BIDDER'S PROPOSAL

New Jersey Transit Corporation One Penn Plaza East Newark, NJ 07105-2246

The undersigned hereby declares that I/We	SHAUNE	Sw, FT+	
FRANK DELAFUENTE			_

having carefully examined the Invitation for Bid, the Forms of Proposal, General Provisions, Specifications, DBE Provisions as listed in this Contract, and being familiar with local conditions affecting the c 14ost of work, hereby will contract to do all work, complete, in place, according to the General Provisions, Specifications, and any Addenda to said Documents, and all other work in connection and incidental thereto for the amount stated below.

Enclosed with this proposal are the following items:

- Bid Price Form
- Bid Security
- Non-Collusion Affidavit
- Contractor's Certification of Eligibility
- Request for Change Form
- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Ownership Disclosure Form
- Source Disclosure Certification Form
- Certification for Contracts, Grants, Loans and Cooperative Agreements
- Disclosure of Investment Activities in Iran
- DBE Requirements
- Buy America Certification
- Prevention of Drug and Alcohol Abuse in Transit Operations Certification
- Acknowledgment of Receipt of Addenda

EXHIBIT 1 BID PRICE FORM

FUEL TRUCKS FOR EMERGENCIES SUPERSTORM SANDY RECOVERY AND RESILIENCE PROGRAM BID NO. 15-021

Bidders shall use this form to provide their unit and extended prices. The Total Amount Bid is the total of the item prices.

ltem <u>No.</u>	Material/Services to be supplied	<u>Qty</u>	Unit <u>Price</u>	Extended <u>Price</u>
1	Fuel Trucks	2	\$355,038=	#510,07600

VENDOR NAME: Mid-Atlantic Truck Centre INC

Bidders shall use this form to provide their unit and extended prices. The Total Amount Bid is the total of the item prices.

BASIS OF AWARD: An award, if any, will be made to the lowest responsive, responsible bidder for each item or the total amount bid as indicated in the specifications.

The Bidder, by completion of this form, certifies that he/she has reviewed the Invitation for Bid and the enclosed Contract and agrees the above total amount bid is the cost for supplying the goods/materials/services as specified therein, and also certifies he/she is authorized to obligate his/her firm to provide the goods/materials/services as specified in the enclosed Contract.

Firm Mid-Atlantic Truck Centre INC.
Firm
Chu Ph
Ślgnature S
SHAUNE SWIFT
Printed or Typed Name
Sec. Treasurer Title
525 Linden Ave West Linden N.V. 07036 Address
908-862-8181
Phone
6-11-15
Date
PAYMENT TERMS: NJ TRANSIT's standard payment terms are Net 30 days. Prompt payment discounts may be offered and must be a minimum of 10 days.

Discount:

Maximum time period <u>NeT</u> 30 day Terms .
Percentage <u>-0-</u>

NOTE: Although prompt payment discounts will not be considered in determining low bid, NJ TRANSIT reserves the right to take advantage of any such discounts offered.





KNOW ALL MEN BY THESE PRESEN	
andexisting under the laws of the State ofin the State of New Jersey, as SURETY, a Corporation in the penal sum of ten percen listed below, for the payment of which will ar severally bind ourselves, our heirs, executors,	re held and firmly bound unto NJ Transit t (10%) of the amount bid for the project od truly to be made, we hereby lointly and
Signed, sealed, and dated thisthousand	day oftwo
	n is such that whereas the principal is
NOW, THEREFORE, THE CONDITI SUCH, that if the said principal shall execute performance thereof within ten (10) NJ Trar writing of the award of such contract to prince the obligee the sum, not exceeding the pen contract, covering the said proposal, properly obligee and some third party, may exceed obligation shall be void; otherwise, it shall remarks	nsit business days after being notified in ipal, or if the principal or surety shall pay alty hereof, by which the amount of the and lawfully executed by and between the the amount bid by principal, then this
Witness or Attest:	
	(Principal)
Witness or Attest:	
	(Surety)

Certification to the authority of the attorney in fact to commit the Surety Company must accompany this Bond, and true and correct statement of the financial condition of said surety company.



1701 Golf Rd, 1-600 Rolling Meadows, IL 60008

Toll Free 800-448-4642 Fax 847-321-4810 P.O. Box 68309 Schaumburg, IL 60168-0309

Claims Toll Free 800-822-4429 Claims Fax 847-472-6015

BID BOND

Bond No. SR-1752-04-028

KNOW ALL MEN BY THESE PRESENTS: That we:

Mid-Atlantic Truck Centre, Inc.

Principal, and HARCO NATIONAL INSURANCE COMPANY OF ROLLING MEADOWS, ILLINOIS, Surety, are held and firmly bound unto:

NJ TRANSIT, Obligee,

in the sum of:

SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00)

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted or is about to submit a proposal, or has entered into a Contract with said Obligee, dated <u>June 11, 2015</u> for:

BID NO. IFB#15-021 SUPERSTORM SANDY RECOVERY

AND RESILIENCE PROGRAM FUEL TRUCKS FOR

EMERGENCIES

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with Surety acceptable to Obligee; or if Principal shall fail to do so, indemnify the Obligee for damages which Obligee may suffer by reason of such failure not exceeding the penalty set forth on the face of this bond, then this obligation shall be void; otherwise to remain in full force and effect. The Surety shall not be held responsible for any damages resulting if the fulfillment of the terms of the contract are delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any circumstances not within the control of the Principal and which by the exercise of reasonable diligence the Principal is unable to prevent.

This bond automatically terminates 120 days from date of issuance.

Sealed with our seals and dated this 3rd day of June. 2015.

Principal (8) May 1	
Signature SHANNE SWIFT	(Seal)
Name Sec. Treasurer	obside from the Control of the Contr
Title	

HAR ONAL INSURANCE COMPANY

Signature (Sea Tandy Fitts

Name

ATTORNEY-IN-FACT

Title



1701 Golf Rd, 1-600 Rolling Meadows, IL 60008

Toll Free 800-448-4642 Fax 847-321-4810 P.O. Box 68309 Schaumburg, IL 60168-0309

Claims Toll Free 800-822-4429 Claims Fax 847-472-6015

Bond # SR-1752-04-028

CONSENT OF SURETY (TO ACCOMPANY PROPOSAL)

HARCO NATIONAL INSURANCE COMPANY (hereinafter called Surety), organized and existing under the laws of the State of Illinois and duly authorized and qualified to transact business in the State of NEW JERSEY in the consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration of other valuable consideration, hereby certifies and agrees that if the contract for which the attached proposal is made be awarded to Mid-Atlantic Truck Centre, Inc. (hereinafter called Contractor) for the performance of certain work or the supplying of certain materials, or both, as more particularly set forth in said proposal and described for purposes of this instrument as a proposal to and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance and will provide the Contractor with a bond in the full amount of the contract price.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this <u>3rd</u> day of <u>June</u>, <u>2015</u>.

