

REQUEST FOR PROPOSAL

DEVELOPMENT OF MEADOWLANDS ACTION PLAN FOR SAFETY



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NEW JERSEY SPORTS & EXPOSITION AUTHORITY

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CONTENTS

SECTION 1.00.....	5
TECHNICAL INFORMATION,.....	5
EVALUATION, AND SELECTION OF PROPOSAL	5
1.1. Invitation to Submit Proposals.....	6
1.2. Preparation of Proposal Submittal	18
1.3. RFP and Proposal Clarification	18
1.4. Respondent Qualification.....	19
1.5. Directions for Submitting Proposals	19
1.6. New Jersey Business Registration Certificate	20
1.7. Causes for Rejection	20
1.8. Evaluation of Proposal Submittals, Negotiations, and Award of Contract.....	20
1.9. Project Time Period	21
1.10. Contract Negotiation and Award	21
SECTION 2.00.....	23
PROPOSAL TERMS, CONDITIONS, FORMS AND DOCUMENTS.....	23
2.1. Instructions.....	24
2.1.1. New Jersey Business Registration	24
2.1.2. Ownership Disclosure	24
2.1.3. Public Law 2005, Chapter 51, N.J.S.A. 19:44a-20.13-25 and Executive Order No.333	25
2.1.4. Joint Venture	26
2.1.5. Sub-consultant.....	26
2.1.6. Small/Minority/Women/Disadvantaged/Veterans Business Enterprise.....	26
2.1.7. Cost Proposal	27
2.1.8. Proposal Delivery and Identification	27
2.1.9. Document Examination.....	28
2.1.10. Interpretation and Addenda.....	28
2.1.11. Cost Liability	28
2.1.12. Contents of Proposal	29
2.1.13. Sales Tax.....	29
2.1.14. New Jersey Prompt Payment Act.....	29
2.2. Proposal Document Check List	30

2.3. FORMS	31
2.3.1. STATE OF NEW JERSEY – NJSEA Proposal Submittal Form.....	31
2.3.2. STATE OF NEW JERSEY – NJSEA Affidavit of Authorization.....	34
2.3.3. STATE OF NEW JERSEY – NJSEA Non-Collusion Affidavit.....	35
2.3.4. STATE OF NEW JERSEY – NJSEA Moral Integrity Affidavit.....	36
2.3.5. STATE OF NEW JERSEY – NJSEA Corporate Resolution Form	38
2.3.6. STATE OF NEW JERSEY – MACBRIDE Principles Form	39
2.3.7. STATE OF NEW JERSEY – NJSEA Notice To All Respondents Of Set-Off For State Tax ..	40
2.3.8. STATE OF NEW JERSEY – NJSEA SUB-CONSULTANT IDENTIFICATION FORM	41
2.3.9. STATE OF NEW JERSEY – NJSEA - EXPERIENCE AFFIDAVIT FORM	42
2.3.10. STATE OF NEW JERSEY - NJSEA COST PROPOSAL FORM	43
SECTION 3.00.....	45
CONTRACT TERMS, CONDITIONS, FORMS, AND DOCUMENTS.....	45
3.1. Payment and Completion	46
3.1.1. Review and Acceptance of Applications for Payments	46
3.1.2. Review and Acceptance of Application for Final Payment	46
3.2. Waiver of Claims	46
3.3. Suspension of Work & Termination	47
3.4. NJSEA Right to Deduct Monies	47
3.5. Financial Records.....	47
3.6. Ethics Standards.....	47
3.7. Applicable Laws - General	47
3.8. Equal Employment Opportunity	48
3.9. Prevailing Wage Act	49
3.10. The Public Works Consultant Registration Act.....	50
3.11. Consultant’s Compliance	50
3.12. Insurance	51
3.13. Contract Document Check List.....	52
3.14. Forms	53
3.14.1. STATE OF NEW JERSEY – NJSEA Affirmative Action Compliance	53
3.14.2. STATE OF NEW JERSEY – NJSEA Proof of Valid Business Registration Certificate	54

3.14.3. STATE OF NEW JERSEY - Ownership Disclosure Form	55
3.14.4. STATE OF NEW JERSEY – Public Law 2005, Two-year Chapter 51 and Executive Order 333 (2023) Disclosure Form.....	57
3.14.5. STATE OF NEW JERSEY – NJSEA Public Law 2005, Chapter 271 Disclosure Form	61
3.14.6. Disclosure of Investment Activities in IRAN Form	62
3.14.7. Disclosure of Prohibited Activities in Belarus.....	63
3.14.8. STATE OF NEW JERSEY - Equal Pay Act	64
DEVELOPMENT OF	66
MEADOWLANDS ACTION PLAN FOR SAFETY – MAP4S	66
CONTRACT.....	66

**SECTION 1.00
TECHNICAL INFORMATION,
EVALUATION, AND SELECTION OF PROPOSAL**

1.1. Invitation to Submit Proposals

A. Background

The New Jersey Sports and Exposition Authority (NJSEA or Authority) 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 (Lyndhurst, East Rutherford, Carlstadt, Moonachie, Teterboro, South Hackensack, Little Ferry, Ridgefield, North Arlington, and Rutherford) and Hudson (Jersey City, Secaucus, North Bergen, and Kearny) Counties, as depicted in Figure 1. The District is home to a wealth of natural resources as well as a vibrant and integral transportation network responsible for moving people and goods throughout one of the East Coast's fastest-growing economic centers. The District is located minutes from New York City and international transportation hubs. Local transportation infrastructure includes the Frank R. Lautenberg Rail Station at Secaucus Junction, Teterboro Airport, Routes 3, 17, 46, and 120, the New Jersey Turnpike, and several park-and-ride facilities. Because of its strategic location, the District has many opportunities for intermodal access, and the area has been identified as a prime location for increasing mass transportation and developing a pedestrian and bike friendly environment.

B. Introduction

To promote safe and equitable transportation within the Meadowlands region, the NJSEA submitted a grant application to USDOT to develop the first Safety Action Plan for the Hackensack Meadowlands District in the first round of the Safe Streets and Roads for All (SS4A) program, a new program established by bipartisan Infrastructure Investment and Jobs Act (IIJA). On February 1, 2023, the NJSEA was awarded a Federal grant to develop the Meadowlands Action Plan for Safety (hereinafter referred to as "MAP4S").

The NJSEA is currently seeking proposals from **Qualified Entities** authorized to do business in the State of New Jersey to assist the NJSEA's Transportation Group (Group) to develop the first MAP4S for the District. The Group has multifaceted transportation-related responsibilities ranging from planning to operations and maintenance. The Group is managing, operating, maintaining, and monitoring more than 62 adaptive signalized intersections under the Meadowlands Adaptive Signal System for Traffic Reduction (MASSTR) throughout the Hackensack Meadowlands District. Furthermore, the Group is responsible for ensuring that new development/redevelopment site plan applications are in compliance with the District traffic and transportation regulations. The Group is also responsible for developing and updating the Meadowlands District Transportation Plan (MDTP), which evaluates the District's transportation needs, and defines future transportation improvement projects within the District. With these wide variety of tasks, the Group is launching another initiatives to promote safety for all roadway users, particularly pedestrians and bicyclists in underserved communities.

