.2 and 2.3. The report shall include clearly defined assumptions, data used for each scenario, and the calibration and validation process. The three models shall be presented to NJSEA and any feedback from NJSEA shall be incorporated into the final product.

*Deliverable(s):*

- Technical memorandum detailing the model building process
- A list of existing transportation deficiencies from Scenario #1
- A list of future transportation deficiencies from Scenario #3 and developed alternative Sub-scenarios

Expected Time Frame: 4 months

***2.2.3. Task 3: Develop a List of Candidate Improvement Projects***

Using the findings of Task 2 in identifying transportation deficiencies, the technical consultant shall develop a list of candidate improvement transportation projects.

As recognized and outlined by USDOT<sup>1</sup> in the latest revision of MAP-21 (USC 2012)<sup>2</sup>, the following **key factors** shall be considered in developing candidate improvement transportation projects:

- Support the economic vitality of the District especially by enabling global competitiveness, productivity, and efficiency.
- Increase the safety of the transportation system for motorized and non-motorized users.
- Increase the security of the transportation system for motorized and non-motorized users.
- Increase the accessibility and mobility of people and freight.
- Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns.
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
- Promote efficient system management and operation.
- Emphasize the sustainability and preservation of the existing transportation system.
- Improve the resiliency and reliability of the transportation system.

Additionally, the technical consultant shall identify indicators or benchmarks to demonstrate how the recommended projects satisfy the aforementioned factors using quantitative and qualitative methods. The abovementioned factors initiate a multimodal approach to solve many of the District's transportation challenges. All of these projects and plans shall be recommended with interoperability consideration. Disconnected systems and projects will create an isolated and ineffective transportation system that cannot operate and function in harmony. With this consideration, the following subtasks shall be undertaken to satisfy these key factors:

---

<sup>1</sup> Strategic issues facing Transportation, Volume 6, NCHRP Report 750, Washington DC, 2014.

<sup>2</sup> USC. 2012. Chapter 53 of Title 49, United States Code, as amended by MAP-21, Section 5303(h)(1).

### *Subtask 3.1 Public Transit*

This subtask will design and develop a methodology to recommend improvement projects for public transit with the consideration of recommendation plans for first and last mile. It is important that the technical consultant look at transit more comprehensively as a system, rather than an individual component. The analysis shall focus on providing local transit connectivity among areas with different land uses and on the connection of low income families with major transit hubs, attraction places, jobs, and businesses. The Transit Score formula developed by NJ Transit can be used in this analysis. The list of public transit improvements shall contain all forms of public transit including demand response services (integration of traditional demand and response with Uber and Lyft services), shuttle services, flexible route on-demand transit services, shared mobility and ridesharing. While it is difficult to predict exactly the impacts of vehicle automation and TNC on vehicle ownership, these new evolving technologies re-energize cities and compact suburbs to a less car-dependent way of life, with more walking and biking and use of public transit. Hence, it is important that the technical consultant considers these potential impacts to develop a list of potential transit improvement candidates with the goal of creating interesting, vibrant, walkable areas to transit facilities. A list of candidate improvements shall be developed and incorporated into the NJSEA model developed in Task 2 (Scenario #3) to demonstrate the anticipated benefits of these improvements. The anticipation of these benefits is vital for the prioritization of the improvement projects.

### *Subtask 3.2 Roadway*

Roadway improvement candidate projects shall be aligned with Complete Streets policies, which promote livable built environments that serve multiple functions. The roadway improvement candidate projects, as classified below, shall consider the deployment of mature technologies in Vehicle-to-Vehicle (V2V) and Vehicle-to-Infrastructure (V2I) that not only promote safety and mobility for all road users, but also provide a flexible platform for embracing emerging technologies to be adopted in near future.

A methodology shall be developed to recommend roadway improvement candidate projects based on the following classifications:

1. Roadway segments: This macro-level component shall include linear segments of all types of roads (e.g. local, collector, arterials, and expressways/freeways). It shall identify improvement needs along each roadway segment based on one or all aforementioned factors outlined in MAP-21, including but not limited to, safety, mobility, preservation, and environment impacts. The suitability of deployment of some V2I applications (e.g. Speed Compliance in Work/School Zone or Curve Speed Compliance) or AV applications (e.g. dedicated AV lane) should be investigated and considered.
2. Roadway interchanges: This micro-level component shall include analyzing uncontrolled or yield-controlled ramp junctions that facilitate merging and diverging maneuvers to/from major roadways. It shall identify improvement needs for ramp junctions. HCS, Synchro, or other suitable tools approved by the NJSEA can be used in this level of

analysis. The suitability of deployment of some V2V and V2I applications such as Wrong-Way Entry, Lane Change Warning, Blind Spot Warning, or Curve Speed Compliance should be investigated and considered.

3. Roadway intersections: This micro-level component shall include analyzing signal- and stop-controlled roadway junction points. It shall identify improvement needs based on analysis of historical crash data, and available intersection and approach capacity to handle traffic volumes passing through the intersection. HCS or Synchro shall be used in this level of analysis. The suitability of deployment of some V2V and V2I applications such as Signal Phasing and Timing, Red Light Violation Warning, Vehicle Turning Right in front of Bus Warning, or Intersection Movement Assist should be investigated and considered.
4. Corridor: This macro-level component shall identify and analyze corridors to improve safety and reliability of traffic on and among highways, arterials, and collectors. The analysis shall identify priority areas for immediate, near, and long term action plans.

A list of candidate improvement projects shall be developed for each of the abovementioned components and the output from the respective modelling software shall be summarized to show the benefits of these improvements.

#### ***Subtask 3.3 Pedestrian***

A methodology shall be developed to identify improvements related to pedestrians needs. The analysis shall focus on improving pedestrian facilities to motivate and increase the willingness of people to walk. A list of candidate improvements for pedestrians shall be developed in a manner to increase the safety, mobility, and security of pedestrians. The suitability of deployment of some Vehicle-to-Pedestrian (V2P) or Pedestrian-to-Infrastructure (P2I) applications such as Pedestrians in Signalized Crosswalk Vehicle Warnings, Mobile Accessible Pedestrian Signal Systems, or Pedestrian Collision Warnings should be investigated and considered.

#### ***Subtask 3.4 Bicycle***

A methodology shall be developed to identify candidate improvements for bicycle paths. The following two priority areas shall be considered in developing this list:

1. The District currently has two major greenway/trail routes that are in various stages of completion. The analysis shall focus on connection and completion of these two routes and expansion beyond their existing scopes to a larger cyclist network.
2. The analysis shall assess local routes to expand the District cyclist network from shared to dedicated cyclist paths. The connectivity to major residential, employment centers, and transportation facilities shall be a key factor.

A list of candidate improvements for bicycle route system shall be presented at the end of this subtask.



### *Subtask 3.5 Freight*

The District is located within the Port Authority of New York and New Jersey's (PANY/NJ) Port District<sup>3</sup>, which comprises an area roughly within a 25-mile radius of the Statue of Liberty, which includes the largest port on the East Coast. The PANY/NJ's Port District includes Port Newark, Elizabeth-Port Authority Marine Terminal, Port Jersey-Port Authority Marine Terminal and the busiest airport in the country, Newark Liberty International Airport, and contains major truck routes and highways. As a result of the District's warehouse and logistics land uses and close proximity to the Port District facilities, a methodology shall be developed to identify improvements for all modes of freight distribution within the District. It is important to engage private sector stakeholders and the general public in this discussion in order to successfully integrate freight into the transportation network. The suitability of deployment of some V2V and V2I applications, such as Freight Specific Dynamic Travel Planning and Performance, should be investigated and considered.

A list of candidate improvements for the freight network shall be presented at the end of this subtask.

### *Subtask 3.6 District-Wide Programs*

In addition to identifying specific transportation network or service improvements to support District growth over the next two decades, the MDTP 2045 shall include several initiatives intended to: support the regular response to smaller scale needs that will emerge as specific development proposals or new pilot projects become a reality; monitor conditions; explore additional options; and administer the District transportation impact fee collection procedures. Many of these activities will be undertaken in partnership, with respect to both collaboration and funding, with the appropriate agencies to respond to identified key factors. This program shall conform with new Federal and State initiatives and programs.

With these considerations, this subtask shall classify small scale projects as described above and provide recommendations on how to proceed with these projects on an annual basis over the next two decades.

The District-wide program shall include collaboration with local stakeholders to define small projects and incorporate them into the NJSEA model on a regular basis. Hence, it is imperative that the technical consultant provides a stepwise framework and develop a necessary platform in the transportation model to incorporate future improvement projects into NJSEA 2045 DTM. Then, the technical consultant shall establish a training program for the NJSEA staff to demonstrate how the future changes should be reflected into the NJSEA 2045 Model.

---

<sup>3</sup> Port Authority of New York and New Jersey, <https://www.panynj.gov/port/pdf/port-master-plan-2050.pdf>, accessed August 2019.



### ***Subtask 3.7 Data and Systems Connectivity***

Asymmetric and unconnected systems create a transportation system that is incoherent, ineffective, and unproductive, which cannot service all users efficiently. Consequently, to be efficient and effective, the District transportation system must incorporate emerging technologies seamlessly.

The technical consultant shall develop multimodal improvement candidate projects with a data and systems interconnectivity plan in mind, in which all modes of transport, from origin to destination points, are seamlessly connected. The data and systems connectivity are not limited to the District borders. Consequently, the technical consultant shall develop a high level data and systems communication plan that is necessary for effective deployment of some candidate improvements such as the development of multi-modal trip planning apps from origin to destination points. The NJSEA 2045 DTM envisions that mobility is a service platform that enables an open marketplace to meet customer needs.

### ***Subtask 3.8 Documentation***

The technical consultant shall prepare a task report describing the methodology and analysis processes to develop candidate improvements, and benchmarks to assess the effectiveness of these improvements, in order to satisfy the identified key factors. The task report shall include a list of candidate improvements for each noted mode of transport and a map depicting the candidate improvements, if appropriate.

At the end of this task, the outcome shall be presented to GSG and TSG (see Task 11), and their feedback should be incorporated into the developed lists.

#### ***Deliverable(s)***

- Technical memorandum describing the methodology and analysis processes used to develop the candidate improvements, the list of improvements defined in each subtask along data and systems connectivity, and maps depicting the candidate improvements.
- Hold GSG and TSG meetings (four out of six meetings)

Expected Time Frame: 5 months

### ***2.2.4. Task 4: Estimate Improvements Costs and Investigate New Revenue***

The technical consultant shall develop an order-of-magnitude cost estimate for each candidate improvement identified in Task 3. The cost estimate can utilize AASHTOWare Project Estimation guidelines (most up-to-date version), the most recent NJDOT bid price report, or the USDOT's Capital Cost Database, as appropriate and approved by NJSEA. Additionally, the technical consultant shall investigate and report new financial mechanisms and funding streams on local, county, State, and Federal levels to sponsor new improvement projects. These can include the establishment of public/private partnerships on different levels and identification of a funding stream for each group of candidate improvements from transit, road and freight, to cycling and walking. Hence, it is essential that the technical consultant identifies a mechanism

of funding for each improvement candidate for which a cost is estimated. These proposed funding streams and financial mechanisms shall be presented to and approved by NJSEA staff.