HARCO NATIONAL INSURANCE COMPANY

Name of Insurance Company

P.O. Box 68309

Schaumburg, IL 60168-0309

Address

Tandy Fitts

Attorney-In-Fact



ADMINISTRATION OFFICE: 1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008-4241

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the HARCO NATIONAL INSURANCE COMPANY has made, constituted and appointed and by these presents does make, constitute and appoint:

Carol Carbonaro or Tandy Fitts or Thomas Weber or Vickie Egan

each its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

any obligee

provided that no bond or undertaking of contract of suretyship executed under this authority shall exceed in amount the sum of \$500,000 (Five Hundred Thousand Dollars). This Power of Attorney shall be valid for one year from the date as written below.

The Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 25th day of May , 1977.

"RESOLVED, That the President or a Vice President may, from time-to-time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact.

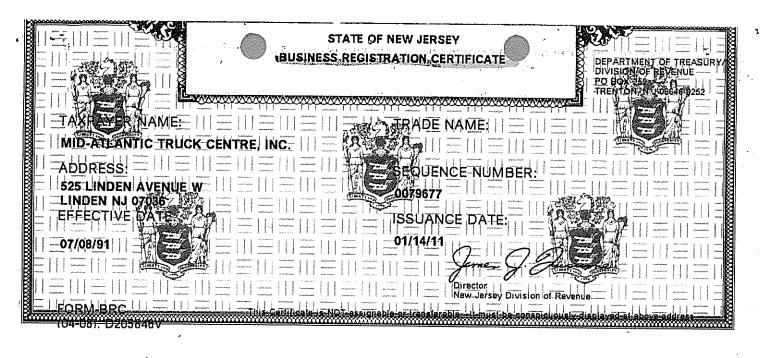
FURTHER RESOLVED, That the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted. The signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding upon the Company."

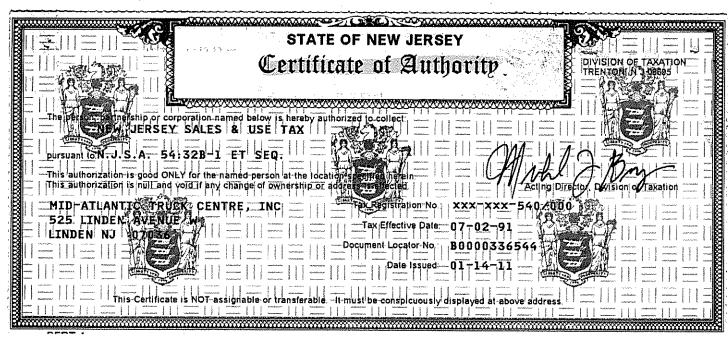
IN WITNESS WHEREOF, The HARCO NATIONAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its Vice President and certified by its Secretary or Assistant Secretary on this <u>3rd</u> day of <u>June</u>, <u>2015</u>.

HARCO NATIONAL INSURANCE COMPANY

AVP Director of Distribution & product Development

Sr. Vice President





Certification 12352

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Freasurer has approved said report. This approval will remain in effect for the period of 15/SEP-2011 to 15-SEP-2018

MID-ATLANTIC TRUCK CENTRE INC 525 LINDEN AVE. W.

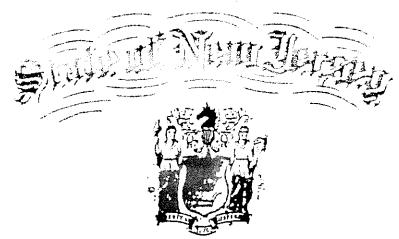
LINDEN

NJ 078

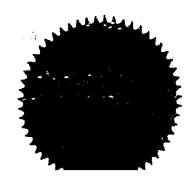
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Andrew P. Sidamon-Enstot!

State Treasurer



Department of State.



Ju	Testimon	y Allhercol	, I ha	ve heri	cunto
	set my hi	and and.	affixed s	my Ojj	n icial
	Seal at :	Trenten, li	his	27th	
	day of	June	_9.9	1.9	91
		it a	11/	٠ ,	

EXHIBIT 3 NON-COLLUSION AFFIDAVIT

STATE OF:
COUNTY OF UNION:
I, Shave Swift of the City of Linden in the County of UNION and the State of UT of full age, being duly sworn according to law on my oath depose and say that:
I am
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 Mid-Atlantic Truck Centre Inc. (Name of Contractor)
Shaume Phy Signature SHAUNE SWIKT
SHAUNE SWILT
Type or Print Name
Subscribed and sworn to before me this
27th day of May, 2015.
Notary Public of
My commission expires 1/11, 2017.

MONICA ARELLANO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires: 1/11/17

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

Mid-Atlantic Truck Centre-Rinsert Name of Company), he	arahy
certifies that it is not listed on the "Record of Suspensions Deharments	and
Disqualifications" published by the N.J. State Treasury in accordance with New Je	ersey
Executive Order No. 34.	_
Mid-Atlantic Trues Centre (Insert Name of Company), is curregistered and active with no exclusions on the consolidated U.S. Government, System Award Management (SAM) database	ently
registered and active with no exclusions on the consolidated U.S. Government, Sys	stem
for Award Management (SAM) database.	
Signature Ph	
Signature	
_ SHANNE SWIFT	
Type or Print Name	
rype or First Name	
Sec Treasurer Title	
Title	
Date: 5-27-15	

REQUEST FOR CHANGE FORM - AHACLEL

	BID NO	
Company Name:	Date:	
Page& Paragraph:		
Request:		

REQUEST FOR CHANGES

BID NO. IFB No. 15-021

Fuel Trucks for Emergencies Superstorm Sand Recovery & Resilience Program

Company Name: Mid-Atlantic Truck Centre, Inc. Date: 05/07/2015

Sec # 2.14 Document Holder (Can you mention Twist type, the part number is correct)

Sec# 18.1 Deliver chassis to body co. is about 90 days after an order is placed. Body and installation ??? I don't know if 210 is enough, please ask body builder

Sec# 18.2 & 19.9 Does NJT want IRP or commercial plates??

Thank You, Frank Dela Fuente

REQUEST FOR CHANGES

BID NO. IFB No. 15-021

Fuel Trucks for Emergencies Super storm Sand Recovery & Resilience Program

Company Name: Mid-Atlantic Truck Centre, Inc. Date: 05/20/2015

Sec 13.1 Warranty.

Cab chassis & Front & Rear axles; Spec asks for 2 years unlimited miles we can offer 2 years or 100,000 miles or 150,000 miles (unlimited miles not available)

Also we offer this warranty that is not mentioned please insert if desired:

Exhaust AFTERTREATMENT {Navistar} To 84-Month or 250,000 Miles or 9,000 Hours whichever comes first; Aftertreatment Coverage for Navistar N13 Engines

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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 contractor 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

The contractor or subcontractor 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 contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A; 10:5-31 et seq., as amended and supplemented from time to time and the American with Disabilities Act.