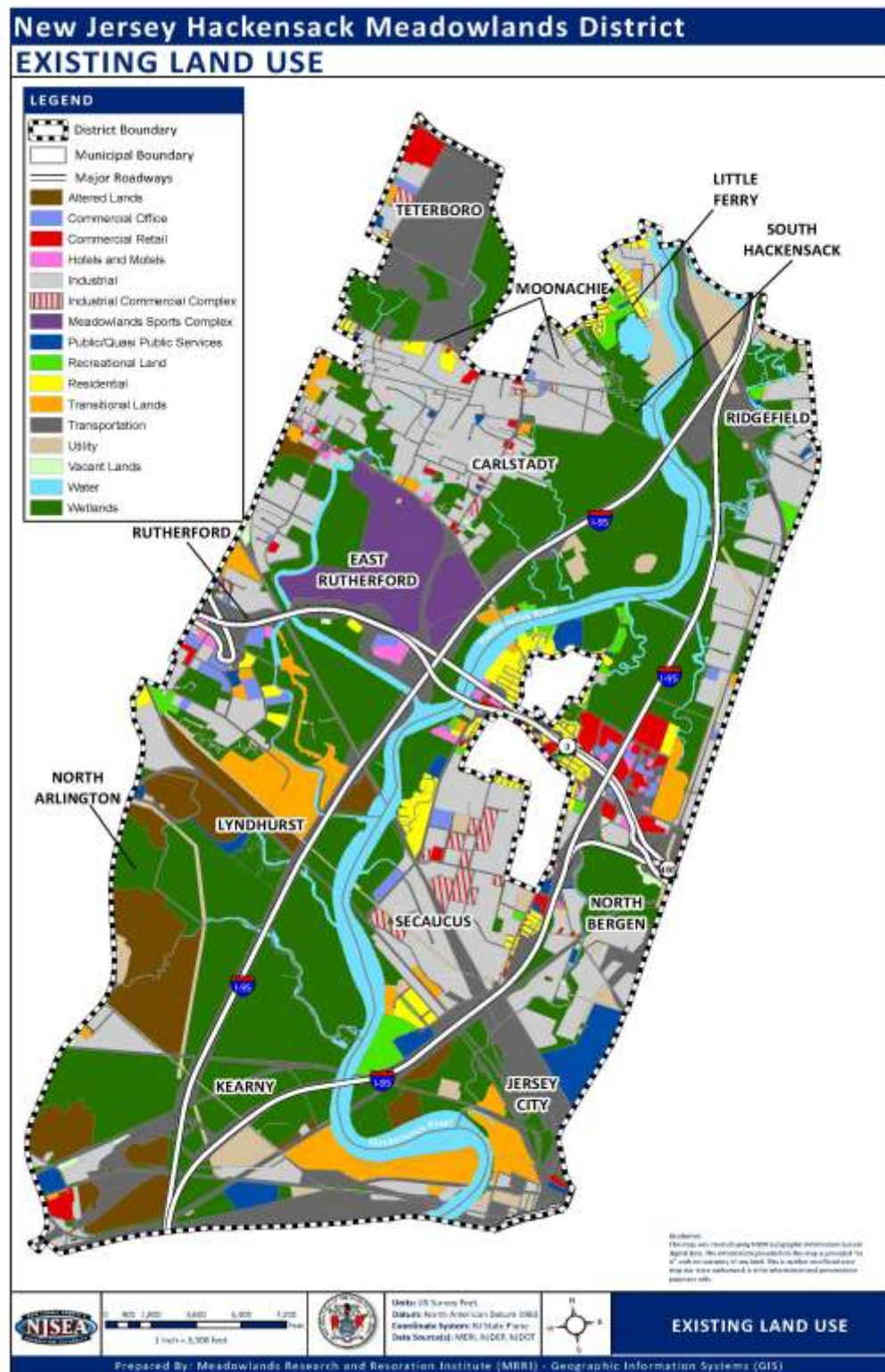


Figure 1: Hackensack Meadowlands District – Existing Land Use
Source: NJSEA – Hackensack Meadowlands District Master Plan 2020

C. Objective

The purpose of this Request for Proposal (RFP) is to collect proposals from qualified entities with expertise in multimodal transportation safety analyses and planning to assist the NJSEA to develop the first MAP4S. This Action Plan shall include the establishment of a Safety Task Force, develop a comprehensive community outreach program, study and analyze crashes within the District, develop safety improvement projects, define metrics and develop a methodology to prioritize safety improvement projects, recommend safety policy changes to reduce crashes and promote the Vision Zero initiative, and develop a safety tool to assist locals to analyze safety needs, prioritize safety projects, and assess the effectiveness of deployed/constructed safety projects. The MAP4S will analyze impacts of land use development on safety, identify current and future safety needs in the District, particularly in disadvantage communities, and assess impacts of heavy truck traffic on Vulnerable Roadway Users (VRU) of the system. The MAP4S will provide a robust plan for constituent municipalities within the District to establish a systematic and proactive safety plan to promote the Vision Zero initiative and facilitate municipalities to apply for “Implementation Grant” funding in the second round of FHWA’s SS4A.

Upon the completion and adoption of MAP4S, all required components of SS4A grants identified by USDOT and stated in “Self-Certification Eligibility Worksheet”, as depicted in **Exhibit A**, shall be satisfied.

D. Scope of Work

The Scope of Work (“Scope”) described below has been outlined to not only develop a safety framework for improving multimodal safety within the region, particularly for underserved communities, by analyzing crashes and severity and defining safety improvements projects, but also provide locals with a tool to analyze safety needs, recommend safety projects for the areas outside of the District boundaries, and perform post evaluation of safety improvement projects constructed using safety metrics delineated in this project.

Furthermore, **proposers are urged to broaden the scope of work by initiating innovative ideas** to perform tasks defined in this RFP from identifying hot spot crash locations and developing safety projects considering demographic features to collecting stakeholder and local feedback and recommending safety policies. A specific focus is the creation of innovative ideas on how the outcomes of this project can assist future efforts of municipalities within the Meadowlands District to construct improvement projects and/or initiate steps toward a “zero fatalities/Vision Zero policy. It is important to note that analyses shall be performed on all roadways (i.e. state, county, and local) and areas within the Meadowlands District. However, coordination with involved stakeholders, as defined under Task 3, who developed or are developing Safety Action Plans shall be performed to develop a coordinated, cohesive MAP4S, which complements other Safety Action Plans, but does not overlap.

With that said, the following tasks are expected to be executed to fulfill the goals of this project. Proposers shall elaborate on tactics and approaches to satisfy the objective(s) of each task/subtask. All deliverables shall be of a high quality. The final report, technical memos, and the tool’s manual shall be written professionally with the highest quality and shall meet NJSEA and Federal

Highway Administration (FHWA) standards, as applicable. The details of the scope of work specified for each of the following tasks and innovative tactics proposed will be weighted accordingly based on points defined in Section 1.8. It is important to state that the term “Consultant” noted in the tasks below refers to the consultant team selected among qualified responders to this RFP.