*Deliverable*

- Technical memorandum describing the mechanism of funding and the recommended funding stream

Expected Time Frame: 2 months

***2.2.5. Task 5: Develop a Prioritized List of Recommended Improvement Projects***

Using the results of Tasks 3 and 4, the technical consultant shall develop a prioritized list of recommended improvements and a planning scheme to deploy improvements over the next 25 years.

***Subtask 5.1 Recommended Improvements***

In this subtask, the technical consultant shall review the list of candidate improvements in the context of satisfying one or more key factors defined in Task 3. The recommended candidate improvements shall also weigh positively and respond robustly to the following inquiries:

- Does the improvement enhance travel options and multi-modal connectivity, which may include cars, transit, ridesharing, walk, bicycling, and freight?
- Does the improvement provide transport for all (e.g. disabled/veterans, seniors, youth, low-income families)?
- Does the improvement provide a seamless travel option within the District and promote the District travel connectivity beyond the limit of the District?
- Is the improvement economically sound and promote social welfare (transport equity)?
- Does the improvement promote people mobility (vs. vehicle mobility)?
- Does the improvement support and deploy the application of emerging technologies such as V2X (Vehicle-to-Everything) and CAV (Connected Automated Vehicle)?
- Can the improvement be integrated seamlessly to emerging technologies?
- Does the improvement align with environmental preservation, and does it promote sustainability?
- Are candidate projects identified in all 14 municipalities within the District?
- Is the improvement project requested and/or supported by public officials and locals?

The technical consultant shall investigate other elements that are crucial in the prioritization of recommended improvements.

***Subtask 5.2 Prioritization and Staging Plan***

The prioritization plan shall be developed to provide a scheme to prioritize and rank the recommended improvement projects for implementation. Priority shall be given to

recommended improvement projects that satisfy more key factors defined in Task 3 and provide positive responses to inquiries noted in Subtask 5.1. The technical consultant shall also investigate and proposed other elements that should be considered for prioritization. These elements and variables shall be approved by NJSEA. Subsequently, the technical consultant shall develop a prioritization methodology on how defined factors, elements, and variables contribute to ranking. Furthermore, the prioritization methodology shall develop a staging plan for the deployment of improvement projects from short to long term. It is noted that the current MDTP 2030 staging plan includes five stages, each stage lasting five years. The allocation of each project to each stage will be refined further in Task 8. The proposed methodology and the deployment ranking mechanism shall be approved by NJSEA.

#### ***Subtask 5.3 Zoning and Policy Recommendations***

New emerging technologies will not only revolutionize the way that people transport but also impact current zoning, land use, buildings, and roadways. The modification of associated codes and regulations is essential for seamless deployment of evolving technologies in the District and prosperity of the region. The District land use policies and regulations shall recognize these upcoming changes and may be revised accordingly to accommodate new emerging technologies in the District. Some examples of these changes are as follows:

- As the level of impacts of AV technology on mobility and modal shift is uncertain, the consideration of dedicated AV lanes with fewer points of ingress/egress than local roads in early stage of AV adoption is imperative.
- Existing zoning regulations might be revised to reduce the required number of parking spaces, as appropriate, and provide new accommodations for drop-off areas.
- Appropriate areas shall be identified to locate AV parking and determined how peripheral parking structures may impact adjacent land uses. Zoning regulations and building codes may need to be revisited for AV parking to re-assess requirements for human-centered amenities in parking facilities, such as climate control, passageways, turning radius, elevators, and potentially even lighting.

These are a few examples of potential changes that AV may impose on current land use, building codes, and zoning regulations. By utilizing the findings of prior tasks, the technical consultant shall make every attempt to identify such potential changes in NJSEA regulations.

#### ***Subtask 5.4 Prepare Technical Report***

The technical consultant shall prepare a task report describing the data and processes used to develop the prioritized list of recommended improvement projects and policies. The task report shall include a map and detailed prioritization staging plan as described above.

*Deliverable(s):*

- Technical report describing the list of recommended improvement projects, prioritization methodology, staging plan to deploy the recommended projects, and recommended updates in policies and regulations.
- Present progress report at MTPB meeting (Second of four meetings).

Expected Time Frame: 3 months

### ***2.2.6. Task 6: Develop 2045 District Transportation Model (DTM)***

Built on NJSEA Model-Scenario #3 constructed in Subtask 2.3, the recommended improvement projects shall be modeled in phases as defined in the staging plan established in Subtask 5.2. The technical consultant shall develop scenarios and analyze findings when the recommended candidate improvement projects in the District are implemented as designed in the Staging plan. The findings shall demonstrate that the recommended candidate improvement projects do not have any adverse impacts on or lessen the benefits of other recommended projects, and all recommended projects work in harmony. To satisfy the objective of this task, the following subtasks are identified:

#### ***Subtask 6.1 Proposed 2045 DTM***

NJSEA Model developed in Subtask 2.3 shall be updated to include the recommended improvement projects. These updates shall be applied in phases as constructed in the staging plan. At the conclusion of each stage, the model assessment, Subtask 6.2, shall be carried out to analyze the outcomes using performance indicators or benchmarks initiated in Task 3. The proposed 2045 DTM shall contain all recommended improvement projects through the end of the deployment of last phase/stage.

#### ***Subtask 6.2 Findings Assessments***

The consultant shall utilize the indicators or benchmarks identified in Task 3 to evaluate the performance of recommended improvement projects and investigate whether they satisfy the key factors and elements identified in Task 3 and Subtask 5.1 as projected. While each recommended improvement project is examined individually against key factors to demonstrate positive responses to the key elements, the deployment of all projects within each stage may not yield the same result. Furthermore, this task will analyze the robustness of data and system connectivity of the recommended improvement projects, as identified in Subtask 3.7.

#### ***Subtask 6.3 Model and Projects Validation***

The outcomes of Subtask 6.2 shall furnish a robust foundation to examine whether 2045 DTM will satisfy all identified objectives. If necessary, the scope of a recommended improvement project shall be modified or a recommended project shall be replaced with a more suitable one until all recommended projects work in harmony and satisfy the intended objectives.

#### ***Deliverable:***

- Technical report explaining how 2045 DTM, and scenarios are developed, and the model is validated.

Expected Time Frame: 2 months

### ***2.2.7. Task 7: Cost Allocation and Fee Assessment***

The NJSEA is responsible for the assessment and collection of development fees on development that increase the number of trips burdening the District transportation system.

In determining the basis for assessing development fees, in accordance with the Act, the NJSEA is required to develop reasonable formulas for fee assessment that rely upon established planning models. The fee assessment framework shall supplement, but not replace, public investment in the transportation system, recognizing that the cost of pre-existing problems shall not be charged to a new development. As such, the framework shall be designed to ensure that no property owner or developer pays more than their fair share of improvement costs. With this consideration, this task can be pursued by establishing the following three subtasks:

#### ***Subtask 7.1 Cost Allocation***

This subtask defines which proportion of trips shall be a private sector share to be paid by private development. To identify the private share, the following steps should be undertaken:

- **Project Segregation:** Projects addressing existing District deficiencies shall be segregated from the improvement projects required to meet the future development and economic growth.
- **Exempt Projects:** the projects exempted from the fee assessment, including but not limited to affordable housing projects, shall be removed. The technical consultant shall review the current list of exempt projects and provide recommendations to potentially update and modify the exemption list.
- **Private Sector Share Estimation:** The proportion of the implementation costs of improvement projects shall be calculated for public and private sectors for all transportation modes.

Upon the estimation of the private share, the total private share costs of all recommended improvement projects defined in Task 5 and validated in Task 6 shall be calculated, which can be utilized in the subsequent subtask. The technical consultant shall assess the outcomes of Task 4 to examine whether another approach is more suitable to yield the private share. The proposed approach shall be reviewed and approved by NJSEA before further application.

#### ***Subtask 7.2 Fee Development Methodology***

This subtask develops a methodology to estimate the private share fee for traffic generated by new developments. NJSEA currently utilizes the fee formula codified at N.J.A.C. 19:7-5.1 et seq. The method uses the Vehicle Miles Traveled (VMT) factor and VMT rate to assess the private share fee. Initially, the technical consultant shall review literature and practices to investigate the suitable methodology to compute this fee. If the current methodology yields the most appropriate technique, the technical consultant shall determine the VMT factors for the land-use sub-categories defined and selected by the NJSEA. Furthermore, the VMT rate shall be updated. The

technical consultant shall work with NJSEA staff to acquire guidance to develop a fair and reasonable fee assessment framework for the District.

***Subtask 7.3 Credit Estimation and Application Procedures***

The developers may be entitled to a credit against the transportation mitigation fee assessment. This task will develop a list of transportation efficiency credit programs and establish a procedure to calculate and apply the credits. Credits shall be estimated based on transportation improvements constructed or transportation efficiency credits facilitated by developers. The technical consultant shall update and expand the current list of credit programs with additional emphasis on the following:

- Carbon-free trips
- EV infrastructure
- Non-motorized facilities, such as dedicated bike lanes and enhanced pedestrian walkways
- Ridesharing & carpooling

***Deliverable:***

- Technical memorandum describing methodologies developed for the fee assessment and the credit procedures

Expected Time Frame: 2 months

***2.2.8. Task 8: Financial Plan of 2045***

Using the findings of Tasks 4, 5, and 6, this task will develop a fund distribution methodology to accomplish the following:

1. Refine the staging plan developed in Task 5 with segregation of public and private financial obligations, and
2. Allocate private sector share funds among refined staged plan for recommended improvement projects identified in Task 5 and validated in Task 6.

The fund distribution methodology shall consider the provision of the Act at N.J.S.A. 5:10A-74, which mandates, “At least 30% of any development fees collected in accordance with this section shall be used for transportation related projects within the municipality where the development, for which a particular fee was collected, is located.” In compliance with the Act, the Financial Plan of 2045 shall assign each improvement project to one or more implementation plan stages, if necessary. The projects assigned to more than one stage shall be clearly planned in phases defining which phases shall be completed by the end of each stage.

At the close of the timeframe within the Financial Plan of 2045, it shall be assumed that all projects will be built and all estimated revenue collected will be spent.

*Deliverable:*

- Technical memorandum documenting the developed methodology, the Financial Plan of 2045 demonstrating the allocation funds among recommended improvement projects.

Expected Time Frame: 1 months

**2.2.9. Task 9: Future Plan Elements**

This task will recommend additional planning and policy initiatives that may warrant further study, given the limitations of existing funds, policies, regulations, and technologies. Such future initiatives or programs might have been identified in prior tasks, but were eliminated in the prioritization list or even not yet considered. The technical consultant shall investigate, identify, and list these initiatives and programs to be included and considered into a future District Transportation Plan update or amendment. These initiatives range from policies and regulations, to new projects and programs warranted as a result of embracing evolving technologies.