The contractor or subcontractor 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 contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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 contractor 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 contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 & Property CCAU EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

NEW JERSEY TRANSIT CORPORATION PROTEST PROCEDURE

I. PURPOSE

This section describes the policies and procedures governing the receipt and resolution of vendor protests in connection with an Invitation for Bid (IFB) or Request for Proposal (RFP).

II. POLICY

A. Parties

Only an interested party may file a protest.

B. <u>Types of Protests/Time Limits</u>

- 1. Protests based upon alleged restrictive specifications or alleged improprieties in NJ Transit's procurement process must be filed no later than (5) days prior to the bid opening date, or no later than (5) days prior to the closing date for receipt of initial proposals.
- 2. Protests based upon alleged improprieties of a Bid shall be filed no later than five (5) days after the Protestor knows or should have known of the facts giving rise thereto.
- 3. Protests based upon the award of a contract shall be filed no later than (5) days after the notification to the unsuccessful firms of NJ TRANSIT's intent to award, or no later than five (5) days after an unsuccessful firm becomes aware of NJ TRANSIT's intent to award a contract, whichever comes first.
- 4. All protests must be filed in writing. Oral protests will not be accepted.

C. Where to File

Protests must be filed directly with NJ Transit's Contracting Officer, or designee, at the address indicated in the solicitation.

D. The Protest

- 1. The protest must contain the following information:
 - A. The name, address, and telephone number of the protestor.
 - B. Identity of the IFB or RFP (by number and description).

- C. A statement of the specific grounds for protest and any supporting documentation. Additional materials in support of the protest will only be considered if filed within the time limits set in Section B.
- D. An indication of the ruling or relief desired from NJ TRANSIT.
- 2. If the protest is filed before contract award, the potential contractor will be advised by NJ TRANSIT of the pending protest.
- If deemed appropriate by NJ TRANSIT, an informal conference on the merits of the protest may be conducted with all interested parties allowed to attend.

E. Confidentiality of Protest

Material submitted by a protestor will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest documents and the alleged proprietary information must be so identified wherever it appears.

F. Response to the Protest

NJ TRANSIT's Contracting Officer, or designee, will respond to the protest within a reasonable time after receipt of the protest by NJ TRANSIT. NJ TRANSIT's response shall address only the issues raised originally by the protestor.

G. Rebuttal to NJ TRANSIT's Response

The protestor may submit a written rebuttal to NJ TRANSIT's response, addressed to the Contracting Officer, but must do so within five (5) days after receipt of the original NJ TRANSIT response. New issues in the rebuttal will not be addressed by NJ TRANSIT. After receipt of the protestor's rebuttal, the Contracting Officer will review the protest and notify the protestor of his final decision.

H. Request for Additional Information

Failure of the protestor to comply expeditiously with a request for information as specified by NJ TRANSIT's Contracting Officer, or designee, may result in determination of the protest without consideration of the additional information. If any parties to the protest request information from another party, the request shall be made to NJ TRANSIT's Contracting Officer, or designee, and shall be complied with by the other party within five (5) days if NJ TRANSIT so directs.

I. Request for Reconsideration

If data becomes available that were not previously known, or there has been an error of law, a protestor may submit a request for reconsideration of the protest.

NJ TRANSIT's Contracting Officer will again review the protest considering all currently available information. The Contracting Officer's determination will be made within a reasonable period of time, and his decision will be considered final.

J. <u>Procurement Process Status</u>

Upon timely receipt of a protest, NJ TRANSIT will delay the opening of bids until after resolution of the protest for protests filed prior to the bid opening date, or withhold award until after resolution of the protest for protests filed after bid opening. However, NJ TRANSIT may open bids or award a contract whenever NJ TRANSIT, at its sole discretion, determines that:

- a. The items or work to be procured are urgently required; or
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to NJ TRANSIT or the Federal Government.

K. Federal Transit Administration (FTA) Involvement

Where procurements are funded by the FTA, the protestor may protest to the FTA only where the protest alleges that NJ TRANSIT failed to have or to adhere to its protest procedures, failed to review a complaint or protest, or alleges a violation of a Federal law or regulation. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

L. <u>Definitions</u>

- 1. "Days" means working days.
- "File or Submit" means date of receipt by NJ TRANSIT's Contracting Officer.
- 3. "Federal Law or Regulation" means any valid requirement imposed by Federal statute or regulation governing contracts awarded pursuant to the grant agreement. This includes the requirements as stated in FTA Circular 4220.1F.
- 4. "Contracting Officer" means the Chief of Procurement and Support Services or his designee as indicated in the solicitation document.

Goods and Services (Federal) 3/2015

- 5. "Interested Party" means all bidders/offerors. It may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.
- 6. "Potential Contractor" means the bidder that is in line for award of the contract in the event that the protest is denied.

TERMINATION FOR CONVENIENCE BY NJ TRANSIT

- (a) NJ TRANSIT may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in NJ TRANSIT's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to NJ TRANSIT, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case NJ TRANSIT shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to NJ TRANSIT (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to NJ TRANSIT.
 - (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which NJ TRANSIT has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by NJ TRANSIT under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request NJ TRANSIT to remove those items or enter into an agreement for their storage. Within 15 days, NJ TRANSIT will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:
- (1) The contract price for completed supplies or services accepted by NJ TRANSIT (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of --
- (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and
- (iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.
 - (3) The reasonable costs of settlement of the work terminated, including --
- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that NJ TRANSIT expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of NJ TRANSIT property.
- (i) The cost principles and procedures of part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted --
- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
- (2) Any claim which NJ TRANSIT has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to NJ TRANSIT.
- (I) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

- (m) (1) NJ TRANSIT may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to NJ TRANSIT upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Required for Contracts Over \$25,000

Instructions for Certification

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant* is providing the signed certification set out below.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NJ TRANSIT may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to NJ TRANSIT if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarment", "suspended", "ineligible", "lower tier covered transaction", "participant", "persons", "lower tier covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 20]. You may contact NJ TRANSIT for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NJ TRANSIT.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
- 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
- 9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NJ TRANSIT may pursue available remedies including suspension and/or debarment.