Task 1: Project management and coordination

The Consultant shall specify a project manager, who shall be the NJSEA point of contact and shall administer the project execution, perform coordination with the Safety Task Force (STF), obtain and incorporate STF and local community feedback into the project, and establish project progress status meetings with NJSEA on a regular basis. The project manager’s work will be concluded upon the adoption of the MAP4S report by the NJSEA Board of Commissioners. The following subtasks are expected to be performed under Task 1:

- Develop a Work Plan/schedule: Shortly after issuing the Notice-To-Proceed (NTP) and prior to the Kick-off meeting, the Consultant shall provide NJSEA with the details of its Work Plan and scheduling to demonstrate how the consultant team will accomplish all tasks included in this RFP and innovatively broadened by the Consultant in their proposal in an efficient manner and within the time period defined under Section 1.9.
- Establish Kick-off meeting: Upon the award notification, execution of the Contract, and issuance of the NTP, the Kick-off meeting shall be organized to introduce the NJSEA and the Consultant project team and discuss the Work Plan, mechanism of reporting, invoice filing, the project status calls/progress report, and NJSEA requirements to adopt MAP4S.
- Ongoing project status meetings: The Consultant team shall communicate with the NJSEA Project Manager/Chief of Transportation on a regular basis to discuss the project’s progress, needs, and challenges, and to get directions from the NJSEA. Upon FHWA request, the Consultant may require to convey the project progress to FHWA. The Consultant shall develop an agenda and hold these meetings (virtually/in-person) as needed.
- Ongoing Coordination: During the execution of the project, extensive coordination shall be performed to inform and learn from local communities, and present and get feedback from STF, various stakeholders, and the NJSEA Board of Commissioners. The Consultant shall develop a meeting agenda and corresponding content to present and provide minutes of these meetings. The optimal method of communication shall be incorporated into the Work Plan, which can be further optimized over the course of the project execution.

Deliverables:

- I. Work/Schedule Plan
- II. Kickoff meeting minutes
- III. Regular meetings with the NJSEA staff

Task 2: Assist NJSEA with establishing Safety Task Force (STF) and local public outreach program

NJSEA has an ambitious goal to establish a broad and comprehensive local outreach program to obtain feedback from local communities, particularly from disadvantage communities, active minority businesses within the District, and pedestrian/bicyclist and transit/share mobility

organizations and advocacy groups. Their feedback can assist NJSEA and the Consultant to implement systematic and proactive approaches to safety by identifying locations with safety risks that may not be detected with conventional methods (reactive approach). This task is one of the project's key milestones. The following subtasks are expected to be performed under Task 2:

- **Develop Community Outreach Plan:** A safety campaign shall be initiated to reach out to underserved communities and businesses to incorporate their safety concerns into MAP4S. Various methods of community outreach shall be utilized. Proposers shall delineate effective approach(es) in their proposal based on their prior experiences or other approaches to communicate with locals, particularly in disadvantage communities, such as developing marketing materials, public meetings, and designing website pages. Upon developing the community outreach plan, the NJSEA and Consultant shall work collaboratively to implement the approved approaches.
- **Develop an online geospatial outreach tool to collect feedback from locals to identify areas with safety risks:** The Authority believes various venues are required to reach out to local communities and businesses. While NJSEA encourages proposers to delineate proposed tactics to effectively reach local communities, investigations and prior experience from some agencies have shown that the development of a geospatial tool that will compile a community's feedback to pinpoint sites with safety risks is an effective approach. The proposer is expected to develop such a tool, which can be hosted by NJSEA, and define tactics to solicit the public to participate in this safety campaign.
- **Assist with organizing STF meetings and present the project outcomes at key milestones:** The STF shall consist of representatives from the District's 14 constituent municipalities and Bergen and Hudson counties, in addition to advocacy groups. A series of meetings held virtually/in-person is envisioned to be held over the course of this project. The Consultant shall assist NJSEA to hold these meetings, present outcomes at key milestones of the project deployment, compile STF feedback via survey or other means of communication, and incorporate this information into MAP4S.

Deliverables:

- I. Community outreach plan
- II. Community online geospatial outreach tool
- III. STF meeting minutes and presentation materials (first meeting)
- IV. Collection of data compiled from public/community

Task 3: Review safety action plan requirements and practices

As the IIJA-USDOT-SS4A program is relatively new, its requirements are expected to be updated frequently. It is the Consultant's responsibility to review and leverage the most current Federal requirements to develop MAP4S. Furthermore, the Consultant shall review the Safety Action Plan developed or underway by counties and locals to learn and coordinate accordingly. The following subtasks are expected to be performed under Task 3:

- **Review current USDOT/FHWA requirements regarding Safety Action Plans and Implementation Grants:** It is critical that the Consultant be familiar with and up-to-date on all requirements, resources, strategies, and initiatives, as this program progresses. Particularly, the familiarity of the Consultant with USDOT tools and resources is vital to

define and analyze equity, including FHWA Socioeconomics and Equity Analysis, EPA Environmental Justice screening, and USDOT-SS4A underserved communities' census tracts.

- Compile and review existing safety practices and action plans: There are many efforts underway nationally, statewide, regionally, and within the District to launch the Vision Zero initiative. Concurrently with the NJSEA's MAP4S, Hudson County has initiated the development of the Hudson County Safety Action Plan. Furthermore, Jersey City adopted its Vision Zero Action Plan in 2019. The North Jersey Transportation Planning Authority (NJTPA) is also in the process of creating Local Safety Action Plans for some counties under its jurisdiction, including Bergen County. These plans will meet the guidelines of the IJA-SS4A grant program. The Consultant is expected to review and learn from other practices and programs on all levels (i.e. nationally, statewide, regionally, and locally) to create the most comprehensive and a state-of-the-art safety action plan for the Meadowlands District.
- Coordinate and complement existing safety action plans: The MAP4S should be in harmony or complement current plans developed or to be developed. The Consultant shall coordinate with municipalities and counties within the District and NJTPA to understand and complement their current efforts. It is important to note that the Hudson County Plan and NJTPA Local Safety Action Plan won't cover the area of Hudson and Bergen Counties, which are under the Meadowlands District. MAP4S shall cover those areas.

Deliverables:

- I. A technical memo reviewing current requirements, plans, and practices on a national, statewide, regional, and local scales
- II. Documentation of coordination efforts

Task 4: Perform network screening

MAP4S is being initiated with the notion of providing safe and equitable transportation infrastructure for all. Conventional crash and safety analyses commonly utilize crash data to define high risk crash locations. While this approach defines problematic areas, it is biased toward state roadways that have high crash frequencies and skews attention to areas that contain transportation infrastructure and facilities that already exist but are not safe enough. Consequently, the majority of infrastructure investment focusses on mostly state highways or major arterials to address deficiencies of these facilities, while many minor arterials, collectors, and local roadways that should be designed with the idea of "Complete Streets" take no share or only an insignificant amount of the safety budget as they are not designed to accommodate all modes of transportation including pedestrians and cyclists.

With this consideration, MAP4S will implement a systematic approach for network screening to identify sites with safety concerns based on crash data (reactive approach) and community input (proactive approach) to establish and promote equitable safety and mobility for all. This is particularly important as the District has industrial-oriented land uses with a high number of heavy vehicles in addition to abundant natural areas suitable for walking and cycling, where no extensive facilities exist for these users. The following subtasks are envisioned to be performed under Task 4. Proposers can expand on these subtasks. The proposer's narrative shall clearly demonstrate their

familiarity with USDOT requirements and latest state-of-the-art practices in Safety in developing an equitable Safety Action Plan.