From a policy perspective, some of the strategic elements and queries that may shift or change the current District policy are as follows:

- How can District policies help transition the market from privately owned automobiles powered by fossil fuels to a predominantly shared-use, electric vehicle model?
- How District policies prevent the shift of people from public transit to a lower occupancy shared mode, which contributes to more congestion?
- How can District policies encourage mixed-use development and mandate or incentivize alternatives to driving?
- How can District policies promote livability, workability, and sustainability in District neighborhoods?
- How can District zoning regulations and building codes incorporate aerial drone delivery and operations?
- How can District policies further promote regional cooperation and sharing of resources?
- How can District policies further promote intergovernmental coordination?

From a technical perspective, some strategic elements that may be considered for future recommended projects include the following:

- How can the District's existing infrastructure be expanded to incorporate a complete network of V2I infrastructure?
- How can the current District traffic infrastructure evolve to AV-friendly infrastructure (i.e. traffic signals, signs, and street markings)?



- How can the District's communication infrastructure (fiber or wireless communication) be upgraded to establish more reliable connections among infrastructure and between infrastructure and Traffic Management Center (TMC)?
- How can the District transportation infrastructure be modified or upgraded to provide the mobility for all including the disabled, seniors, and low-income individuals?
- How can the current systems promote data connectivity amongst transportation infrastructure?
- How can improvement projects upgrade and expand the network of first/last mile options to advocate for public transit?

The technical consultant shall enhance this list and provide macro level recommendations on projects and policies that are deemed to be incorporated into future planning.

*Deliverable:*

- Technical memorandum documenting the future plan elements and recommendations on projects and plans to be incorporated into future planning.

Expected Time Frame: 1 month

***2.2.10. Task 10: Prepare Draft Plan and Final Plan***

***Subtask 10.1 Consistency with Other Plans***

The technical consultant shall ensure that the Plan is consistent with all other applicable plans in the region, inclusive of the following: NJSEA Master Plan, statewide long-range transportation plan, County plans and NJTPA regional transportation plan. (This task will start from the beginning of the study process and be incorporated through every stage of review).

***Subtask 10.2 Prepare 2045 MDTP Draft***

Using the findings of all prior tasks, the technical consultant shall prepare a technical Draft 2045 MDTP for review by the MTPB, NJSEA, GSG, TSG, and the public. According to P.L.2015, c.19 (C.5:10A-69 through C.5:10A-81), the MDTP shall establish goals, policies, needs and improvement priorities for all modes of transportation, including walking and bicycling within the District for the ensuing 20 years following the effective date of the Act. The Draft 2045 MDTP shall address goals, policies, needs and improvement priorities through plan year 2045.

The MDTP shall quantify transportation needs arising from a reasonable assessment of likely growth within the District as reflected in the Master Plan and shall set forth a program that includes proposed transportation projects designed to address existing transportation deficiencies, accommodates travel demand from future development, embraces emerging technologies, and recommends refinements in current policies and regulations. The program of candidate improvement projects must be prioritized, phased in the staging plan, and validated as defined in prior tasks.



Finally, the MDTP must include a financial element that includes a statement of projected revenues and expenses for the District, including all project costs. Projected revenues shall include funds from all sources, including Federal, State, County, municipal, regional authorities, development fees, and any other revenue sources as identified in prior tasks. The financial element shall set forth public and private sector financial resources that may be available to fund, in whole or in part, those transportation improvement projects presented in the MDTP. The MDTP must also make recommendations for the types and rates of development fees to be assessed within the District, formulas to govern the assessment of those fees, and the projected annual revenue to be derived from the assessment of fees. Lastly, the MDTP shall incorporate future plan elements to highlight the District's future path.

***Subtask 10.3 Draft MDTP Presentation and Solicitation of Comments***

Once the Draft MDTP is prepared, the technical consultant shall go through the following review process and incorporate comments from each level of review:

- Present Draft Plan to NJSEA staff and incorporate comments
- Present Draft Plan to Stakeholders Group (final two of the six meetings) and incorporate comments
- Present Draft Plan at the public hearing held by the Meadowlands Transportation Planning Board (third of four meetings) and incorporate comments, as directed by NJSEA.

***Subtask 10.4 Finalize and Present 2045 MDTP Plan***

After addressing and incorporation of all comments as described in Subtask 10.3, the consultant shall prepare the final plan for presentation to the MTPB and NJSEA.

***Deliverables:***

- Present Draft Plan to GSG and TSG (final meetings)
- Present Draft Plan at public hearing held by MTPB (three out of four MTPB meetings)
- Prepare a report on public comments and their disposition
- Finalize Meadowlands District Transportation Plan
- Present Final Plan at MTPB meeting (final meeting)
- Present Final Plan at NJSEA Board of Commissioners meeting (final meeting)

Expected Time Frame: 2 months

***2.2.11. Task 11: Provide Coordination and Technical Support for Meetings***

Several types of meetings are anticipated to be held throughout the course of this project. The types of meetings and the anticipated number of meetings are as follows:

<u>Meeting</u>	<u>Number</u>
<ul style="list-style-type: none"> <li>• Project meetings between the technical consultant and NJSEA</li> </ul>	As necessary
<ul style="list-style-type: none"> <li>• Meadowlands Transportation Planning Board (MTPB) meeting (including one public hearing)</li> </ul>	4
<ul style="list-style-type: none"> <li>• Governing Stakeholders Group (GSG) meeting</li> </ul>	3
<ul style="list-style-type: none"> <li>• Technical Stakeholders Group (TSG)</li> </ul>	3
<ul style="list-style-type: none"> <li>• NJSEA Board of Commissioners meeting</li> </ul>	1

The technical consultant shall be responsible for organizing and contacting meeting participants, coordination of meeting schedules, preparation of meeting materials, graphics, handouts, presentation boards, and presentation slides, as needed, for all the meetings in this task. The NJSEA will provide a venue for the meetings.

The technical consultant shall be responsible for recording all comments and outcomes resulting from the meetings and incorporating them into the study/analysis process of various tasks of this project, as necessary. All changes shall be presented to and approved by NJSEA.

***Subtask 11.1 Project Meeting between the Technical Consultant and NJSEA Staff***

A project kick-off meeting will be held at the beginning of the project. Thereafter, the technical consultant will meet (virtually or in person) with NJSEA staff at least once a month throughout the course of the project.

***Task 11.2 Meadowlands Transportation Planning Board (MTPB) Meeting and Public Hearing***

In accordance with the Act at N.J.S.A. 5:10A-72, “The Meadowlands Transportation Planning Board (MTPB) shall consist of *“the Commissioner of Community Affairs or the commissioner’s designee; the Commissioner of Transportation or the commissioner’s designee; a representative from the ridesharing organization EZ Ride or its successor organization; a representative of the Hackensack Meadowlands Municipal Committee; a representative of the Meadowlands Regional Chamber of Commerce; and four public members appointed by the Governor, with the advice and consent of the Senate. The executive director of the commission shall serve as the secretary of the board. The board shall be staffed by the employees of the commission.”*

The technical consultant shall organize and coordinate the MTPB meetings, at the direction of the NJSEA. It is anticipated that MTPB will meet at least four (4) times throughout the course of this project. A public hearing shall be held during a MTPB meeting once the Draft Plan is ready to be presented (Task 10.4). The technical consultant shall be responsible for organizing and coordinating all the steps for the public hearing. NJSEA will facilitate this effort and provide a venue.

***Task 11.3 Stakeholders Groups (SG) Meeting***

The technical consultant shall establish and engage a Governing Stakeholders Group (GSG) and a Technical Stakeholders Group (TSG) to solicit feedback (Task 1, Task 3, and Task 10). The

first group (GSG) shall be comprised of administrators and managers of private and public agencies including, but not limited to, State departments and transit agencies, commissions, boards, and authorities; those bi-state authorities, metropolitan planning organizations, and counties and municipalities with jurisdiction in the District. The GSG feedback is crucial from a policy and regulation perspective. The second group (TSG) shall consist of public and private organizations, such as private developers, Transportation Network Companies (TNC), Amazon, county/municipal engineers/planners, environmental groups, and academic institutions that are located or operate in the District and can provide constructive and detail-oriented feedback. The technical consultant shall be responsible for identifying representatives from the above mentioned entities and organizing them into each stakeholders group. The staff of NJSEA will provide assistance in identifying the representatives.

The members of each stakeholders group will be invited to share their plans, ideas, knowledge, and experience on operational and strategic improvement plans with the NJSEA and the consultant. As noted in aforementioned tasks, the technical consultant shall be responsible for organizing and coordinating a total of six (6) stakeholder group meetings (three GSG and three TSG meetings) at the beginning, middle, and the end of this project.

***Subtask 11.4 NJSEA Board of Commissioners Meeting***

It is anticipated that the technical consultant will make a presentation to the NJSEA Board of Commissioners near the end of the project for the formal adoption of the Plan.

Deliverable(s):

1. Organizing and coordinating all meetings as described in this task.
2. Preparation of all necessary meeting materials.
3. Recording comments and outcomes from all meetings.
4. Distribution of results and findings upon NJSEA approval.

Expected Time Frame: As defined and throughout the Project

**End of Section 2**

## **SECTION 3.00**

### **PROPOSALS TERMS, CONDITIONS, FORMS AND DOCUMENT**

### **3.1. Instructions**

#### ***3.1.1. New Jersey Business Registration***

Pursuant to N.J.S.A. 52:32-44, the New Jersey Sports and Exposition Authority (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to the contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- 1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- 2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- 3) the contractor and any subcontractor providing goods and performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-Reg and be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor/proposer shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

#### ***3.1.2. Ownership Disclosure***

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the Proposal or accompanying the Proposal of said corporation or partnership, Respondents shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. This requirement applies to all forms of corporations and partnerships, including, but not limited to,

limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

The included Ownership Disclosure Form in this section shall be completed and attached to the Proposal. Failure to submit such document is a non-waivable defect and the submittal will be deemed non-responsive and rejected.

***3.1.3. Public Law 2005, Chapter 51, N.J.S.A. 19:44a-20.13-25 (Formerly Executive Order 134) and Executive Order 117 (2008)***

*3.1.3.1.* In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, then-Governor James E. McGreevey issued Executive Order 134 on September 22, 2004. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, which was signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008 Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Pursuant to the requirements of this Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

*3.1.3.2. Definitions - For the purpose of this section, the following shall be defined as follows:*

- 1) Reportable Contributions – contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- 2) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly

controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity”, that individual’s spouse or civil union partner and any child residing with that person. Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

3) Officer – a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

4) Partner – one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

3.1.3.3. Breach of Terms of the Legislation – It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### 3.1.3.4. Certification and Disclosure Requirements:

1) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

2) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization



organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

3) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website shall be provided to the intended awardee with the Notice of Intent to Award.