Exclusion - Lower Tier Covered Transaction

- (1) The prospective lower tier participant certifies by submission of this bid or proposal, that neither it nor its principals [as defined at 49 CFR 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Shaune</u> PK Signature

SHAUNE Swift Sec. Trussurer Print Name & Title

Exhibit 10

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N.J.S.A 52:34-13.2 CERTIFICATION

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: Mid-Atlantic Tex Centre Solicitation Number IFB-15-021				
I hereby certify and say:				
I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.				
The Contractor submits this Certification as part of its bid in response to the referenced solicitation issued by NJ TRANSIT, in accordance with the requirements of N.J.S.A. 52:34-13.2.				
The following is a list of every location where services will be performed by the contractor and all subcontractors.				
Contractor or Subcontractor Description of Services Performance Location[s] by Country Mid-Affactic Tric Courte warranty, Serv., Parts USA				
Curry Supply Co				
Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director of Contracts, NJ TRANSIT Corporation, One Penn Plaza East, Newark, NJ 07105.				
I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States prior to a written determination by the Contracting Officer, that the services can not be performed in the United States, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for default pursuant to Article 17 of the Goods and Services General Provisions.				
I further understand that this Certification is submitted on behalf of the Contractor in order to induce NJ TRANSIT to accept a bid, with knowledge that NJ TRANSIT is relying upon the truth of the statements contained herein.				
I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.				
Contractor: Mid-Atlantic Toll Centre Inc. [Name of Organization or Entity]				
By: X Sh Plan Sec. Treasurer				
Print Name: SHAUNE SWIFT. Date 5-27-15				

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Signature

Dec. reasurer

Title of Authorized Official

EXHIBIT 13 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Discrete St. MA ESTIMENT MOTIVITIES IN HOMA
IFB No.: 15-021 Bidder: Mid-A+lantic Truck Centre INC.
PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.
Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found at the following Website: http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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 PLEASE CHECK THE APPROPRIATE BOX:
I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
OR
☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed,

accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by

law.

<u>PART 2</u>: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.
IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE COPY AND COMPLETE THIS SHEET AND SUBMIT IT WITH YOUR BID.

Name	Relationship to Bidder/Offeror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Offeror Contact Name	Contact Phone Number
Certification: I, being duly sworn u information	pon my oath, hereby represent and state that the foregoing
Name	Relationship to Bidder/Offeror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Offeror Contact Name	Contact Phone Number
authorized to execute this certificate acknowledge that the State of New thereby acknowledge that I am under through the completion of any contraction of the completion of th	st of my knowledge are true and complete. I attest that I am ion on behalf of the above-referenced person or entity. Jersey is relying on the information contained herein and or a continuing obligation from the date of this certification tracts with the State to notify the State in writing of any on contained herein. I acknowledge that I am aware that it is attement or misrepresentation in this certification, and if I do criminal prosecution under the law and that it will also reement(s) with the State of New Jersey and that the State at resulting from this certification void and unenforceable. Date: Signature: Signature: Date: Date: Signature: Signature: Date: Signature: Signature:

Exhibit 14

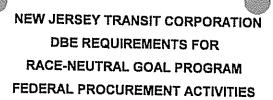


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NEW JERSEY TRANSIT CORPORATION DBE REQUIREMENTS FOR RACE-NEUTRAL GOAL PROGRAM FEDERAL PROCUREMENT ACTIVITIES

This project is a component of our Race Neutral Goal Program; therefore, a Race-Neutral (RN) Disadvantaged Business Enterprise (DBE) goal has been established. NJ TRANSIT will meet a portion of its overall agency goal by using Race-Neutral means of facilitating DBE participation. NJ TRANSIT encourages Contractors to award subcontracts to DBEs.

NJ TRANSIT will track and report the extent of your Race-Neutral and Race-Conscious business assistance efforts. For reporting purposes, Race-Neutral/DBE participation includes, but is not necessarily limited to, the following:

- DBE participation through a prime contract, a DBE obtains through customary competitive procurement procedures,
- DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and
- 3) DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

Pursuant to Federal Regulations 49 CFR Part 26, the following pages will provide bidders/proposers with information about the New Jersey Transit Corporation (NJ TRANSIT) DBE Program requirements, which is administered by the Office of Business Diversity (OBD) Office. Clarification of the DBE specifications along with assistance in completing the forms can be obtained by calling (973) 491-7593. Prospective bidders will also have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s).

A list of certified DBE firms may be found in the NJ Unified Certification Program (NJUCP) Directory at www.njucp.net. Note: Use of this list does not relieve the Bidder/Proposer/Prime contractor/consultant of responsibility to seek DBE participation from other sources. The list is updated daily and must be checked periodically, as firms are certified and decertified daily.

These DBE specifications are a part of the Contract and shall be binding upon the successful Bidder/Proposer and Prime in the pre and post-award stages of NJT professional services, construction, and goods and services contracts. These specifications shall be binding upon sub-recipients and imposed on their contractors.

1.1 POLICY

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of NJT that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime signs with a

DBE Requirements for Federal Procurement Activities

1.2 ASSURANCE

- The Prime contractor/consultant, or subcontractor/subconsultant shall not discriminate on the basis of race, 1.2.1 color, national origin, or sex in the performance of this contract. The Prime contractor/consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor/consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate (49 CFR 26.13).
- This language is included to comply with relevant Federal law and to ensure that all persons who enter 1.2.2 into any direct or indirect form of contractual agreement with NJT are aware of their responsibilities and the commitment of NJT to see that NJT's DBE Policy is carried out in all instances.

1.3 DBE GOAL FOR THIS PROJECT

As an aid in meeting the commitment of its DBE Program, NJT is setting a race neutral goal of the gross sum bid/proposal to certified NJUCP DBE firms. A race-neutral measure is one that is used to assist all small businesses, including DBEs. For the purposes of this part, race-neutral includes gender-neutrality.

1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

- Failure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in 1.4.1 breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s). Refer to articles 5.6-5.7
- All required forms, including the supplemental section (see articles 2.3-2.4) must be submitted in accordance 1.4.2 with the requirements. Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal.
- Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid. 1.4.3
- The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally 1.4.4 seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. Refer to article 2.0
- Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide 1.4.5 subcontracting quotations to other Bidder/Proposers are prohibited.
- The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an 1.4.6 acceptable basis to not meet the goal or demonstrate a good faith effort to do so.
- The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS 1.4.7 code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.
- A DBE firm listed on the First-Tier DBE Utilization Form (Form A) shall constitute a binding representation to 1.4.8 NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate DBE Requirements for Federal Procurement Activities

1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

- 1.5.1 As a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall DBE percentage goal. A TVM must certify that it submitted the annual DBE goal required by 49 CFR 26.49 and FTA has approved it or not disapproved it.
- As a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, the (a) Bidder/Proposer must complete and submit the TVM Certification form with the bid/proposal certifying that it has complied with the requirements of 49 CFR 26,49.
- 1.5.2 NJT may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying with the procedures of this section.

1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

- As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the 1.6.1 required forms, including the supplemental section (if applicable), with the bid/proposal or within seven (7) days after the bid opening or proposal due date. NJT may grant a formal written request to extend this 7day requirement at its sole discretion on a case-by-case basis.
- 1.6.2 Failure to satisfactorily complete or submit all required forms when due may result in determination by NJT that the Bidder/Proposer is non-responsible and may cause rejection of the bid or proposal.
- 1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact, demonstrated a good faith effort. See article 2.0
- 1.6.4 If it is determined that efforts were made to include DBE participation on the contract, however these efforts did not result in meeting the goal, NJT may request that additional efforts be made within 10 business days of the request. If at this time the Bidder/Proposer fails to demonstrate a good faith effort to achieve the goal, NJT shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price and meets the DBE goal or demonstrates a good faith effort and other bid requirements or requirements of 49 CFR Part 26.