- Collection of crash data: Based on current practice, the collection of historical crash data within the past 3 to 5 years is required to perform crash analyses. However, this common practice may need to be reassessed in light of the COVID pandemic, which might skew the results. All pertinent fields within police crash reports shall be collected, such as crash type, crash severity, lighting conditions, surface conditions, driver's/pedestrian/bicyclists features and conditions, and vehicle types. Crash contributing factors shall be analyzed.
- Collection of site data with safety concerns: Input collected under Task 2 from the community outreach program and STF shall be reviewed, field verified, and classified based on further data compiled by the Consultant in performing safety and risk analyses. The classification of this data can be performed based on the potential occurrence of a specific crash type(s).
- Collection of demographic and socioeconomic data: The District demographic data and other pertinent information shall be collected to facilitate socioeconomic and equity analysis.
- Collection of traffic data: Ideally, traffic data shall be collected under three main categories: 1) historical traffic data such as vehicle traffic volume and roadway classification, 2) vehicle operating data compiled from connected vehicle database to reflect vehicle operating speeds or sudden braking within roadway segments/corridors/arterials, and 3) VRU data reflecting areas utilized frequently by pedestrians and bicyclists. The existing capability of proposers to furnish this information/data shall be weighted accordingly as defined in the selection criteria in Section 1.8. The two latter categories assist in defining problematic areas and proposing appropriate safety countermeasures in both reactive and proactive approaches to safety.
- Catalog transportation infrastructure and facilities: Thorough cataloging of transportation facilities/infrastructure shall be performed to assist in the assessment of safety needs. Furthermore, a relatively comprehensive cataloging of VRU facilities within the District is vital to assist municipalities in their future safety analyses.
- Collection of land use and environmental data: Land use information and environmental data shall be compiled to assist in analyzing the impact of land use and truck activities on VRU safety and performing environmental justice screening, which is one of important screening aspects of equity analyses based on USDOT guidelines.
- Identify safety problems/concerns: The Consultant shall define the methodologies that will be implemented to perform crash and severity analyses. Compiled crash and traffic data will facilitate crash and severity analyses under this subtask. All risk factors shall be analyzed under MAP4S with meticulous consideration to VRU crashes. Classified data from the community outreach program shall be utilized and incorporated under this subtask.
- Identify and categorize safety concerns/emphasis areas: Based on the outcomes of the prior tasks/subtasks and collected data, locations with a high number/rate of a specific crash type shall be identified and classified in order to develop a series of suitable safety countermeasures in the upcoming task.

- Perform equity analyses in emphasis areas: For each emphasis area, the equity analysis shall be carried out to augment the development of ranking methodology performed in an upcoming task.

Deliverables:

- I. Ongoing progress status calls/meetings with NJSEA Staff
- II. A technical memorandum summarizing work performed under this task

Task 5: Develop a list of prioritized safety improvement projects

Development of the list of prioritized safety countermeasure projects recommended for implementation is one of the project's key milestones. The Consultant shall identify indicators/metrics to facilitate the development of a prioritization methodology to rank safety countermeasure projects. The incorporation of some metrics delineated below is warranted to satisfy USDOT-SS4A grant requirements. Feedback from the STF members on the list of developed projects and further refinement of this list shall be performed. The following subtasks are expected to be performed under Task 5:

- Develop safety countermeasure projects: Upon identifying safety emphasis areas/locations, the Consultant shall develop a series of safety countermeasure projects along with estimated costs associated with the design and implementation of each project. These projects shall be identified from the list of approved safety countermeasures for which Crash Modification Factors (CMF) are already developed by FHWA, or safety treatments that show some evidence of reducing crashes or promoting safety. As the Meadowlands District is located in a flood prone area, all developed safety countermeasure projects shall be flood resilient and consider supplemental strategies to satisfy this important factor.
- Identify prioritization indicators/metrics: The safety countermeasure projects shall be ranked based on different qualitative and quantitative metrics as defined under this subtask. While the Consultant shall develop comprehensive metrics to rank and prioritize safety projects, the following metrics shall be included and weighted accordingly in the ranking methodology to satisfy USDOT-SS4A requirements:
 - Be located in disadvantaged community(ies)
 - Promote transportation equity
 - Consider flood resilience and preparedness
 - Support sustainability considering climate change
 - Promote economic competitiveness
 - Cause least adverse impacts on environment
 - Reduce GHG emission
- Develop prioritization/ranking methodology: the Consultant shall develop a prioritization methodology to rank safety countermeasure projects based on metrics developed in prior subtasks. Upon ranking safety projects, highly rated safety projects will be identified and recommended for implementation. This subtask will help municipalities to select a specific high ranking project, from among a pool of safety projects defined in their town for implementation.
- Assist in organizing STF meetings: Feedback session with the STF members shall be organized to compile input on recommended safety projects that are warranted for the deployment and implementation. After collecting their inputs during the meeting or

through survey, the list of safety countermeasure project(s) recommended for implementation might need to be revised.

Deliverables:

- I. Ongoing progress status calls/meetings with NJSEA Staff
- II. A technical memorandum summarizing work performed under this task
- III. STF meeting minutes and presentation materials and survey results (second meeting)

Task 6: Recommend safety policy and process of changes

Based on SS4A guidelines, “Implementation Grant” funding can be awarded to an eligible applicant after the development or revision of a Safety Action Plan and when the applicant’s high ranking official demonstrates their commitment to the Vision Zero Initiative or reducing roadway fatalities or injuries by a specific date. With this consideration, the Consultant shall review current safety policies and regulations within the District and recommend appropriate policies and rule-making decisions that should be initiated to promote a safety culture and advocate for a Vision Zero initiative. The following subtasks are expected to be performed under Task 6:

- Review current safety policies and regulations: The Consultant shall understand and learn how municipalities and counties within the District address traffic roadway safety through their jurisdiction and whether they have currently or underway any specific policies, guidelines, or regulations to promote traffic safety, advocate walking and cycling, or monitor safety for all users of the transportation system. This task can be facilitated through collecting feedback from the STF members in the previous two meetings held prior to this task. Furthermore, the Consultant shall also review current successful Safety Action Plans nationwide to understand their approaches to promote safety culture and how safety policies and guidelines are incorporated into their current practices to assist them in recommending appropriate safety policies and rule-making decisions.
- Perform a policy need assessment: Learning from the prior subtask, a gap analysis shall be performed to recognize existing gaps in policies and regulations to promote safety culture within the District. Special policy needs assessment shall be performed for disadvantaged communities to make sure that their needs are recognized in this subtask. The Consultant shall also review the current USDOT requirements to learn these requirements and incorporate them into their findings and policy need assessments.
- Recommend policies and guidelines to establish Vision Zero Initiative: The ultimate goal of MAP4S is to implement safety improvement projects developed under this plan. However, this cannot be accomplished without initiating Vision Zero. The commitment of high-ranking officials to safety should be established prior to applying for an “Implementation Grant”. Simultaneously, these officials cannot commit to this goal without taking a systematic approach and having a safety policy framework in place. Overarching strategies and an array of recommendations shall be developed to achieve this goal, from modifying regulations that will obligate developers to embrace safety and mobility for all in all aspects of new developments (both on- and off-site); public education to educate the public to share roads with all, particularly with pedestrians and cyclists; to enforcement to monitor the implementation of safety regulations in roads and sites, emergency responders to manage roadway traffic for speedy response to reduce fatality, and embracing all communities to understand different needs and promote safety for all.

The Consultant shall recommend guidelines and policies to embrace all of the above focus areas, while considering safety for all and promoting a safety culture in which no roadway fatality is justified.