**3.1.3.5. State Treasurer Review** – The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

**3.1.3.6. Additional Disclosure Requirement of P.L. 2005, C. 271** – Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if the filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### ***3.1.4. Joint Venture***

If a joint venture is submitting a Proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s Proposal. Authorized signatories from each party comprising the joint venture must sign the Proposal. Each party to the joint venture shall submit with the Proposal all completed documents listed in Section 3.6.

### ***3.1.5. Sub-consultant***

The Respondent shall provide name of all sub-consultants to whom the Respondent anticipates to subcontract if awarded a Contract. The included Sub-consultant Identification Form in this section shall be completed and attached to the Proposal.

Consent of the NJSEA to allow work to be subcontracted does not relieve the Consultant of its responsibility for the Work, nor does it relieve the Surety of its obligations under the bond. The



Consultant is responsible for the work of Sub-consultants. Ensure that the work performed by Sub-consultants conforms to the Contract.

The NJSEA's consent to subcontract any part of the Work shall not be construed as approval of the subcontract or its terms, but only as approval of the Consultant's request to subcontract to its chosen Sub-consultant.

Any and all Sub-consultants to a Contractor shall submit with the Proposal all completed documents listed in this section, except the Proposal Form.

### ***3.1.6. Cost Proposal***

The Cost Proposal shall be submitted on the Cost Proposal Forms, attached herein Section 3.

### ***3.1.7. Proposal Delivery and Identification***

All Proposal submittals must be received by the NJSEA no later than 2:00 p.m. on **November 12, 2019**. Proposal submittals will NOT be accepted after the aforementioned date and time. Respondents are advised to follow all instructions contained in this RFP, and allow adequate delivery time to ensure timely delivery of proposals.

If made by a corporation (joint venture, associated firms, etc.), the Proposal shall be signed by a corporate officer authorized to do so. If made by an individual, that individual shall sign it. If the Respondent is a company or partnership, one or more of the partners shall sign.

The Proposal submittals shall be furnished in a sealed envelope addressed to:

Nadereh Moini, Ph.D., PE, PTOE  
Chief of Transportation  
New Jersey Sports & Exposition Authority  
One DeKorte Park Plaza  
Lyndhurst, New Jersey 07071

The sealed envelope shall contain five (5) hard copies of the complete Proposal, including Cost Proposal Forms, all documents required by this RFP, and all complete forms attached hereto in Section 3. An electronic copy must be submitted on a flash drive included with the written proposal.

The following information shall be clearly indicated on the outside of the envelope: the name, address, email contact, and telephone number of the Respondent; and the title of the project, "Development of Meadowlands District Transportation Plan 2045". Overnight express deliveries shall include the following telephone number: (201) 460-1700.

Any Proposal Submittal may be withdrawn prior to the aforementioned closing time for receipt of Proposal Submittals.

### ***3.1.8. Document Examination***

Respondents must carefully examine the RFP, the project region, the Meadowlands District, and their proposal. The NJSEA assumes no responsibility for errors or misinterpretations of the RFP.

In the event the Respondent discovers a discrepancy, error, omission, or ambiguity in the Proposal, or if the Respondent has any doubt or question as to the intent or meaning of the RFP, the Respondent must immediately notify the NJSEA. In the event the Respondent fails to notify the NJSEA of such ambiguities, errors or omissions, the Respondent shall be bound by the requirements of the RFP and the Respondent's Proposal.

The Respondent assumes sole responsibility for the complete effort required in submitting its Proposal in response to this RFP. No special consideration will be given after Proposals are opened because of a Respondent's failure to be knowledgeable as to all of the requirements of this RFP.

### ***3.1.9. Interpretation and Addenda***

No oral interpretation and or clarification of the meaning of this RFP will be made to any Respondent. All technical and administrative questions regarding this RFP shall be submitted in writing to Nadereh Moini, NJSEA Chief of Transportation, via email to: [nmoini@njsea.com](mailto:nmoini@njsea.com) on or before October 21, 2019.

Changes to the RFP may be made only by the NJSEA via written addenda. Only the interpretations and/or corrections issued as a written Addendum to the RFP by the NJSEA, shall be binding. No other source is authorized to give information regarding any explanation or interpretation of the RFP. The NJSEA's interpretations or corrections issued via addenda shall be final unless superseded by subsequent addenda. All addenda so issued shall become part of this RFP and part of any Contract awarded as a result of this RFP.

All addenda shall be posted on the NJSEA's website at: [www.njsea.com](http://www.njsea.com). **Respondents are required to register their contact information with the NJSEA in order to receive notices and responses to questions regarding the RFP.** Respondents shall email contact information to [nmoini@njsea.com](mailto:nmoini@njsea.com). It is the sole responsibility of the Respondent to be knowledgeable of all addenda related to this procurement.

Receipt of Addenda must be acknowledged in the space provided for such purpose in the Proposal Submittal Form. Compliance by the Respondent with issued addenda is required whether or not receipt is acknowledged.

### ***3.1.10. Causes for Rejection***

Proposal Submittals may be rejected for any or all of the following reasons:

- Failure to provide a valid New Jersey Business Registration Certificate;
- Failure to be responsive to this RFP;
- Determination of an actual or perceived conflict of interest;
- Failure to include any required information with the submittal; and/or
- Failure to disclose a potential conflict of interest.

The NJSEA reserves the right to reject any and all Proposals if it determines that it is in the best interest of the NJSEA to do so. In addition, the NJSEA reserves the right to reject any Proposal that does not conform to the requirements set forth in the RFP Documents. The NJSEA reserves the right to waive any and all irregularities and informalities in the submission of Proposals, and to request clarification of Proposals.

#### ***3.1.11. Cost Liability***

The NJSEA assumes no responsibility and bears no liability for costs incurred by a Respondent in the preparation and submittal of a Proposal in response to this RFP.

In the event the NJSEA rejects any or all Proposals for any reason whatsoever, any rejected Respondent shall not be entitled to compensation in connection with the preparation and submittal of the Proposal or compensation for profits anticipated had the Contract been awarded to the Respondent.

#### ***3.1.12. Contents of Proposal***

Subsequent to the Award by the NJSEA, all information submitted by the Respondent in its Proposal and Cost Proposal is considered public information, except as may be exempted from public disclosure under the law including the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

All Proposal and Cost Proposal responses are confidentially opened on the date such responses are due under this RFP. Only the names of the Respondents submitting Proposals will be publicly announced. The contents of the Proposals shall remain confidential until the Award is issued by the NJSEA.

#### ***3.1.13. Sales Tax***

Sales taxes should NOT be included in the Cost Proposal. The winning respondent will receive a copy of the New Jersey State Sales Tax Form ST-13 Contractor's Exempt Purchase Certificate. The contents of the form may be viewed at:

[http://www.state.nj.us/treasury/taxation/pdf/other\\_forms/sales/st13.pdf](http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/st13.pdf)

#### ***3.1.14. New Jersey Prompt Payment Act***

The New Jersey Prompt Payment Act (N.J.S.A. 52:32-32 et seq.) requires state agencies to pay for goods and services within sixty (60) days of agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of the receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by State agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

### 3.2. Proposal Document Check List

In addition to the submission requirements listed in Section 1.5, the following documents must be included in the Proposal. The NJSEA reserves the right to reject a Proposal for failure to submit any of the following forms or documents.

	<b>PROPOSAL SUBMISSION REQUIREMENT</b>	<b>Respondent's Initials</b>
1	Proposal Submittal Form	
2	Affidavit of Authorization (must be notarized)	
3	Non-Collusion Affidavit (must be notarized)	
4	Moral Integrity Affidavit (must be notarized)	
5	Copy of Consultant's and all sub-consultants' valid New Jersey Public Works Contractor Certificate(s), pursuant to N.J.S.A. 34:11-56.25	
6	Corporate Resolution Form	
7	MacBride Principals Form	
8	Public Work Certificate	
9	Set-off for State Tax	
10	Sub-Consultant Identification Form	
11	Cost Proposal Forms	

### 3.3. FORMS

#### ***3.3.1. STATE OF NEW JERSEY – NJSEA Proposal Submittal Form***

TO: New Jersey Sports & Exposition Authority (NJSEA)

RE: Development of Meadowlands District Transportation Plan 2045

This Proposal Submittal will not be accepted after **2:00 p.m., Tuesday, November 12, 2019**. The Respondent agrees that this Proposal Submittal will not be withdrawn for a period of ninety (90) calendar days after the closing time for receipt of Proposal Submittals.

\_\_\_\_\_, the Respondent presenting this Proposal Submittal, hereby proposes and agrees to furnish all labor, equipment, software, materials, and work necessary to perform all tasks.

The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NUMBER/DATE \_\_\_\_\_  
\_\_\_\_\_

☐ No addenda were received.

The undersigned hereby acknowledges receipt and review of the complete RFP.

The Respondent declares that this Proposal Submittal is made without connection to any other person or persons making a submittal for the same work and is, in all respects, fair and without collusion or fraud.

The Respondent understands that the NJSEA reserves the right to reject any or all Proposal Submittals, or to waive any informality or technicality in any Proposal Submittal, if it deems such rejection or waiver to be in the best interest of the NJSEA.

The Respondent agrees that the Cost Proposal prices shall apply to all labor, equipment, software, materials and services approved and used during the Work.

The Respondent agrees to be bound by the award of the Contract, and if awarded the Contract, to execute the Contract, to furnish the required insurance certificates, and to furnish all other information required by the Contract Documents within 14 days of the date of the Notice of Award.

The Respondent agrees to perform all of the Work described in the RFP.

**If a Corporation:**

Typed Name of Corporation: \_\_\_\_\_

Typed Business Address:

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

Typed Telephone Number: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_(if not New Jersey, then  
Respondent has enclosed authorization to do business in New Jersey).

I am authorized and hereby do sign this Proposal Submittal:

\_\_\_\_\_

Typed Name of Signer: \_\_\_\_\_

Typed Title of Signer: \_\_\_\_\_

Typed Name of President: \_\_\_\_\_

Typed Name of Secretary: \_\_\_\_\_

Typed Name of Treasurer: \_\_\_\_\_

Dated: \_\_\_\_\_(Affix Corporate Seal)

**If a Partnership, Individual, or Non-Incorporated Organization:**

Typed Name of Company: \_\_\_\_\_

Typed Address: \_\_\_\_\_

\_\_\_\_\_

Typed Telephone Number: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

I am authorized and hereby do sign this Proposal Submittal:

Typed Name of Signer: \_\_\_\_\_

Typed Title of Signer: \_\_\_\_\_

Dated: \_\_\_\_\_

**3.3.2. STATE OF NEW JERSEY – NJSEA Affidavit of Authorization**

State of \_\_\_\_\_

ss:

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that  
he/she resides at

\_\_\_\_\_, that he/she is the (TITLE)

\_\_\_\_\_ who signed the Proposal for this Contract, that  
he/she was duly authorized to sign, that the Proposal is a true offer of the Respondent,  
that the seal attached is the seal of the Respondent, and that all declarations and  
statements contained in the Proposal are true to the best of his knowledge and belief.