2. GUIDANCE ON A GOOD FAITH EFFORT

- To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written 2.1 documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. The Bidder/Proposer/Prime can meet this requirement in either of two ways:
 - (1) The Bidder/ Proposer/Prime can meet the goal.
 - (2) The Bidder/Proposer/Prime shall exhaust the available options referenced in article 2.2 in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.
- The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the (a)

- bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.
- In determining a good faith effort, the OBD will consider the **quality**, **quantity**, and **intensity** of the different (b) kinds of efforts that the Bidder/Proposer/Prime has made. Mere pro forma efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.
- The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in (c) negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and should take a firm's price and capabilities as well as contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by NJT. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- The Bidder/Proposer/Prime's ability or desire to perform the work of a contract with its own organization (d) (self-performance) does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.
- The Bidder/Proposer/Prime shall not reject DBEs as being unqualified without sound reasons based on a (e) thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.
- The OBD will support the Bidder/Proposer/Prime in indentifying ways to meet the assigned contract goal. **(f)**

2.2 A GOOD FAITH EFFORT

The following is a list of actions that NJT will consider as evidence of a Bidder/Proposer/Prime's good faith effort to obtain DBE participation. While exhausting the available options in this list may count as a good faith effort, this list is not intended to be a mandatory checklist, nor is this list intended to be exclusive or exhaustive of all the efforts a Bidder/Proposer/Prime might make to achieve the assigned DBE goal. NJT may require a Bidder/Proposer/Prime to take action above and beyond those listed below to meet the assigned DBE goal.

- The Bidder/Proposer/Prime shall solicit through all reasonable and available means (e.g. attendance at pre-bid (a) meetings, advertising and/or written notices) the interest of all certified DBEs who have the capacity to perform the work of the contract.
 - (1) The Bidder/Proposer/Prime must solicit this interest within sufficient time to allow the DBE to respond to the solicitation.
 - (2) The Bidder/Proposer/Prime must take appropriate steps to follow up on initial solicitations in order to determine with certainty if the DBE firms are interested.
- The Bidder/Proposer/Prime shall select portions of the work to be performed by DBEs in order to increase the (b) likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Prime might otherwise prefer to perform these work items with its own forces.
- The Bidder/Proposer/Prime shall provide interested DBEs with adequate information about the plans, (c) **DBE Requirements for Federal Procurement Activities**

- specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (d) The Bidder/Proposer/Prime shall negotiate with a DBE(s) with the intent to enter into a contract. It is the Bidder/Proposer's responsibility to make a portion of the work available to DBE subcontractors/subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE Primes and suppliers, so as to facilitate DBE participation.
 - (1) Evidence of such negotiation includes: the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (e) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by NJT or the Prime contractor.
- (f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime contractors groups; local, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

2.3 REQUIRED FORMS

- (a) Form A First Tier DBE Utilization: Lists all First Tier DBE firms scheduled to participate on this contract.
- (b) Form A1 Bidder/Proposer Solicitation and Contractor Information: Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, and participating on this contract.
- (c) <u>Form A2- Non-DBE Sub Utilization</u>: Lists all DBE and Non-DBE subcontractors/ subconsultants, including suppliers, participating on this contract.
- (d) Form B Intent to Perform as a DBE Sub: Identifies the work the 1st Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) <u>DBE Good Faith Effort Form (if applicable):</u> Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.
- (f) <u>Trucking Commitment Agreement (if applicable):</u> Identifies all trucking firms (DBE and Non-DBE) participating on this contract, at any tier.
- (g) NJ UCP DBE Certification & NAICS Code Verification: Confirms the DBE status and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.
- (h) *Form E Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award):

 Records monthly payments <u>issued</u> to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.
- (i) Form E2 DBE's Monthly Payment Report (Post-Award): Records monthly invoices submitted by the DBE,

- payments <u>owed</u> to the DBE on past due invoices and payments <u>received</u> from the prime by each DBE subcontractor/subconsultant.
- (j) <u>Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only):</u> Records monthly payments <u>issued</u> to each DBE Prime by NJ TRANSIT to.

*This form is due from the Prime in each month following the notice to proceed issued by NJ TRANSIT. Refer to article 5.2.4

2.4 SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)

- (a) Form AA Second Tier DBE Utilization: Lists all Second Tier DBE firms scheduled to participate on the DBE sub-Prime's contract.
- (b) Form AA1 Second Tier Bidder/Proposer Solicitation and Contractor Information: Lists all Second Tier DBE firms participating on this contract as indicated on Form AA and Form AA2.
- (c) <u>Form AA2- Second Tier Non-DBE Sub Utilization:</u> Lists all DBE and Non-DBE firms including suppliers participating on the DBE sub-Prime's contract.
- (d) Form BB Intent to Perform as a Second Tier DBE Sub: Identifies the work the 2nd Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) NJ UCP DBE Certification & NAICS Code Verification: Confirms the DBE status and NAICS code(s) of each Second Tier DBE subcontractor/subconsultant.

2.5 INSTRUCTIONS FOR COMPLETING REQUIRED FORMS (see glossary for definition of terms)

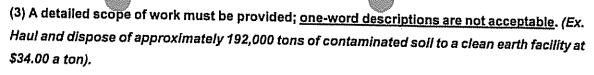
(a) Form A - First Tier DBE Utilization:

Form A is a formal agreement between the Bidder/Proposer and the DBE(s). Replacement/removal of DBE subcontractors/subconsultants/supplier identified on Form A is prohibited after the bid or proposal is submitted to NJT. Refer to article 4.3. A DBE Bidder/Proposer, which lists itself on Form A, is committed to performing the work indicated with its own personnel.

DBEs performing as second tier sub(s) to a **non-DBE sub Prime** should be listed with the name of the non-DBE sub Prime's firm name in parenthesis next to the DBE sub's name. {Ex: DBE Electric Co. (Prime Contractor, Inc.)}

- (1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces. Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.
- (2) For DBE suppliers, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a manufacturer, indicate the full value of its subcontract. If a DBE supplier is a regular dealer, show its total contract value multiplied by 60% (Ex. \$100K x 60%= \$60K). If a DBE supplier is neither a manufacturer nor a dealer, indicate the fee/commission only, not the cost of materials or supplies. See article 3.0 for direction on determining credit toward the goal.

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(b) Form A1 - Bidder/Proposer/Prime Solicitation and Contractor Information:

The Bidder/Proposer must complete and submit **page one** (1). The DBE and non-DBE subcontractors/subconsultants, including suppliers, solicited for, participating on, or expressed interest in this contract must complete **page two** (2).