Deliverables:

- I. Ongoing progress status calls/meetings with NJSEA Staff
- II. A technical memorandum summarizing recommended policies and guidelines

Task 7: Develop A Safety Assessment Tool (local aid)

Initial meetings with some members of the STF have revealed that they have an overall concern that MAP4S won't cover problematic safety areas, which are not within the Meadowlands District boundary. To address this concern, a goal of MAP4S is to provide locals with a Safety Assessment Tool (SAT) to facilitate their own safety assessment to enhance the Safety Action Plan for areas that will not be captured under MAP4S. Both, MAP4S framework and the SAT, will provide a roadmap and tool, respectively, for the NJSEA and local agencies to update and/or enhance the Safety Action Plan. The SAT developed under this task shall facilitate the analysis process to provide guidelines and recommendation on how to develop and prioritize safety improvement projects. The proposers shall clearly detail the environment of the system that would be designed and maintained. The most important feature of the SAT should be the user-friendliness of the tool, and outcomes should be presented to be easily comprehended by decision makers. The following subtasks are expected to be performed under Task 7:

- Collect input from the STF: The Consultant shall utilize input collected from previous meetings with the STF to understand how the tool can satisfy their upcoming needs. Furthermore, the Consultant can collect ideas from the STF on menus and design elements or features.
- Design and implement SAT: It is envisioned that the tool will facilitate safety analysis assessment for a specific site by directing municipalities to input the necessary data for the site, performing safety analysis for the site, proposing safety countermeasure strategies for the site, and ranking sites based on metrics and methodologies delineated under MAP4S. All safety improvement projects and the prioritization methodology developed under MAP4S shall be incorporated into SAT as initial inputs to test the application. The Consultant can choose any platform, as long as they identified it in their proposal. However, it is important to recommend maintenance provisions and to address cyber security of this tool, as this tool is envisioned to be utilized by many stakeholders after the conclusion of this project. Proper maintenance recommendations shall be developed, especially if the tool is required to be maintained in the cloud. It is plausible that the Consultant already has its own proprietary tool that can be tailored for this project. In all cases, the cyber security plan shall be developed to satisfy the SS4A requirements.
- Organize a training session: After beta testing of the software application using NJSEA staff, one virtual training session shall be held to introduce and train the STF members.

Deliverables:

- I. Ongoing progress status calls/meetings with NJSEA/FHWA Staff
- II. Safety Assessment Tool/Software Application and its manual
- III. A virtual training session with the STF

Task 8: Document lessons learned and develop updated strategies

Since MAP4S is the first Safety Action Plan for the Meadowlands District, lessons to be learned during the execution of this project shall be documented from its initiation through its adoption. These lessons will be leveraged in the next phased update of MAP4S, which shall be carried out at least once every five years, in accordance to SS4A guidelines. Furthermore, a safety post-evaluation framework shall be developed to assist future efforts in the systematic evaluation of projects constructed/implemented or safety plans/projects required to be updated. The performance metrics and evaluation strategies shall be identified by the Consultant to assist NJSEA with updates, and local and county stakeholders with the post-evaluation of projects constructed. This step is crucial, as it demonstrates whether these entities are on track to reach their ultimate goal of Zero fatalities. The following subtasks are expected to be performed under Task 8:

- Document lessons learned and recommendations: Valuable lessons can be gained during the execution of this project, from delineating the most impactful tactics to reach communities, particularly disadvantaged communities, and minority businesses within the District, to organizing a STF within the District, and finally to the adoption of the first safety action plan. Learning from such lessons, an array of recommendations shall be developed to facilitate the future implementation of safety improvement projects and the procedures of the next update.
- Develop a post-evaluation framework: This subtask establishes a framework on how the assessment should be carried out after the implementation of safety project(s) and how to assess the level of impacts of the constructed projects in reducing fatality and injury. This framework is envisioned to assist public agencies to assess their efforts to achieve the ultimate goal of Zero fatalities or reducing fatalities and injuries by a specific date. The outcomes will be crucial for engineers, planners, and high ranking officials to appraise their current actions and adjust their policies and actions to reach their ultimate goal, which is Zero fatalities.

Deliverables:

- I. Ongoing progress status calls/meetings with NJSEA Staff
- II. A technical memorandum summarizing worked performed under this task

Task 9: Develop MAP4S final report for adoption

This task is one of the project's key milestones. The Consultant shall create and submit a draft of the final report of MAP4S to the NJSEA Staff for review and comment. After incorporation of NJSEA comments, the draft of the final report shall be presented to STF to compile their feedback. Thereafter, the draft of final draft shall be presented in a public hearing overseen by the STF chairperson before being presented to the NJSEA Board of Commissioners for adoption by resolution. After adoption of the MAP4S and the corresponding Governor's veto period, the MAP4S report is officially finalized and this task is concluded. The following subtasks are expected to be performed under Task 9:

- Develop a draft of MAP4S final report: Technical memoranda created during the execution of the project can be utilized to develop the final report. However, the compilation of all technical memoranda shall not serve as a final report. The final report shall demonstrate a cohesive document, which shall be assembled, edited, and presented professionally. This

task must not be taken lightly. After collecting NJSEA feedback, the draft final report shall be presented to STF members to collect their feedback.

- Hold a public Hearing: One public hearing will be organized by NJSEA and will be overseen by the STF chairperson. The Consultant shall present the outcomes of the project at this public hearing. The draft final report shall be shared with the public in advance of this public hearing, via the NJSEA website and community outreach program venues developed under Task 2 to demonstrate how community's inputs are incorporated into the MAP4S.
- Develop the final report for adoption: After consideration of public comments and corresponding revisions to the draft of the final report by the Consultant, the draft of final report will be presented to the NJSEA Board of Commissioners for adoption by resolution. Upon the acceptance of the MAP4S final report by the NJSEA Board of Commissioners and the corresponding Governor's veto period, the MAP4S report is officially finalized and the project can be concluded.

Deliverables:

- I. MAP4S final report
- II. Meeting minutes with STF
- III. Public Hearing presentation and documents
- IV. NJSEA Board meeting presentation and documents

E. Contracting with Small and Minority Businesses, Women's Business Enterprises

Since the inclusion of Small/Minority/Women's business enterprises is strongly encouraged within the proposer's team, **the tasks, subtasks, and work schedules shall be adjusted to conform to 2 CFR 200.321 guidelines, which can be found at the following link:**

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.321>. Proposers shall elaborate on tactics and approaches to satisfy 2 CFR 200.321 guidelines.

F. Project Schedule:

RFP issued:	10/06/2023
Last day for questions on RFP:	10/27/2023
Anticipated posting of written responses to questions:	11/3/2023
Deadline for submission of proposals:	11/20/2023
Oral Presentation if requested:	December 2023
Anticipated notification of selection and notice of award:	January 2024
Anticipated Execution of contract/NTP:	February 2024

1.2. Preparation of Proposal Submittal

A. All Proposal submittals shall be sent electronically to the following email address no later than 5:00 p.m. on **November 20, 2023**. Proposals will NOT be accepted after the aforementioned date and time.

Nadereh Moini, Ph.D., P.E., P.T.O.E., P.T.P.
Chief of Transportation
map4s@njsea.com

B. All proposals besides the proposal's narrative as described in Section 1.5 shall enclose a copy of the firm's NJ Business Registration Certificate and the following completed documents, provided herein in Section 2.00, Proposal Terms, Conditions, Forms, and Documents:

- 2.1 Proposal Submittal Form
- 2.2 Affidavit of Authorization (must be notarized)
- 2.3 Non-Collusion Affidavit (must be notarized)
- 2.4 Moral Integrity Affidavit (must be notarized)
- 2.5 Corporate Resolution Form
- 2.6 MacBride Principals Form
- 2.7 Set-off for State Tax
- 2.8 Sub-Consultant Identification Form
- 2.9 Cost Proposal Forms
- 2.10 SBE/MBE/WBE/VBE/DBE certification

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., P.T.P., Chief of Transportation, at map4s@njsea.com. All questions must be received on or before 2:00 p.m. on October 27, 2023, 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 this 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 and execute work on each task of this project. Respondents shall identify the key personnel who will be available for the entirety of the project period, as long as that individual is employed by the responding firm.