\_\_\_\_\_

\_\_\_\_\_

(Type or print name of affiant under signature)

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

(Notary Public)

My commission expires \_\_\_\_\_, 20\_\_\_\_\_



**3.3.3. STATE OF NEW JERSEY – NJSEA Non-Collusion Affidavit**

STATE OF \_\_\_\_\_

ss:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, the (TITLE) \_\_\_\_\_ of  
\_\_\_\_\_ in the County of \_\_\_\_\_ and  
the State of \_\_\_\_\_, of full age, being duly sworn according to law,  
on my oath depose and say that:

I am (NAME) \_\_\_\_\_ in  
the firm of \_\_\_\_\_, the  
Respondent making the Proposal for this Contract;

I execute the said Proposal with full authority to do so;

Said Respondent has not directly or indirectly entered into any agreement, participated  
in any collusion, or otherwise taken any action to restrain free, competitive bidding in  
connection with the above named Project; and,

All statements contained in said Proposal and in this affidavit, are true, correct, and  
made with the full knowledge that the NEW JERSEY SPORTS & EXPOSITION  
AUTHORITY relies upon the truth of the statements contained in the Proposal and this  
affidavit in awarding the Contract for the Project.

I further warrant that no person or selling agency has been employed or retained to  
solicit or secure such Contract upon an agreement or understanding for a commission,  
percentage, brokerage or contingent fee, except bona fide employees or bona fide  
established commercial or selling agencies maintained by

\_\_\_\_\_  
(Name of Respondent)

\_\_\_\_\_  
(Type or print name of affiant under signature)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_ 20\_\_\_\_\_

**3.3.4. STATE OF NEW JERSEY – NJSEA Moral Integrity Affidavit**

STATE OF \_\_\_\_\_

ss:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, the (TITLE) \_\_\_\_\_ of (COMPANY) \_\_\_\_\_, hereinafter called the Respondent, being first duly sworn; deposes and says that:

1. The Respondent has submitted a Proposal to the New Jersey Sports & Exposition Authority regarding this RFP on (DATE) \_\_\_\_\_.

2. The Respondent wishes to demonstrate moral integrity to the satisfaction of the New Jersey Sports & Exposition Authority.

3. As of the date of signing this affidavit, neither the Respondent, nor any of his employees, officers, or directors are involved in any federal, state or other governmental investigations concerning criminal or quasi-criminal violations, except as follows (if none, so state):

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

4. Neither the Respondent nor any of his/her employees, officers or directors have ever committed any violation of a federal or state or quasi-criminal statute, except as follows (if none, so state):

\_\_\_\_\_.

5. The Respondent is incorporated in the State of \_\_\_\_\_.

6. If the answer to question #5 is other than New Jersey, that the Respondent has received from the Secretary of the State of New Jersey, a certificate authorizing the corporation to conduct business in New Jersey.

7. The names and addresses of the principals, shareholders and officers of the Respondent are as follows:

**Moral Integrity Affidavit (Continued)**

---

---

---

---

---

(Use additional sheets, as required)

8. He/She is personally acquainted with the operations of the Respondent, has full knowledge of the factual basis comprising the contents of this Affidavit, and knows the contents are true.

9. This Affidavit is made to the New Jersey Sports & Exposition Authority to accept the Proposal for this Contract, knowing that the New Jersey Sports & Exposition Authority relies upon the truth of the statements contained herein.

\_\_\_\_\_  
(Name of Respondent)

\_\_\_\_\_  
(Type of print name of affiant under signature)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

**3.3.5. STATE OF NEW JERSEY - NJSEA Proof Of Valid New Jersey Public Works  
Contractor Certificate(s)**

**CONTRACT NJSEA PROJECT:** Development of Meadowlands District Transportation  
Plan 2045

The Consultant and all sub-consultants shall provide proof of Public Works Contractor Certificate certifying that all employees employed by the Consultant or by any sub-consultant have been paid wages not less than those required by the Contract in compliance with N.J.S.A. 34:11-56.25 et seq.

If the Consultant is a joint venture, each party relating to such joint venture shall provide a copy of the Public Works Contractor Certificate

Copies of the Public Works Contractor Certificate(s) shall be attached to this form.

**3.3.6. STATE OF NEW JERSEY – NJSEA Corporate Resolution Form**

BE IT RESOLVED, By the Board of Directors of \_\_\_\_\_ that the President (\_\_\_\_\_) be and hereby is authorized to make, execute and deliver a contract FOR:

Development of Meadowlands District Transportation Plan 2045, with the NEW JERSEY SPORTS & EXPOSITION AUTHORITY (NJSEA) and that the Secretary (\_\_\_\_\_) be and hereby is authorized to attest to the execution of the same and affix the corporate seal thereto.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
BOARD OF DIRECTORS

\_\_\_\_\_  
SECRETARY

(Corporate Seal)

I HEREBY CERTIFY that the foregoing is an exact copy of a Resolution by the BOARD of Directors of (\_\_\_\_\_) adopted at a (\_\_\_\_\_) meeting held on \_\_\_\_\_ at which quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of (\_\_\_\_\_) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
SECRETARY


(SEAL)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_, 20\_\_\_\_

### 3.3.7. STATE OF NEW JERSEY – MACBRIDE Principals Form

	<b>STATE OF NEW JERSEY</b> <b>DEPARTMENT OF THE TREASURY</b> <b>DIVISION OF PURCHASE AND PROPERTY</b>
	<b>33 WEST STATE STREET, P.O. BOX 230</b> <b>TRENTON, NEW JERSEY 08625-0230</b>

#### MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: \_\_\_\_\_ VENDOR/BIDDER: \_\_\_\_\_

#### VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such 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.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

#### CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

#### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**3.3.8. STATE OF NEW JERSEY – NJSEA Notice To All Respondents Of Set-Off For State Tax**

**FOR CONTRACT WITH  
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996, and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, 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 and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, which pursuant to N.J.S.A. 43:21-14.4 also includes any indebtedness greater than or equal to \$300 that is due to the Unemployment Compensation Fund, the State Disability Benefits Fund, and the Family Temporary Disability Leave Account, the Director of the Division of Taxation or the Office of Management and Budget shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. 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.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S-corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within 30 days of such notice under the procedures for protest established under N.J.S.A. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

**"I HAVE BEEN ADVISED OF THIS NOTICE"**

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print or Type Name of Signer: \_\_\_\_\_

Print or Type Title of Signer: \_\_\_\_\_

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

### 3.3.9. STATE OF NEW JERSEY – NJSEA SUB-CONSULTANT IDENTIFICATION FORM

Furnish below the company name, address, telephone number, and name of contact person for each sub-consultant, if any, to be used in the Work for this Project. Experience statements shall be attached hereto for each sub-consultant.

If no work will be subcontracted, indicate NONE.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.



**3.3.10. STATE OF NEW JERSEY - NJSEA COST PROPOSAL FORMS**

Table A: Total Cost Proposal Form\*

Task Number	Task Description	Equipment & Materials Description	Cost of Equipment/Materials	Task Labor Cost**	Estimated Budget
Task 1	Background Review and Model Assessment				
Task 2	Develop NJSEA Model				
Task 3	Develop a List of Candidate Improvement Projects				
Task 4	Estimate Improvements Costs and Investigate New Revenue				
Task 5	Develop a Prioritized List of Recommended Improvement Projects				
Task 6	Develop 2045 District Transportation Model				
Task 7	Cost Allocation and Fee Assessment				
Task 8	Financial Plan of 2045				
Task 9	Future Plan Elements				
Task 10	Prepare Draft Plan and Final Plan				
Task 11	Provide Coordination and Technical Support for Meetings				
Total Estimated Budget***					

\* The table is editable. Fill the cost of tasks and the total budget in corresponding columns

\*\* Extracted from Table B: Labor Cost Table

\*\*\* Sum of all tasks' costs

Table B: Task Labor Cost Proposal Form

Task Number	Staff Name & Firm*	Hourly Rate**	Total Hours	Total Labor Cost
Task 1	Staff x/ Firm A			
	Staff Y/ Firm B			
	...			
Task 2	Staff x/ Firm A			
	Staff Y/ Firm B			
	...			
.				
.				
.				
.				
Task 11	Staff x/ Firm A			
	Staff Y/ Firm B			
	...			

\*If there are more than one firm

\*\*Including overhead

End of Section 3

## **SECTION 4.00**

### **CONTRACT TERMS, CONDITIONS, FORMS, AND DOCUMENTS**

#### **4.1. Contract Documents Examination**

The Consultant must carefully examine the Contract Documents and completely familiarize themselves with the actual conditions, under which the Work is to be performed, as well as the extent and requirements of the Work.

In the event the Consultant discovers a discrepancy, error, omission, or ambiguity in the Contract Documents, or if the Consultant has any doubt or question as to the intent or meaning of the Contract Documents, the Consultant must immediately notify the NJSEA. The Consultant is not relieved of the obligation to complete work because of a discrepancy, error, omission, or ambiguity.

#### **4.2. Intellectual Property Rights**

The Consultant represents and warrants to NJSEA that it is the owner of the products, services and processes provided to NJSEA pursuant to the Contract, and that neither the products, services, and process, nor any part thereof, including any software, application, infringes or misappropriates any Copyright, patent, trademark, trade secret, or other intellectual property right. The Consultant hereby indemnifies, agrees to represent and defend, and holds harmless NJSEA's officers and employees against and from any and all damages arising from any claims against them or any of them that any of the software or other intellectual property provided by Consultant pursuant to the Contract infringes any patent, copyright, trademark, trade secret, or other intellectual property right.

Should the software or other intellectual property provided by consultant become, or in consultant's opinion be likely to become, the subject of a claim of intellectual property right infringement, Consultant may exercise either of the following options: a) Procure for the NJSEA the right to continue using the software or other intellectual property, b) replace or modify the software or other intellectual property to make it non-infringing. If neither of the foregoing alternatives is reasonably available to Consultant, then Consultant shall grant NJSEA a refund for the depreciated value of the software or other intellectual property and costs paid to Consultant for services directly connected to said software and accept its return.

#### **4.3. Warranty-Software**

With respect to software, which may be coded to develop the NJSEA DTM, the Consultant warrants that the software furnished in the object code form shall be free from errors that substantially interfere with the execution, storage or retrieval of such object code. In the event that a material error occurs in the execution of the software, Consultant will either furnish corrected software or a suitable procedure to obviate the effect of such error, in the medium in which such software was originally provided, for a period of one year after the completion of services.