(c) Form A2- Non-DBE Sub Utilization:

Bidders/Proposers are required to report and submit all dollars committed to non-DBE subcontractors/subconsultants/suppliers. The non-DBE portion of work is <u>not</u> counted toward the assigned DBE goal. **See article 3.0**

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at a ton).

(d) Form B - Intent to Perform as a First Tier DBE Sub:

Each DBE subcontractor/subconsultant/supplier listed on Form A must complete and sign Form B. Note: <u>The Bidder/Proposer/Prime is prohibited from completing any portion of the form and from directing DBE(s) to sign a blank form.</u>

- (1) The Bidder/Proposer/Prime must provide interested DBEs with a copy of appropriate plans, specifications, and requirements of the contract in a timely manner to allow the DBE to prepare an appropriate price quote and submit on time.
- (2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The non-DBE percentage of work is not counted toward the assigned goal.
- (3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. See article 3.0
- (4) The DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: type of services provided, total number of units, price per unit, total cost, etc.

(e) DBE Good Faith Effort: (If Applicable)

Form D applies to any Bidder/Proposer/Prime who failed to meet the assigned DBE goal. This form will assist the Bidder/Proposer/Prime in demonstrating a good faith effort.

If the DBE(s) solicited declines to sign this form, the completed form should be submitted with the Bidder/Proposer's signature only and the OBD will verify the information provided with the firm. Refer to articles 2.0-2.2 for guidance.

Trucking Commitment Agreement: (If Applicable) **(f)**

DBEs must provide information for all DBE and non-DBE trucking firms it will lease from or subcontract to. Subcontracting to a non-DBE trucker means that the non-DBE will perform a portion of the DBE firm's subcontract. Refer to article 3.4

The following documents must be attached for all trucks owned: copy of title(s)/finance agreement(s), registration card(s), insurance card(s), apportioned cab card(s) and/or hazardous material license(s) if applicable. A copy of the title or finance agreement is the only acceptable proof of ownership. The following documents must be attached for all trucks leased: copy of lease agreement(s) established between both firms, title(s), registration card(s), insurance card(s), lease agreement(s), apportioned cab card(s) and/or hazardous material license(s) if applicable.

(g) NJ UCP DBE Certification and NAICS Code Verification:

All DBEs listed on Form A must be certified at the time of contract award. It is the Bidder/ Proposer's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. Status can be verified through www.njucp.net and www.census.qov/eos/www/naics/.

Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher: (h)

Beginning the month following the contract's notice to proceed, the Prime must report monthly payment activity for each DBE subcontractor/subconsultant/supplier; certifies each DBE sub has been paid any amounts due from previous or current progress payments paid to the Prime. (article 5.2.4)

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only) (i)

Beginning the subsequent month following the contract's execution date, the DBE Prime must report its monthly payments received by NJT. Refer to article 5.2.5.

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

(i) Form E2 - DBE's Monthly Payment Report:

The Prime must provide a copy of the Form E2 to each DBE subcontractor/subconsultant/ supplier(s). Beginning the subsequent month following the DBE's execution date, the DBE firm must report its monthly payment activity.

This report is due even if there is no payment activity. This form must be completed and submitted by the DBE only to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

All invoices 30 days past due must be listed in the appropriate field. Identify concerns or issues in the comments section to be addressed by the OBD. (Refer to article 5.2.6)

2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:

Form AA - Second Tier DBE Utilization: The Second Tier DBE must perform 100% of its subcontract with its (a) own forces. A formal request to waive this requirement may be granted, solely at the discretion of the OBD; however, approval is required.

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information: (b)

The DBE sub-Prime must submit and complete page one (1). Second Tier DBE(s) solicited for and participating on this contract must complete page two (2).

Form AA2- Second Tier Non-DBE Subcontractor Utilization: (c)

DBE sub-Primes are required to report and submit all dollars committed to non-DBEs. The non-DBE portion of work is not counted toward DBE participation credit. Refer to article 3.0

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

Form BB - Intent to Perform as a Second Tier DBE Subcontractor: (d)

Each DBE firm listed on Form AA, must complete, and sign. Only Second Tier DBE(s) must complete and sign this form.

The Second Tier DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: type of services provided, total number of units, price per unit, total cost, etc

NJ UCP DBE Certification & NAICS Code Verification: (e)

All DBEs listed on Form AA must be certified at the time of contract award. It is the Bidder/Proposer/Prime's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. Status can be verified through www.njcup.net and www.census.gov/eos/www/naics/.

3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

If a firm is not currently certified as a DBE in accordance with 49 CFR part 26 at the time of the execution of the 3.1 DBE Requirements for Federal Procurement Activities

- contract, the firm's participation will not count toward the DBE goal.
- 3.1.1 A DBE performing less than 51% of its subcontract will not count toward the assigned goal and should not be listed on any forms.
- 3.1.2 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBEs subcontractor/subconsultant is a DBE.
- (a) Work that a DBE subcontracts to a <u>non-DBE firm does not count</u> toward the DBE contract goal.
- (b) When a DBE performs as a participant in a **joint venture with a Non-DBE**, count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (c) A DBE performs a *commercially useful function* when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

A DBE does not perform a *commercially useful function* if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

3.2 COUNTING DBE PARTICIPATION

- 3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.
- (a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate).
- 3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

3.3 DBE PRIME CONTRACTOR GUIDANCE

- 3.3.1 If a <u>DBE Prime</u>, expenditures are counted toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- 3.3.2 A DBE Prime must perform or be responsible at least 30% of the total cost of its contract with its own workforce.
- 3.3.3 If a DBE Prime does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce or subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, NJT will consider that it is not performing a commercially useful function and the DBE Prime shall be in breach of the contract and subject to the appropriate remedies and penalties. Refer to Articles 5.6-5.7

3.4 DBE TRUCKING FIRMS GUIDANCE

3.4.1 A DBE trucking firm is performing a commercially useful function if:

- The DBE is responsible for the management and supervision of the entire trucking operation for which it is (a) responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE qoals.
- The DBE itself owns and operates at least one fully licensed, insured, and operational truck (b) to be used on the contract.
- 3.4.2 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

3.5 LEASING TRUCKS

- 3.5.1 Leased trucks must display the name and identification number of the DBE.
- 3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- 3.5.3 The DBE may also lease trucks from a non-DBE firm, including an owner-operator.
- The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it (a) receives as a result of the lease arrangement.
- 3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.
- This does not preclude the leased truck from working for others during the term of the lease with the consent of (a) the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

3.6 COUNTING MATERIALS AND SUPPLIES

- 3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:
- If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or (a) supplies are counted toward DBE goals.
 - For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the (b) materials or supplies is counted toward DBE goals.
 - For purposes of this paragraph 3.6.1(b), a regular dealer is a firm that owns, operates, maintains a store, (1) warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, (3)

- or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- (4) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph 3.6.1(b).
- (c) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar service. However, any portion of the cost of the materials and supplies themselves do not count toward DBE goals.