B. Please note that Respondents are strongly discouraged from presenting the resumes of firm personnel who will not play a significant role in carrying out the work program for the Project. It is important to note that if the key personnel named under the proposal should be replaced by other key personnel who are not named under the proposal, the qualification of new members of the team shall be affirmed by the NJSEA. With that said, it is advised that the list of key personnel be prepared carefully. The proposed contributions of key personnel shall be quantified in the detailed project budget. If the Respondent intends to team with other firms, information regarding said firms shall be submitted as part of the Qualifications section of the proposal, and proposal shall explicitly define which works 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. **The proposal’s narrative shall not exceed 20 pages. 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 electronically no later than 5:00 p.m. on **November 20, 2023** to the email address identified in Section 1.2. 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 to not exceed 20 pages consisting of:

- a. Understanding of tasks, challenges pertinent to performing these tasks, approaches to deal with these challenges using their resources and collective experience, and key issues to be addressed;
 - b. Description and graphic presentation of the team organizational chart, defining the project manager and key personnel along their titles for lead proposers and all other sub-consultants to perform services timely and efficiently under this contract;
 - c. Project management plan establishing a time plan to perform each task efficiently and within the time period specified in Section 1.9.
4. Cost Proposal Form;
 5. Required forms and documents described above in Section 1.2B and in Section 2.00;
 6. Firm qualifications (no more than 5 pages per firm)- Related firm's experience to perform tasks documented under this RFP by indicating the list of related projects undertaken by the firm within the last 7 years, project managers for each project, and clients' names;
 7. Resumes of key personnel demonstrating roles of key personnel in projects undertaken, which are similar to the services requested herein (no more than 2 pages per person);
 8. One Sample of recent related work performed by the firm; and
 9. Three (3) prior relevant work references.

C. Cost Proposal:

The respondent shall complete the cost proposal form depicted in Section 2.3.10. The cost proposal sheet shall be provided for each sub-consultant separately for each service set to perform.

1.6. New Jersey Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, proposers must provide proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury prior to the time a contract, purchase order, or other contracting document is awarded or authorized.. Respondent's business registration certificate should be submitted contemporaneously with the submittal.

1.7. Causes for Rejection

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

1. Failure to be responsive to these documents;
2. Failure to present its pertinent qualification for the work presented under this RFP;
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:

Proposals will be ranked by an evaluation committee 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 points: **(100 points total)**

1. Description of the proposed approach and the project’s team experience: **(overall 70 points)**
 - 1.1. Innovation and creativity of the proposed approach and scope of work presented for each task; **(20 points)**
 - 1.2. Prior experiences of the proposer performing similar work, such as crash and safety analyses, possessing a proprietary safety tool, and/or accessibility to real-time traffic and VRU data; **(15 points)**
 - 1.3. Demonstration of the availability of experienced personnel assigned to this project to perform services set forth in this RFP by demonstrating a number of projects that they will be involved during the execution of this project; **(10 points)**
 - 1.4. Experience of key personnel in assignments of similar scope, size, and complexity; **(15 points)**
 - 1.5. Demonstration that the proposer’s team has the capability, resources, and facilities to fulfill services set forth in this RFP; **(5 points)**
 - 1.6. Organization of the proposed project team. **(5 points)**
2. Cost Proposal will be scored based on the Total Estimated Budget line from “Table A: Total Cost Proposal Form” depicted in Section 2.3.10. **(25 points)**
3. Demonstration of familiarity with the District and NJSEA. **(5 points)**

1.9. Project Time Period

Work under this project is anticipated to be completed within 18 months after issuing the Notice To Proceed (NTP). This time period cannot be extended per USDOT requirement. It is recommended that the proposers make all efforts to allocate enough expert resources to complete this work within this time frame.

1.10. Contract Negotiation and Award

The NJSEA will award the project to the most qualified, responsible Proposer 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 all required forms and certifications described in Section 3. All evaluation, rankings, negotiations, and selections are subject to the NJSEA Board of Commissioners' approval.

The Award is not binding upon the NJSEA until the NJSEA has executed the Contract. No person shall perform any Work in furtherance of the Contract until the Contract has been executed.

End of Section 1.00

SECTION 2.00
PROPOSAL TERMS, CONDITIONS, FORMS AND DOCUMENTS

2.1. Instructions

2.1.1. 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.

2.1.2. 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.

2.1.3. Public Law 2005, Chapter 51, N.J.S.A. 19:44a-20.13-25 and Executive Order No.333

New Jersey law insulates the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 (“Chapter 51”) and Executive Order No. 333 (2023).

2.1.3.1 For Contracts Awarded Pursuant to a Fair and Open Process: Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 (“Chapter 51”), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do not require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

2.1.3.2 For Contracts Awarded Pursuant to a Non-Fair and Open Process: Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 (“Chapter 51”), and Executive Order No. 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, 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 Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor during certain specified time periods.

2.1.3.3 Definitions: A “fair and open process” means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23 (P.L.2005, c.51, rev. P.L.2023, c.30).

A “Continuing Political Committee” means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which

in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a continuing political committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8(b)(8). A Continuing Political Committee does not include a “political party committee,” a “legislative leadership committee,” or an “independent expenditure committee,” as defined in N.J.S.A. 19:44A-3.

2.1.3.4 Two-Year Certification Process: Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form for Non-Fair and Open Contracts is valid for a two (2) year period. Thus, if a Business Entity and/or vendor receives approval on January 1, 2022, the certification expiration date would be December 31, 2023. Any change in the Business Entity’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51 forms to the contracting State Agency. Please note that it is the Business Entity’s responsibility to file new forms with the State should these changes occur.

2.1.4. 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 2.2.

2.1.5. 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 Consultant shall submit with the Proposal all completed documents listed in this section, except the Proposal Form.

2.1.6. Small/Minority/Women/Disadvantaged/Veterans Business Enterprise

As the involvement of Small/Minority/Women/Disadvantaged/Veterans businesses is strongly encouraged, the following provides definitions and requirements of these business enterprises.

2.1.6.1. Small Business: Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories:

- For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).
- For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

2.1.6.2. Disadvantaged Business Enterprise (DBE) : In accordance with regulations of the United States Department of Transportation (USDOT), 49 CFR Part 26, the New Jersey Department of Transportation (NJDOT) has established a Disadvantaged Business Enterprise (DBE). The NJDOT has received federal financial assistance from the UDSOT, and as a condition receiving this assistance, the NJDOT has signed an assurance that it will comply with 49 CFR Part 26.

Based on the NJDOT definition, to be eligible for DBE certification, the firm must be a small business, according to the Small Business Administration (SBA) size standards, and be 51% owned, and controlled by one or more socially and economically disadvantaged individuals whose personal net worth does not exceed \$1.32 million. African Americans, Hispanics, Native Americans, Asian-Pacific, and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged.

2.1.6.3. Veteran and Disabled Veteran-Owned Business: A "Veteran" is any citizen and resident of the State of New Jersey now or hereafter honorably discharged or released under honorable circumstances who served in any branch of the Armed Forces of the United States or a Reserve component thereof for at least 90 days and shall include disabled veterans. A "Veteran-owned business" is a business that has its principal place of business in the State, is independently owned and operated, and at least 51% of the business is owned and controlled by persons who are veterans.

2.1.7. Cost Proposal

The Cost Proposal shall be submitted on the Cost Proposal Forms, attached herein Section 2.3.10

2.1.8. Proposal Delivery and Identification

All Proposal submittals must be sent electronically to the following email address no later than 5:00 p.m. on November 20, 2023. Proposals will NOT be accepted after the aforementioned date and time.