Consultant further warrants that no software provided pursuant to the Contract contains or will contain, any "open Source". For the purposes of the project under this Contract, "Open Source" means any software code that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, shareware (e.g. Linux), or similar licensing or distribution models. Open source includes, without limitation, software licensed or distributed under any of the following licenses or distribution models similar to any of the following: (a) GNU's General

public License (GLP) or Lesser/Library GPL (LGPL), (b) The artistic License (e.g. PER), (c) The Mozilla Public License(s), (d) the Netscap Public License, (f) the Sun Community Source License (SCSL), (g) an Open Source Foundation License (e.g. CDE and Motif UNIX user interfaces), and (h) the Apache Server license.

Consultant also warrants that the software developed under this contract and the websites of Consultant and its Sub-Consultants that may be used by NJSEA are free of computer viruses, such as traps, Trojan horse, worms, or other code, which would interfere with, alter, or destroy NJSEA data, software, including the software provided hereunder, or hardware.

#### **4.4. Payment and Completion**

##### ***4.4.1. Review and Acceptance of Applications for Payments***

Upon the completion of each task and the submission of the task's deliverables as defined in Section 2, the Consultant can submit a payment application.

The NJSEA may refuse to recommend any such payment to such extent as may be necessary, in the NJSEA's opinion, to protect the NJSEA from loss. Reasons for refusing to recommend payment, or for nullifying payments previously made, include but are not limited to the following:

- Unacceptable deliverables.
- Failure to provide data, source code, and titles.
- Failure to perform productive and effective training, as requested in this RFP.
- Failure to coordinate Work with Sub-consultants or other entities.
- Failure to establish constructive meetings with Stakeholders, MTPB, and Public.
- Failure of the Consultant to make payments properly to Sub-consultants, manufacturers, or suppliers.
- Failure to incorporate the pertinent feedback and comments received from MTPB, Stakeholders Groups, and Public.
- Failure to satisfactorily prosecute the Work in accordance with the RFP and Contract Documents.
- Liens filed in connection with the Work.
- Failure to comply with Affirmative Action goals and objectives in accordance with the requirements of both N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
- Failure to submit any items required by the Contract Documents and noted in this RFP in the time frame specified.
- Failure to maintain insurance and/or to provide proof of insurance.

##### ***4.4.2. Review and Acceptance of Application for Final Payment***

After the NJSEA has notified the Consultant of the acceptance of the final Work and the NJSEA Board of Commissioners' adoption of District Transportation Plan, the Consultant shall then be advised to submit its application for the final payment. The application for the final payment shall also be supplemented with the declaration that NJSEA is the owner of products developed and services performed, as described in Section 4.2 and Section 4.3.

If any Sub-consultant or supplier fails to furnish a release or receipt in full, the Consultant may furnish a bond or other collateral (satisfactory to the NJSEA) to indemnify the NJSEA against any lien. Final payment shall not be made by the NJSEA unless the Consultant supplies all releases or waivers of liens.

If the NJSEA's review indicates the application or any of the accompanying documentation is not in order, the NJSEA shall return the application for the final payment to the Consultant, indicating in writing the reasons for not recommending payment. The Consultant shall address all the NJSEA's concerns, make the necessary additions and/or corrections, and resubmit the application.

#### **4.5. Waiver of Claims**

The issuance of payment by the NJSEA, and the acceptance of same by the Consultant, shall not constitute a waiver by the NJSEA of any rights with respect to the Consultant's continuing obligations under the Contract Documents.

The Consultant's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. The recommendation of the NJSEA to pay any application for payment, any use or acceptance of the Work by the NJSEA or a failure to do so, or the NJSEA's correction of any defective Work shall not constitute acceptance of Work not in accordance with the Contract Documents or a release of the Consultant's obligation to perform the Work in accordance with same.

#### **4.6. Suspension of Work & Termination**

Upon seven days written notice to the Consultant, the NJSEA may elect to abandon the Work and terminate the Contract without cause and without prejudice to any other right or remedy. In such case, the Consultant shall be paid for all completed Work.

#### **4.7. NJSEA Right to Deduct Monies**

The Consultant shall pay to the NJSEA, and the NJSEA shall have the right to deduct the full amount of all expenses, losses, damages and costs from all monies due, or to become due, the Consultant under this Contract for any defect, omission, or mistake of the Consultant or his employees, and the repairs of same, as determined by the NJSEA.

#### **4.8. Financial Records**

The Consultant and all Sub-consultant(s) shall maintain their books, records, financial documents and all financial records relevant to the Project pursuant to the Contract Documents in accordance with generally accepted accounting principles.

#### **4.9. Ethics Standards**

The Consultant must not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJSEA employee, or agent as defined by N.J.S.A. 52:13D-13b. and N.J.S.A. 52:13D-13e., or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee or agent, or any partnership, firm or corporation with which they are employed or associated, or in which such employee or agent has an interest within the meaning of N.J.S.A.52:13D-13g.

#### **4.10. Applicable Laws - General**

This Contract shall be construed and governed by the laws of the State of New Jersey. It is the Consultant's responsibility to be aware of and comply with Federal, State, and local laws, ordinances, rules, and regulations, and orders and decrees of bodies or tribunals having jurisdiction or authority that affect those engaged or employed on the Work, or that affect the conduct of the Work.

The Consultant shall observe and comply with, and ensure the Consultant's agents and employees observe and comply with, laws, ordinances, rules, regulations, orders, and decrees.

The Consultant shall defend and indemnify the NJSEA and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Consultant or the Consultant's agents or employees, Sub-consultants of any tier, or suppliers.

If discrepancies or inconsistencies are discovered between any document of the Contract and any law, ordinance, regulation, order, or decree, the Consultant shall immediately notify the NJSEA in writing. The Consultant shall obtain permits, grants, licenses, authorizations, certifications, and other approvals for the prosecution of the Work, except where the NJSEA has already procured such permits, grants, licenses, authorizations, certifications, and other approvals.

The Consultant shall comply with all required permits, grants, licenses, authorizations, certifications, and approvals. The NJSEA reserves the right to suspend the Work if the Consultant fails to comply with required permits, grants, licenses, authorizations, certifications, and approvals.

The Consultant shall provide to the NJSEA, whenever requested, documentation pertaining to any noncompliance by the Consultant and related corrective actions taken. The Consultant is responsible to pay fines levied against the Consultant, its agents, employees, and Sub-Consultants that arise out of or are alleged to arise out of noncompliance with permits, grants, licenses, authorizations, certifications, or approvals.

The NJSEA will recover from the Consultant costs due to fines levied against the NJSEA that arise out of, or are alleged to arise out of, noncompliance by the Consultant, its agents, employees, and Sub-Consultants with permits, grants, licenses, authorizations, certifications, or other approvals.

The NJSEA may hold the Consultant responsible for all engineering, inspection, permits, and administration costs (including overhead) incurred because of the Consultant's noncompliance.

Regarding any claim arising from a breach of Contract, tort (including negligence), or otherwise, the NJSEA will not be liable to the Consultant for any special, consequential, incidental, or penal damages, including, but not limited to, loss of profit or revenues, loss of rental value for Consultant-owned equipment, damages to associated equipment, cost of capital, or interest.

There shall be no liability upon the NJSEA or authorized representatives of the NJSEA, either personally or as officials of the State, in carrying out any of the provisions of the Contract or 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 State.

#### 4.11. Equal Employment Opportunity

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

- The Consultant or Sub-consultant, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Consultant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided to the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- The Consultant or Sub-consultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- The Consultant or sub-Consultant will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the Consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Consultant or Sub-Consultant where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.
- The Consultant or Sub-Consultant agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2.**
- The Consultant or Sub-Consultant agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- The Consultant or Sub-Consultant agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.
- In conforming with the targeted employment goals, the Consultant or Sub-Consultant 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, affectional or sexual orientation, gender identity or expression, disability, nationality or



sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).)

The Consultant and its Sub-Consultant shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

#### **4.12. Prevailing Wage Act**

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of the NJSEA, except those contracts which are not within the contemplation of the Act. The Respondent's signature on the proposal is his/her guarantee that neither he/she nor any Sub-Consultants might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Consultant Registration Acts; the Respondent's signature on the proposal is also his/her guarantee that he/she and any Sub-Consultants might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Consultant Registration Acts, where required. Additional information is available at: [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html).

#### **4.13. The Public Works Consultant Registration Act**

The New Jersey Public Works Consultant Registration Act requires all Consultants, Sub-consultants and lower tier Sub-Consultants who submit proposals on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lssc/lspubcon.html>.

#### **4.14. Consultant's Compliance**

The Consultant and all Sub-Consultants shall provide the NJSEA with a Public Works Consultant Certificate certifying that all employees employed by the Consultant or by any Sub-Consultant have been paid wages not less than those required by the Contract in compliance with N.J.S.A. 34:11-56.25, et seq.

The Consultant shall be responsible for obtaining and paying all permits and licenses and shall pay all inspection fees associated with the prosecution of the Work. The Consultant shall perform the Work in accordance with the Contract Documents. The Consultant shall be solely responsible for the means, methods, techniques, sequences, and procedures of his work. The Consultant shall be responsible for the finished Work complying accurately with the Contract Documents.

The Consultant shall provide a competent representative, who shall not be replaced without written notice to the NJSEA, except under extraordinary circumstances. Consultant's representative shall have the authority to act on behalf of the Consultant. All communications given to the representative shall be as binding as if given to the Consultant.

The Consultant shall be responsible for providing competent, suitably qualified personnel to perform the Work required by the Contract Documents. The Consultant shall be responsible for removing any person from the Project who appears to be incompetent, unfaithful, disorderly or otherwise unsatisfactory. Said person shall not again be employed in the Project without the written consent of the NJSEA.

The Consultant shall be responsible for the proper and timely submittal of the required documents for all equipment and materials so as to not delay the progress of the Work. The Consultant shall be fully responsible to the NJSEA for all acts and omissions of his Sub-Consultants, suppliers, organizations, and other persons performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between the NJSEA, and any such Sub-Consultant, supplier, organization or other person.

The Consultant shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work. If the Consultant performs any work that is contrary to such laws and/or regulations, he/she shall be responsible for all costs arising thereof. If the Consultant observes that the Contract Documents are at variance with these laws and/or regulations, he/she shall promptly notify the NJSEA in writing.

The Consultant shall be responsible for all damages resulting from the performance of the Work. Should any claim be made against the NJSEA as a result of the performance of the Work, the Consultant shall attempt to promptly settle with such other party. No Work shall be delayed or postponed pending resolution of any disputes or disagreements.

The Consultant shall constantly give his personal attention to the faithful prosecution of the Work and shall keep the Work under his personal control. The Consultant shall not sublet the Work as a whole or substantial part of the whole, without the previous written consent of the NJSEA. The Consultant shall not assign any of the Work, or any monies payable under this Contract (or his/her claim thereto), without the written consent of the NJSEA.