4.0 TERMINATION OF DBE(s)

4.1 The Bidder/Proposer/Prime may not terminate for convenience, or any other reason, and then perform the work of the terminated subcontractor/subconsultant with its own forces or those of an affiliate without NJT's prior written consent. Refer to Article 4.3.

Submission of all REQUIRED FORMS is mandatory for the following Articles 4.2 through 4.5

4.2 ADDITION OF DBE(s)

- 4.2.1 Should the Bidder/Proposer/Prime wish to add a DBE not listed on Form A, a written request for the addition of a DBE(s) must be submitted by the Bidder/Proposer/Prime.
- 4.2.2 The Bidder/Proposer/Prime must receive written approval of the OBD <u>prior to</u> the addition of the DBE subcontractor/subconsultant in order for the addition to be credited toward the goal.

4.3 REPLACEMENT OR REMOVAL OF DBE(s)

- 4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.
- 4.3.2 Request for DBE replacement or removal may be made under the following conditions:
 - 1) The DBE materially fails to successfully perform the contract tasks.
 - 2) Under unusual situations referenced in article 4.3.8.
- 4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:
- (a) Written communications (over a period) from the Prime and/or NJT's PM/CM team to the DBE, notifying the DBE of its poor performance must be provided to the OBD.
- (b) The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.

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- (c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.
- (d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.
- 4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD <u>prior to</u> replacement or removal of the DBE subcontractor/subconsultant can be made, <u>regardless of the reason for the replacement or removal</u>.
- 4.3.5 If the OBD issues written approval for the removal of a DBE(s), NJT will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract goal established by NJT for the procurement.
 - These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.
- 4.3.6 Failure to obtain approval from the OBD prior to replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies, audits and penalties. Articles 5.6-5.7
- 4.3.7 If NJT finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in "unusual situations", be permitted to substitute a DBE subcontractor(s)/subconsultant(s).
- 4.3.8 The term "unusual situations", includes, but is not limited to, the following circumstances:
- (a) Failure to qualify as a DBE, or maintain DBE certification status.
- (b) Death or physical disability of a key individual.
- (c) Dissolution, if a corporation or partnership.
- (d) Bankruptcy of the subcontractor/subconsultant, subject to applicable bankruptcy law, and only in instances where the bankruptcy affects the subcontractor/subconsultant's ability to perform.
- (e) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
- (f) Failure or inability to comply with a requirement of law applicable to Primes or, subcontractors/subconsultants.

4.4 WITHDRAWN DBE(s)

- 4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, NJT will require a Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by NJT for the procurement. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.
- 4.4.2 The Bidder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in article 2 are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

4.5 DECERTIFIED DBE(S)

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- 4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify NJT of that fact in writing.
- 4.5.2 If the subcontract has not been executed before the DBE's ineligibility occurs, the Prime will not receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.
- (a) To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.
- 4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.
- 4.5.4 Exception: If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

5.0 AWARD OBLIGATIONS

- 5.1 The Prime must designate a DBE Liaison Officer. The liaison officer will be responsible to NJT regarding DBE subcontract matters.
- 5.1.1 If at any point during the contract's life, the Prime's DBE participation falls below the assigned goal, the Prime must identify additional work or new work items for which it will subcontract to DBEs to the extent necessary to meet the assigned goal. Any new scope of work issued to the Prime shall still be subject to the assigned goal.
- 5.1.2 The OBD will support the Prime in identifying current/future opportunities in the contract to meet the assigned contract goal.
- 5.1.3 Should the Prime seek a change that addresses the DBE's performance, or affects the work scope and/or compensation, the OBD must be notified, prior to implementation, for its review and approval of the changes as soon as possible. No change will be allowed without <u>prior review and approval</u> by the OBD. Failure to notify the office and obtain approval prior to a change shall result in breach of the contract and may be subject to the appropriate remedies, audits, and penalties.
- 5.1.4 Whenever NJT issues project change orders the goal may still apply; the OBD will determine if increased DBE participation will be required.
- 5.1.5 To ensure that all obligations under subcontracts awarded to DBEs are met NJT shall review the Prime's DBE involvement efforts during the performance of the contract.

5.2 POST AWARD DELIVERABLES

5.2.1 After the execution of a contract with NJT, **signed copies** of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD <u>no later than 10 business days after the Prime's contract execution date</u>. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.

DBE Requirements for Federal Procurement Activities 15 of 20

- 5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants no later than two days after the initial pre-construction meeting.
- 5.2.3 Certification of DBE(s) Payments submit monthly with the Form E to the Manager of the OBD and with its monthly invoice submittal to NJT project manager of this project. Refer to article 5.3.2
- (a) The Prime will certify, <u>prior to the issuance of each progress payment by NJT</u>, that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.
- 5.2.4 Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher) submit monthly to the Manager of the OBD. Refer to articles 2.5h and 5.3.2.
 - Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.
- 5.2.5 Form E1 (DBE Prime's Monthly Payment Report) (For DBE Prime Only) submit monthly to the Manager of the OBD.
- 5.2.6 Form E2 (DBE's Monthly Payment Report) Refer to article 2.5j
- (a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.
- (b) Attainment of goals will be monitored and based upon actual payments <u>received</u> by the DBE. Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in article 5.6. If at any time, NJT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.

5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS

- 5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work no later than ten (10) days from the receipt of each payment the Prime receives from NJT for the subcontractor's work. Failure to comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.
- 5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, prior to the issuance of a progress payment by NJT that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. The Prime must submit the Certification of DBE(s) Payments with its monthly invoice submittals to NJT project manager, and with its Form E to the OBD.
- 5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.
- 5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the bond for the Prime. A

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- copy of the notice shall also be submitted to NJT with the certification that payments are being withheld.
- 5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.
- 5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. See article 5.6

5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION

- 5.4.1 The Prime is required to notify the OBD of its intention to withhold payment from a DBE as soon as possible and in advance of taking action. Should the Prime provide notice and proceed to withhold payment from any subcontractor/subconsultant or supplier due to a performance issue or unapproved work performed, an OBD representative shall make an effort to resolve the dispute.
- (a) OBD's efforts shall be limited to meeting with the Prime and the subcontractor/ subconsultant, and reviewing the relevant facts with both parties.
- (b) OBD will not act as a decider of fact nor will OBD direct a settlement to the dispute.
- (c) Any OBD effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute. The Prime is required to send written notification of the above to the OBD immediately.
- 5.4.2 Should payments be withheld that are not related to the previous items mentioned, and/or a determination can be made that the withholding of payments violates the prompt payment clause, NJT may execute the appropriate remedies in accordance with article 5.6.