Nadereh Moini, PhD, P.E., P.T.O.E., P.T.P.

Chief of Transportation

map4s@njsea.com

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.

Any Proposal Submittal may be withdrawn prior to the aforementioned closing time for receipt of Proposal Submittals by sending an email to map4s@njsea.com.

2.1.9. Document Examination

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.

2.1.10. 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: map4s@njsea.com on or before **October 27, 2023**.

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. **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 map4s@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.

2.1.11. 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.

2.1.12. 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.

2.1.13. 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

2.1.14. 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.

2.2. 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.

	PROPOSAL SUBMISSION REQUIREMENT	Respondent's Initials
1	Proposal Submittal Form	
2	SBE/DBE/MBE/WBE/VBE Certificate	
3	Affidavit of Authorization (must be notarized)	
4	Non-Collusion Affidavit (must be notarized)	
5	Moral Integrity Affidavit (must be notarized)	
6	Corporate Resolution Form	
7	MacBride Principals Form	
8	Set-off for State Tax	
9	Sub-Consultant Identification Form	
10	Experience Affidavit Form	
11	Cost Proposal Form	

2.3. FORMS

2.3.1. STATE OF NEW JERSEY – NJSEA Proposal Submittal Form

TO: New Jersey Sports & Exposition Authority (NJSEA)

RE: On-Call Engineering Services

This Proposal Submittal will not be accepted after **5:00 p.m., Monday, November 20, 2023**. 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, 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 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: _____

2.3.2. 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_____

2.3.3. 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 _____

2.3.4. 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_____

2.3.5. 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:

Meadowlands Actin Plan for Safety-MAP4S, 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____

2.3.6. STATE OF NEW JERSEY – MACBRIDE Principles Form



MACBRIDE PRINCIPLES 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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder 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 principles 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 principles 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 principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, 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 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 may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(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

2.3.7. 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: _____

2.3.8. 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 blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

2.3.9. STATE OF NEW JERSEY – NJSEA - EXPERIENCE AFFIDAVIT FORM

The Proposer shall state below, or on sheets to be attached, at least (3) projects, that they have completed which were similar to this Contract, and during which the products specified herein were used. The information required below shall include the title of the contract; the owner’s name, address, and telephone number; and the dollar value of work completed. This information will assist the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY in judging the Proposer’s experience, skill, and business standing.

The undersigned is (an Individual, a Partnership, a Corporation) under the laws of the State of _____, and having principal offices at

_____.

(Signed) _____

(Address) _____

(Date) _____ 20_____

2.3.10. STATE OF NEW JERSEY - NJSEA COST PROPOSAL FORM

Table A: Total Cost Proposal Form*

Task Number	Task Description	Equipment & Materials Description	Cost of Equipment/ Materials	Task Labor Cost**	Estimated Budget
Task 1	Project management and coordination				
Task 2	Assist NJSEA with establishing Safety Task Force (STF) and local public outreach program				
Task 3	Review safety action plan's requirements and practices				
Task 4	Perform Network Screening				
Task 5	Develop a list of prioritized safety improvement projects				
Task 6	Recommend safety policy and process of changes				
Task 7	Develop a Safety Assessment Tool				
Task 8	Document lessons learned and develop update strategies				
Task 9	Develop MAP4S final report for adoption				
Total Estimated Budget***					

* Fill in the cost of tasks and the total budget in corresponding columns.

** Extracted from Table B:Task Labor Cost Table.

*** Sum of all tasks' costs

Table B: Task Labor Cost Proposal Form

Task Number	Staff Name & Firm*	Hourly Rate**	Total Hours
Task 1	Staff x / Firm A		
	Staff Y / Firm B		
	...		
Task 2	Staff x / Firm A		
	Staff Y / Firm B		
	...		
.			
.			
.			
Task 9	Staff x / Firm A		
	Staff Y / Firm B		
	...		

* If there is more than one firm

** Including Overhead

End of Section 2

SECTION 3.00
CONTRACT TERMS, CONDITIONS, FORMS, AND DOCUMENTS

3.1. Payment and Completion

3.1.1. Review and Acceptance of Applications for Payments

Upon completion of each task, the Consultant can submit a payment application that meet the standards set forth by USDOT and NJSEA. The payment application should contain the details of services provided during the payment period.

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 coordinate Work with Sub-consultants or other entities.
- Failure of the Consultant to make payments properly to Sub-consultants, manufacturers, or suppliers.
- 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 maintain insurance and/or to provide proof of insurance.

3.1.2. Review and Acceptance of Application for Final Payment

After the NJSEA has notified the Consultant of the acceptance of the final Work, the application for the final payment shall also be submitted to NJSEA.

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.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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.)

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.

3.9. 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.

3.10. 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>.

3.11. 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 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.

3.12. 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.

3.13. Contract Document Check List

	Contract Submission Requirement	Initial each item submitted
1	NJ Business Registration Certificate	
3	Professional Liability Insurance	
2	Compensation Insurance Certificate	
4	Affirmative Action Compliance Form: Letter of Federal Affirmative Action Plan Approval; or Certificate of Employee Information Report; or Employee Information Report Form AA302	
5	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	
6	Ownership Disclosure Form, pursuant to N.J.S.A. 52:25-24.2	
7	Public Law 2005, Two-year Chapter 51 and Executive Order 333 (2023) Disclosure Form	
8	Public Law 2005, Chapter 271 Disclosure Form	
9	Disclosure of Investment Activities in IRAN Form	
10	Disclosure of Prohibited Activities in Belarus Form	
11	New Jersey Equal Pay Act (submitted to D.O.L. – State of NJ)	
12	Signed and Completed Contract	

3.14. Forms

3.14.1. 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.

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.

3.14.2. 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: **MEADOWLANDS ACTION PLAN FOR SAFETY- MAP4S**

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.

3.14.3. STATE OF NEW JERSEY - Ownership Disclosure 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

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ VENDOR {BIDDER}: _____

PART 1		
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 FOR IS NOT REQUIRED.		
	YES	NO
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}?	<input type="checkbox"/>	<input type="checkbox"/>
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.		
2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>
IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.		

PART 2	
PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES". 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.	
INDIVIDUALS	
NAME _____ ADDRESS 1 _____ ADDRESS 2 _____ CITY _____ STATE _____ ZIP _____	
NAME _____ ADDRESS 1 _____ ADDRESS 2 _____ CITY _____ STATE _____ ZIP _____	
NAME _____ ADDRESS 1 _____ ADDRESS 2 _____ CITY _____ STATE _____ ZIP _____	
Attach Additional Sheets If Necessary.	

PART 2 continued <u>PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES</u>		
ENTITY NAME		
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE	ZIP
ENTITY NAME		
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE	ZIP
ENTITY NAME		
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE	ZIP
ENTITY NAME		
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE	ZIP

Attach Additional Sheets If Necessary.

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 percent 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 percent 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.

<u>CERTIFICATION</u>	
<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>	
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature (Do not enter vendor ID as a signature)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Print Name and Title	
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> FEIN/SSN	

3.14.4. STATE OF NEW JERSEY – Public Law 2005, Two-year Chapter 51 and Executive Order 333 (2023) Disclosure Form

Two-Year Chapter 51 /Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts

FOR STATE USE ONLY	
Solicitation, RFP, or Contract No. _____	Award Amount _____
Is the contract being awarded pursuant to a "fair and open process" pursuant to P.L.2023, c.30? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Description of Services _____	
State Agency Name _____	Contact Person _____
Phone Number _____	Contact Email _____
<input type="checkbox"/> 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."