The Consultant warrants and guarantees to the NJSEA that all Work will be performed in accordance with the Contract Documents and that the completed Project will not be defectively or improperly implemented. The Consultant agrees to consider all feedback compiled from Stakeholders Groups, MTPB, and public and make any and all attempt to incorporate them into the final Work.

#### 4.15. Insurance

The Consultant shall furnish the NJSEA with satisfactory proof that he/she has obtained the insurance described below from insurance companies or underwriters licensed to do business in the States of New Jersey and satisfactory to the NJSEA. The certificates shall be submitted with the executed Contract(s). Work on the Contract will not be permitted to proceed until the certificate has been received and verified.

All insurance that will be required to be maintained by the Consultant shall be in the amounts and for the coverage's specified herein. Specific reference to the Contract shall be made in all policies.

The Consultant shall keep such insurance in force until each and every obligation assumed under the Contract has been fully and satisfactorily performed. The NJSEA shall be named as additional insured under all the policies, except the Compensation Insurance.

All insurance certificates shall stipulate that the insurance will not be changed or canceled without giving at least thirty (30) days written notice to the NJSEA by certified mail.

The Consultant will be asked to furnish a bond or other security, for the full Contract Amount, to be used by the NJSEA for project completion in the event the Consultant files for bankruptcy.

- **Professional Liability Insurance** - shall be maintained during the course of this agreement. Said insurance shall consist of an errors and omissions policy in the amount of one million dollars (\$1,000,000). The Consultant shall pay any policy deductibles. Any and all subcontractors also must maintain insurance to cover their work associated with the project or alternatively such subcontractors must be insured under the policy of the consultant.
- **Compensation Insurance** - coverage "B", as required by state law for all employees who will be engaged in the work associated with this Contract. The Consultant shall require all subcontractors to provide similar workmen's compensation insurance for all of their employees, unless those employees are covered under the Consultant's insurance. If any employees engaged in hazardous work under this Contract are not protected under the workmen's compensation statute; the Consultant (and any subcontractors) shall also provide adequate employer's liability insurance protection of those employees.

#### 4.16. Contract Document Check List

	<b>Contract Submission Requirement</b>	<b>Initial each item submitted</b>
1	Professional Liability Insurance	
2	Compensation Insurance Certificate	
3	Affirmative Action Compliance Form: Letter of Federal Affirmative Action Plan Approval; or Certificate of Employee Information Report; or Employee Information Report Form AA302	
4	Respondent's and all sub-Consultant's valid Certificate(s) of Business Registration or Interim Registration, pursuant to N.J.S.A. 52:32-44	
5	Ownership Disclosure Form, pursuant to N.J.S.A. 52:25-24.2	
6	Public Law 2005, Chapter 51 and Executive Order 117 (2008) Disclosure Form	
7	Public Law 2005, Chapter 271 Disclosure Form	
8	Disclosure of Investment Activities in IRAN Form	
9	New Jersey Equal Pay Act (submitted to D.O.L. – State of NJ)	
10	Signed and Completed Contract	

#### **4.17. Forms**

##### ***4.17.1. STATE OF NEW JERSEY – NJSEA Affirmative Action Compliance***

This form is a summary of the Consultant's requirement to comply with N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

#### **Goods and Services (including professional services) Contracts**

The Consultant shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- A photocopy of a valid letter that the Consultant is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); OR
- A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; OR
- A photocopy of an Employee Information Report (Form AA302) provided by the State of New Jersey Department of Treasury Division of Public Contracts and Equal Employment Compliance (NJPCEEC) and distributed to the public agency to be completed by the Consultant in accordance with N.J.A.C. 17:27-4.

The Consultant(s) must submit the copies of the AA302 Report to the NJSEA and NJPCEEC. The Public Agency copy is submitted to the public agency, and the Consultant copy is retained by the Consultant.

The undersigned Consultant certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned Consultant further understands that the Contract shall be declared null and void if said Consultant fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

#### **Transportation Planning Service Contract**

After notification of award, but prior to signing the Contract, the Consultant shall submit to the public agency compliance officer and the NJPCEEC an initial project workforce report (Form AA201) provided to the public agency by the NJPCEEC for distribution to and completion by the Consultant, in accordance with N.J.A.C. 17:27-7.

The Consultant shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the NJPCEEC and to the public agency compliance officer. The Consultant shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

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

COMPANY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

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

**Note: This notice must be completed, signed and returned with your signed contract.**

***4.17.2. STATE OF NEW JERSEY – NJSEA Proof of Valid Business Registration Certificate***

**FOR STATE AGENCY AND CASINO SERVICE CONTRACTS**

**DEPARTMENT OF TREASURY - DIVISION OF REVENUE**


**FOR CONTRACT NJSEA PROJECT: DEVELOPMENT OF MEADOWLANDS DISTRICT  
TRANSPORTATION PLAN 2045**

The Respondent shall provide proof of valid Business Registration Certificate or Interim Registration with the New Jersey Department of Treasury, Division of Revenue.

If the Respondent is a joint venture, each party relating to such joint venture shall provide a copy of the Respondent's Business Registration Certificate (or Interim Registration). If Sub-Consultants are anticipated to be involved in the Work, each Sub-Consultant relating to the Contract shall provide a copy of the Respondent's Business Registration Certificate (or Interim Registration).

Copies of the Business Registration Certificate(s) shall be provided prior to award of contract.

### 4.17.2. STATE OF NEW JERSEY - Ownership Disclosure Form

	<p><b>STATE OF NEW JERSEY</b>  <b>DEPARTMENT OF THE TREASURY</b>  <b>DIVISION OF PURCHASE AND PROPERTY</b></p> <p>33 WEST STATE STREET, P.O. BOX 230  TRENTON, NEW JERSEY 08625-0230</p>
---	--

#### OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: \_\_\_\_\_ VENDOR/BIDDER: \_\_\_\_\_

<b>PART 1</b>		
<p>PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO <u>N.J.S.A. 52:25-24.2</u>. PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.</p>		
<p>1. Are there any individuals, corporations, partnerships, or limited liability companies owning a <b>10% or greater</b> interest in the Vendor/Bidder?</p>	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<p>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.  IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW.</p>		
<p>2. Of those parties owning a 10% or greater interest in the Vendor/Bidder, are any of those parties individuals?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Of those parties owning a 10% or greater interest in the Vendor/Bidder, are any of those parties corporations, partnerships, or limited liability companies?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. If your answer to Question 3 is "YES", are there any parties owning a <b>10% or greater</b> interest in the corporation, partnership, or limited liability company referenced in Question 3?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.</p>		

<b>PART 2</b>	
<p>PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".</p>	
<p>If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor/Bidder. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.</p>	
<b>INDIVIDUALS</b>	
NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____
ZIP _____	
<hr/>	
NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____
ZIP _____	
<hr/>	
NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____
ZIP _____	
<p><i>Attach Additional Sheets If Necessary.</i></p>	




<b>PART 2 continued</b> <b><u>PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES</u></b>			
<b>ENTITY NAME</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>PARTNER NAME</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>ADDRESS 1</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>ADDRESS 2</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>CITY</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<b>STATE</b> <div style="border-bottom: 1px solid black; height: 15px;"></div>	<b>ZIP</b> <div style="border-bottom: 1px solid black; height: 15px;"></div>
<b>ENTITY NAME</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>PARTNER NAME</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>ADDRESS 1</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>ADDRESS 2</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>CITY</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<b>STATE</b> <div style="border-bottom: 1px solid black; height: 15px;"></div>	<b>ZIP</b> <div style="border-bottom: 1px solid black; height: 15px;"></div>
<b>ENTITY NAME</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>PARTNER NAME</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>ADDRESS 1</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>ADDRESS 2</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>CITY</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<b>STATE</b> <div style="border-bottom: 1px solid black; height: 15px;"></div>	<b>ZIP</b> <div style="border-bottom: 1px solid black; height: 15px;"></div>
<b>ENTITY NAME</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>PARTNER NAME</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>ADDRESS 1</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>ADDRESS 2</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
<b>CITY</b>	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<b>STATE</b> <div style="border-bottom: 1px solid black; height: 15px;"></div>	<b>ZIP</b> <div style="border-bottom: 1px solid black; height: 15px;"></div>
<i>Attach Additional Sheets If Necessary.</i>			

In the alternative, to comply with the ownership disclosure requirement, a Vendor/Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

<b>CERTIFICATION</b>	
<p>I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a <u>continuing obligation</u> from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a <u>criminal offense</u> to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.</p>	
<div style="border-bottom: 1px solid black; height: 15px;"></div> Signature (Do not enter vendor ID as a signature)	<div style="border-bottom: 1px solid black; height: 15px;"></div> Date
<div style="border-bottom: 1px solid black; height: 15px;"></div> Print Name and Title	
<div style="border-bottom: 1px solid black; height: 15px;"></div> FEIN/SSN	

**4.17.3. STATE OF NEW JERSEY – NJSEA Public Law 2005, Chapter 51 and Executive Order 117  
(2008) Disclosure Form**



State of New Jersey  
Department of the Treasury  
**Division of Purchase and Property**  
Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting  
recertification ☐

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.  
Also Note: "N/A" will not be accepted as a valid response. Where applicable, indicate "None."

<p><b>All Officers of a Corporation or PC</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>10% and greater shareholders of a corporation or all shareholders of a PC</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>All Equity partners of a Partnership</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>All Equity members of a LLC</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient _____	
Address of Recipient _____	
Date of Contribution _____ Amount of Contribution _____	
Type of Contribution (i.e. currency, check, loan, in-kind) _____	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.	
<div>Remove Contribution</div> <div>Add a Contribution</div>	

☐ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

**Part 3: Certification** (Check one box only)

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
  - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
  - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
  - (i) A candidate committee or election fund of the Incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**


The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov), or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

**4.17.4. STATE OF NEW JERSEY - NJSEA Public Law 2005, Chapter 271 Disclosure Form**

	<b>STATE OF NEW JERSEY</b> <b>DEPARTMENT OF THE TREASURY</b> <b>DIVISION OF PURCHASE AND PROPERTY</b>
	33 WEST STATE STREET, P.O. BOX 0230 TRENTON, NEW JERSEY 08625-0230

**VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**PUBLIC LAW 2005, CHAPTER 271**

**CONTRACT #:** \_\_\_\_\_ **VENDOR/BIDDER:** \_\_\_\_\_

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

**NOTE** that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

**DISCLOSURE**

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
<i>Indicate "NONE" if no Reportable Contribution was made.</i>			
		\$	
		\$	
		\$	
		\$	
<i>Attach additional sheets if necessary.</i>			

**CERTIFICATION**


I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

### 4.17.5. Disclosure of Investment Activities in IRAN Form

	STATE OF NEW JERSEY
	DEPARTMENT OF THE TREASURY
	DIVISION OF PURCHASE AND PROPERTY
	33 WEST STATE STREET, P.O. BOX 230
	TRENTON, NEW JERSEY 08625-0230