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholders of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

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 candidate.

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.	
Remove Contribution	Click the "Add a Contribution" tab to enter additional contributions.

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.	
Remove Contribution	Click the "Add a Contribution" tab to enter additional contributions.

Add a Contribution

☐ 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 a candidate committee or election fund of any candidate for the public office of Governor or election fund of holder of public office of Governor.
- b) During the term of office of the current Governor to a candidate committee or election fund of a holder of the public office of Governor.
- c) Within the 18 months immediately preceding the last day of the sitting Governor's first term of office to a candidate committee or election fund of the incumbent Governor.

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 any candidate committee or election fund of any candidate or holder of the public office of Governor.

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 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, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

3.14.5. STATE OF NEW JERSEY – NJSEA Public Law 2005, Chapter 271 Disclosure Form

	STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY
	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 _____

3.14.6. Disclosure of Investment Activities in IRAN Form



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 130 TRENTON, NEW JERSEY 08626-0130

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c. 25 and P.L. 2021, c. 4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey 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 <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. 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.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c. 25 and P.L. 2021, c. 4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ 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 New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

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 _____

3.14.7. Disclosure of Prohibited Activities in Belarus



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

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

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

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

OR

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

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

Description of Prohibited Activity

Attach Additional Sheets if Necessary.

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

Signature of Authorized Representative _____ Date _____

Print Name and Title of Authorized Representative _____

Vendor Name _____

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

3.14.8. 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 into 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 3

Exhibit A

<div style="font-size: 2em; margin: 0;">S S</div> <div style="font-size: 2em; margin: 0;">4 A</div>	<h3 style="margin: 0;">Safe Streets and Roads for All</h3> <h3 style="margin: 0;">Self-Certification Eligibility Worksheet</h3>	<div style="font-size: 2em; margin: 0;">S S</div> <div style="font-size: 2em; margin: 0;">4 A</div>	<h3 style="margin: 0;">Safe Streets and Roads for All</h3> <h3 style="margin: 0;">Self-Certification Eligibility Worksheet</h3>
<p>This worksheet is not meant to replace the NOFO. Applicants should follow the instructions in the NOFO to correctly apply for a grant. See the SS4A website for more information: https://www.transportation.gov/SS4A</p> <p>Instructions: This content is from Table 2 in the NOFO. The purpose of the worksheet is to determine whether or not an applicant's existing plan(s) is substantially similar to an Action Plan.</p> <p>For each question below, answer "yes" or "no." If "yes," cite the specific page in your existing Action Plan or other plan(s) that corroborate your response, or cite and provide other supporting documentation separately.</p> <p>An applicant is eligible to apply for an Action Plan Grant that funds supplemental action plan activities, or an Implementation Grant, only if the following two conditions are met:</p> <ul style="list-style-type: none"> • Answer "yes" to Questions 3 7 9 • Answer "yes" to at least four of the six remaining Questions 1 2 4 5 6 8 <p>If both conditions are not met, an applicant is still eligible to apply for an Action Plan Grant that funds creation of a new action plan.</p>			
Lead Applicant:	UEI:		
<p>1 Are both of the following true?</p> <ul style="list-style-type: none"> • Did a high-ranking official and/or governing body in the jurisdiction publicly commit to an eventual goal of zero roadway fatalities and serious injuries? • Did the commitment include either setting a target date to reach zero, OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date? 	<div style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div> <p style="font-size: 0.8em;">If yes, provide documentation:</p>		
<p>2 To develop the Action Plan, was a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring?</p>	<div style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div> <p style="font-size: 0.8em;">If yes, provide documentation:</p>		
<p>3 Does the Action Plan include all of the following?</p> <ul style="list-style-type: none"> • Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region; • Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types; • Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users; and, • A geospatial identification (geographic or locational data using maps) of higher risk locations. 	<div style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div> <p style="font-size: 0.8em;">If yes, provide documentation:</p>		
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center; font-size: 0.8em;"> Still have questions? Visit the SS4A website SS4A Self-Certification Eligibility Worksheet Page 1 of 2 </div> </div>			
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center; font-size: 0.8em;"> Still have questions? Visit the SS4A website SS4A Self-Certification Eligibility Worksheet Page 2 of 2 </div> </div>			
<p>4 Did the Action Plan development include all of the following activities?</p> <ul style="list-style-type: none"> • Engagement with the public and relevant stakeholders, including the private sector and community groups; • Incorporation of information received from the engagement and collaboration into the plan; and • Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate. 			
<div style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div> <p style="font-size: 0.8em;">If yes, provide documentation:</p>			
<p>5 Did the Action Plan development include all of the following?</p> <ul style="list-style-type: none"> • Considerations of equity using inclusive and representative processes; • The identification of underserved communities through data; and • Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics. 			
<div style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div> <p style="font-size: 0.8em;">If yes, provide documentation:</p>			
<p>6 Are both of the following true?</p> <ul style="list-style-type: none"> • The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and • The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards. 			
<div style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div> <p style="font-size: 0.8em;">If yes, provide documentation:</p>			
<p>7 Does the plan identify a comprehensive set of projects and strategies to address the safety problems in the Action Plan, time ranges when projects and strategies will be deployed, and explain project prioritization criteria?</p>			
<div style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div> <p style="font-size: 0.8em;">If yes, provide documentation:</p>			
<p>8 Does the plan include all of the following?</p> <ul style="list-style-type: none"> • A description of how progress will be measured over time that includes, at a minimum, outcome data. • The plan is posted publicly online. 			
<div style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div> <p style="font-size: 0.8em;">If yes, provide documentation:</p>			
<p>9 Was the plan finalized and/or last updated between 2017 and 2022?</p>			
<div style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div> <p style="font-size: 0.8em;">If yes, provide documentation:</p>			

**DEVELOPMENT OF
MEADOWLANDS ACTION PLAN FOR SAFETY – MAP4S**

CONTRACT

Prepared By

New Jersey Sports & Exposition Authority

One DeKorte Park Plaza, Lyndhurst New Jersey 07071

www.njsea.com

January 2024

**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 or the Authority, the party of the first part, and:

referenced herein as the Consultant, Contractor, or Respondent , the party of the second part (collectively referred to herein as the “Parties”).

WITNESSETH, that

Whereas, the NJSEA intends to obtain the Consultant to develop the first Meadowlands Action Plan for Safety – MAP4S for the Hackensack Meadowlands District to promote safe and equitable transportation and advocate Vision Zero Initiative within the District;

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).
- B. Addenda
- C. Proposal
- D. Cost Proposal
- F. Any other Contract Amendments

2. SCOPE OF WORK

2.1. The Consultant shall furnish all labor, materials, equipment, software, and services necessary for the development of MAP4S and provide all necessary accommodation to perform this work effectively, efficiently, and in a timely manner, in accordance with the Contract Documents.

2.2. In the event of conflict between the terms of this Contract, the RFP as amended, and the Proposal; this Contract will prevail over the RFP; and the RFP will prevail over the Proposal and any of the other Contract Documents.

3. CONTRACT TERM

Work under this Contract is expected to not exceed 18 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 NJSEA 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 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 2.3.10. 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/her 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 software 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/her interests or obligations hereunder without notice to and written consent of the other party.

14. GUARANTEE AND CORRECTION OF DEFECTIVE WORK

14.1. 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.

14.2. 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. 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:

(Signature)

(Date)

(Typed Name of Authorized Signatory)

(Typed Title)

FOR THE NJSEA:

Paul Juliano
President & CEO

(Date)