#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:

VENDOR/BIDDER:

<p style="text-align: center;"><b>PART 1</b> <b>CERTIFICATION</b> <b>VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES</b> <b>FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE</b></p> <p>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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a>. Vendors/Bidders must review this list prior to completing the below certification. <b>Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.</b> If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he 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.</p> <p style="text-align: center;"><b><u>CHECK THE APPROPRIATE BOX</u></b></p> <p><input type="checkbox"/> A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its 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"). Disregard Part 2 and complete and sign the Certification below.</p> <p>OR</p> <p><input type="checkbox"/> B. I am unable to certify as above because the Vendor/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 information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.</p>
--

<p style="text-align: center;"><b>PART 2</b></p> <p style="text-align: center;"><b>PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN</b></p> <p>If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.</p> <p>ENTITY NAME: _____</p> <p>RELATIONSHIP TO VENDOR/BIDDER: _____</p> <p>DESCRIPTION OF ACTIVITIES: _____</p> <p>DURATION OF ENGAGEMENT: _____</p> <p>ANTICIPATED CESSATION DATE: _____</p> <p>VENDOR/BIDDER CONTACT NAME: _____</p> <p>VENDOR/BIDDER CONTACT PHONE No.: _____</p> <p><i>Attach Additional Sheets If Necessary.</i></p>
--

<p style="text-align: center;"><b><u>CERTIFICATION</u></b></p> <p>I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a <u>continuing obligation</u> from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to <u>criminal prosecution</u> under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.</p> <p>_____ Signature</p> <p>_____ Date</p> <p>_____ Print Name and Title</p>
---



***4.17.6. STATE OF NEW JERSEY - Equal Pay Act***

**New Jersey Equal Pay Act**

“Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B, Allen Equal Pay Act, which was signed in to law by Governor Phil Murphy on April 24, 2018, a Consultant performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.”

**End of Section**

**DEVELOPMENT OF  
MEADOWLANDS DISTRICT TRANSPORTATION PLAN 2045**

**TRANSPORTATION PLANNING SERVICES  
CONTRACT**

**Prepared By**  
**New Jersey Sports & Exposition Authority**  
**One DeKorte Park Plaza, Lyndhurst New Jersey 07071**  
**[www.njsea.com](http://www.njsea.com)**

**January 2020**



**STATE OF NEW JERSEY**  
**NEW JERSEY SPORTS & EXPOSITION AUTHORITY**  
**CONTRACT**

This Contract, effective on the latest date of signature at the last page, by and between the New Jersey Sports & Exposition Authority, One DeKorte Park Plaza, Lyndhurst, New Jersey, 07071, hereinafter called the NJSEA, the party of the first part, and:

---

hereinafter called the Consultant, the party of the second part.

WITNESSETH, that

Whereas, the NJSEA intends to have the Consultant to provide professional services to update the Meadowlands District Transportation Plan (MDTP) and develop the MDTP 2045 to be approved by Meadowlands Transportation Planning Board (MTPB) and the NJSEA Board of Commissioners;

hereinafter called the Project or the Work.

NOW, THEREFORE, the NJSEA and the Consultant, in exchange for the mutual consideration set forth herein, agree as follows:

**1. PARTS OF CONTRACT**

The parties agree that the conditions contained in the following documents, which comprise and are hereinafter called the Contract Documents, are made part of this Contract and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Contract:

- A. The entirety of this Request for Proposal (RFP), Proposal Documents, and Contract Documents.
- B. Addenda
- C. Proposal
- D. Cost Proposal
- F. Any other Contract Amendments

**2. SCOPE OF WORK**

The Consultant shall furnish all labor, materials, equipment, software, and services necessary for the development of the MDTP 2045 and provide all necessary accommodation to perform

this work effectively, efficiently, and in a timely manner, in accordance with the Contract Documents.

### **3. CONTRACT TERM**

Work under this Contract is expected to not exceed 20 months from the date specified in the Notice to Proceed.

### **4. CONSULTANT**

The Consultant shall have sole responsibility for the complete effort specified in the Contract. Payment will be made only to the Consultant. The Consultant shall have sole responsibility for all payments due to any Sub-Consultant(s). The Consultant is responsible for the professional quality, technical accuracy and timely completion of the Work and submission of all deliverables, services or commodities required to be provided under this Contract. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Consultant of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Consultant's performance of this Contract.

### **5. SUB-CONSULTANTS**

The Consultant agrees to bind every Sub-Consultant by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relations between any Sub-Consultant and the NJSEA. Relations between the Consultant and Sub-Consultants are further defined in the General Instructions (Section 3 and 4).

### **6. WORK**

The Consultant agrees to furnish all the necessary labor, materials, equipment, tools, personnel, maintenance and protection of traffic, and services necessary to perform and complete all work and services in strict compliance with the Contract Documents.

### **7. PRICES FOR WORK**

The Consultant will be compensated based on the prices stipulated in the Cost Proposal Form and itemized per task, as reflected in the Cost Proposal Form in Section 3.3.10. The Consultant shall not be compensated separately for any loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

### **8. AVAILABILITY OF FUNDS**

The NJSEA's obligation to pay the Consultant is contingent upon the availability of funds.

## **9. PAYMENTS**

9.1. Payments shall be made to the Consultant on a reimbursable basis in response to invoices submitted.

9.2. The Consultant shall submit a detailed invoice per task accompanied by an NJSEA invoice for completed and accepted work. The NJSEA invoice shall show the total invoiced amount of the task performed and accepted as classified in the Cost Proposal Form - and a reference to the Consultant's detailed invoice. The Consultant's detailed invoice shall contain an itemized accounting of all charges accompanied by supporting documents and invoices furnished by Sub-Consultants or third parties.

9.3. The NJSEA shall notify the Consultant of any questions with the invoice. The NJSEA and the Consultant shall designate representatives to resolve any disputes, as necessary. In the event that disputes remain unresolved for an extended period, the NJSEA will pay the portion of the invoice not in dispute. All duties, responsibilities, and obligations assigned to, or undertaken by the Consultant in the performance of the Work, shall be at the Consultant's expenses.

9.4 The cost to redo the work deemed deficient or unacceptable by the NJSEA Chief of Transportation, as well as any additional cost to correct the defective work, shall not be reimbursable under this contract. Classification of work as deficient shall be the sole determination of the NJSEA Chief of Transportation and shall not be subject to request for explanation or appeal.

## **10. WAIVERS**

Neither the acceptance by the NJSEA nor any of its agents, nor any orders, nor any order by the NJSEA for the payment of money nor payment for, nor acceptance of, the whole nor any part of the work by the NJSEA nor any extension of time nor any possession taken by the NJSEA or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the NJSEA, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the NJSEA shall also be entitled as of right to writ of injunction against any breach of any of the provisions of this Contract.

## **11. INDEMNIFICATION**

11.1. The Consultant shall defend, indemnify, protect and save harmless the NJSEA, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature to the extent arising out of any act, error or omission in the performance of this Contract including, but limited to negligence, gross negligence, willful misconduct, intentional tort, fraud, bad faith, or criminal behavior of the Consultant, his agents, servants, employees, or Sub-Consultants. The Consultant shall, at his own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith. If any judgment shall be rendered against the NJSEA for which indemnification is provided under this paragraph, the Consultant shall, at his own expense, satisfy and discharge the same.

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

11.3. It is expressly agreed and understood that any approval by the NJSEA of services performed and/or reports, plans, or specifications provided by the Consultant shall not operate to limit the obligations of the Consultant assumed in this Section or in the other provisions of this Contract.

11.4. The Consultant hereby indemnifies, agrees to represent and defend, and holds harmless NJSEA's officers and employees against and from any and all damages arising from any claims against them or any of them that any of the software or other intellectual property provided by Consultant pursuant to the Contract infringes any patent, copyright, trademark, trade secret, or other intellectual property right.

## **12. NJSEA REQUIREMENTS**

12.1. The NJSEA shall be the initial interpreter of the Contract Document requirements and judge of the acceptability of the Work thereof. Any claims, disputes and/or other matters relating to the above or to changes in a contract price will initially be referred to the NJSEA, in writing. Any changes in the task terms of the Contract, including changes in price, shall be made only by mutually agreed upon written amendment to this Contract.

12.2 The NJSEA may authorize minor variations in the Work, which do not involve an adjustment in a contract price and are consistent with the overall intent of the Contract Documents. If the Consultant believes that a variation issued as minor justifies an increase in a contract price, the Consultant may make a claim therefore.

12.3. The NJSEA may reject the Work believed to be defective. The NJSEA also has the authority to evaluate and test the system and the plan developed.

12.4. The NJSEA shall not be responsible for the means, methods, techniques, sequence or procedures of the Consultant's performance of the work, or the safety programs and precautions incident thereto. The NJSEA will not be responsible for the failure of the Consultant to furnish or perform the Work in accordance with the Contract Documents.

12.5. The NJSEA will not be responsible for acts of omission by the Consultant or any of his Sub-Consultants or suppliers furnishing or performing any of the Work.

### **13. SUCCESSORS AND ASSIGNS**

This Contract and all of the covenants hereof shall inure to the benefit of and be binding upon the NJSEA and the Consultant respectively and his/her partners, successors, assigns and legal representatives. Neither the NJSEA nor the Consultant shall have the right to assign, transfer or sublet his interests or obligations hereunder without notice to and written consent of the other party.

### **15. GUARANTEE AND CORRECTION OF DEFECTIVE WORK**

15.1. The Consultant warrants and guarantees to the NJSEA that all Work will be performed in accordance with all federal, state, and local laws, standards, and regulations and these Contract Documents; and that the Work will not be defective.

15.2. The Consultant represents and warrants to NJSEA that it is the owner of the products, services and processes provided to NJSEA pursuant to the Contract, and that neither the products, services, and processes, nor any part thereof, including any software and/or application, infringes or misappropriates any Copyright, patent, trademark, trade secret, or other intellectual property right.

15.3. The Consultant warrants that the software furnished in the object code form shall be free from errors that substantially interfere with the execution, storage or retrieval of such object code. In the event that a material error occurs in the execution of the software, Consultant will either furnish corrected software or a suitable procedure to obviate the effect of such error, in the medium in which such software was originally provided, for a period of one year after the completion of services.

### **16. ADVERTISING**

The Consultant shall not use the NJSEA's name, logos, images, or any data or results arising from this contract without first obtaining the prior written consent of the NJSEA.

IN WITNESS THEREOF, \_\_\_\_\_ and  
the NJSEA have executed this Contract at the place and on the date immediately adjacent to  
their respective signatures.

FOR THE CONSULTANT:

\_\_\_\_\_  
(Witness) (Typed Name of Firm)

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

\_\_\_\_\_  
(Typed Name)

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

FOR THE NJSEA:

\_\_\_\_\_  
(Witness) Vincent Prieto  
President & CEO

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