5.5 PROMPT PAYMENT OF SUBCONTRACTOR RETAINAGE (FOR CONSTRUCTION CONTRACTS ONLY)

- 5.5.1 The Prime must include a contract clause in the subcontractor agreement obligating the Prime to pay <u>all retainage</u> owed to the subcontractor/subconsultant for satisfactory completion of the accepted scope of work no later than 15 days after the DBE subcontractor's/subconsultant's work is satisfactorily completed.
- 5.5.2 Only subcontractors/subconsultants whose work has been 100% completed, including all punch list work or remaining work, and who have supplied closeout documents shall be eligible for release of retainage. Any delay or postponement of payment from the above referenced time frame may occur only for good cause <u>following written</u> <u>approval of NJT</u>.
- 5.5.3 NJT may agree to release an equivalent amount of Prime retainage provided that:
- (a) There is no offsetting claims from NJT (including, but not limited to, liquidated damages), other subcontractors/subconsultants, material men, or workers;
- (b) None of the other reasons to withhold payments specified under the Prime contract exists.
- 5.5.4 Prior to release of the Prime's retainage, the Prime shall provide to NJT executed copies of the following subcontractor closeout documents, (shown in Appendix A of the contract) as appropriate:
- (a) Consent of Surety to Final Payment to the Subcontractor

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- (c) Subcontractor Release of Claims
- (d) Subcontractor Release of Liens and a Certificate of Final Acceptance of Subcontractor Work
- 5.5.5 Notwithstanding NJT's release or partial release of retainage, nothing in this clause shall be deemed to constitute NJT's partial or final acceptance of the work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by NJT, in the form(s).

5.6 REMEDIES AND PENALTIES

- 5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by law):
- (a) The Prime may be ordered to stop work without penalty to NJT.
- (b) The contract may be terminated for breach.
- (c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.
- (d) The relevant performance bond may be enforced.
- (e) NJT may withhold payment of specific invoices.

5.7 LIQUIDATED DAMAGES

- 5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.
- 5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, NJT may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:

 The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).
- 5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.
- 5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by NJT. NJT shall waive liquidated damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

APPENDIX I

GLOSSARY

A Good Faith Effort-the efforts employed by the bidder, which should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

<u>Certification</u> - means the process by which a business is determined to be a bona fide DBE. Any business applying for DBE certification must complete the appropriate NJ Unified Certification Program Application. Certification Applications are available at the OBD.

<u>Disadvantaged Business Enterprise or DBE</u> - means a small business concern:

Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and where one or more of the socially and economically disadvantaged owners controls management and daily business operations. A DBE shall not include a small business concern where that concern or a group of concerns controlled by the same socially and economically disadvantaged individual or individuals has annual average gross receipts in excess of \$22,410,000 over the previous three fiscal years or is not otherwise eligible as a small business as defined by the Small Business Administration in 13 CFR Part 121.

<u>DBE Goal</u> - means numerically expressed objectives for DBE participation on federal contracts Prime contractors are required to make a good faith effort to achieve to the extent necessary to meet the assigned DBE goal.

<u>DBE Sub-Prime</u> - means any 1st Tier DBE subcontractor/subconsultant listed on the Form A that will subcontract any portion of its subcontract/scope of work to a DBE(s) and/or non-DBE(s) firm(s).

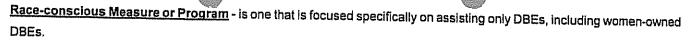
<u>DBE Ineligibility</u> – means a firm's DBE status changes or ceases due to change in ownership, management, or size, etc. <u>DBE Prime</u> – means the successful Bidder is a DBE firm and has a direct contract with NJT.

<u>DBE Trucking Firm</u> – owns and operates at least one fully licensed, insured, and operational truck used on the contract. Is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

First Tier DBE - refers to any DBE listed on the Bidder/Proposer/Prime's Form A and having a direct contract with the Prime.

Joint Venture—means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

<u>Prime</u> - means any contractor or consultant, including a DBE contractor/consultant, who enters into a direct contractual relationship with NJT.



Race-neutral Measure or Program- is one that is focused specifically on assisting all small businesses equally, including DBEs. Such activities include bonding, insurance, and technical assistance. For the purposes of this part, race-neutral includes gender-neutrality.

Reasonable Bid Price - means a price that shall be considered reasonable if the Bidder/Proposer/Prime would have been awarded the contract had the firm submitted the only bid.

Requiar Dealer - means a firm that owns, operates, or maintains an establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock and regularly sold to the public in the usual course of business.

The firm must engage in, as its principal business, and in its own name, the purchase and sale of products in question. Bulk items such as steel, cement and petroleum products need not be stocked, if the dealer owns or operates distribution equipment.

Note: Brokers and packagers are not regarded as regular dealers.

Second Tier DBE - refers to any DBE listed on the DBE Sub-Prime's Form AA.

<u>Subcontractor/ Subconsultant</u> - means any contractor/consultant, including suppliers, who enters into a contract issued by a Prime contractor.

Transit Vehicle Manufacturer (TVM) - is a manufacturer of vehicles used by NJT for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms, which rehabilitate old vehicles, or to manufacturers of locomotives or ferryboats. The term refers to distributors of or dealers in transit vehicles with respect to the requirements of 49 CFR Section 26.49.

<u>U.S. DOT</u> – means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Railroad Administration (FRA).

Withdrawn DBE - a DBE withdraws, or drops out of its contract, or fails to complete its work on the contract for any reason.

Bidders Checklist (for federal contracts)

Upon completion of the Required and/or Supplemental Forms packet(s), please be sure that the completed checklist and the forms listed below are included for each DBE subcontractor listed on the Form A and submitted to the Office of Business Development (OBD) for review.

Note: Failure to complete and submit the forms below will delay the OBD from issuing approval to move forward in the contract award process.

Required Forms

Form A - First Tier DBE Utilization
Form A1 - Bidder/Proposer Solicitation and Contractor Information
Form A2 - Non-DBE Sub Utilization
Form B - Intent to Perform as a DBE Sub
Form D - DBE Good Faith Effort Form
Trucking Commitment Agreement (if applicable)
Supplemental Forms (if applicable)
Supplemental Forms (if applicable) Form AA - Second Tier DBE Utilization
Supplemental Forms (if applicable) Form AA - Second Tier DBE Utilization Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information
Form AA - Second Tier DBE Utilization Form AA1 - Second Tier Bidder/Proposer Solicitation and
Form AA - Second Tier DBE Utilization Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information

REQUIRED FORMS

ENCLOSED FOR COMPLETION (MANDATORY):

Form A; A1; A2; B; D & Trucking Commitment Schedule

TO BE OBTAINED AND SUBMITTED (MANDATORY):

Copy of a valid NJUCP DBE Certificate (Provided by 1st Tier DBEs.)

Consult DBE Program Requirements for further guidance.

First Tier DBE UTILIZATION - FORM A

Project Name: Fuel Trucks - Emany, 55	Spuly NJT Contract No:	15-021	
Assigned DBE Goal %:NJT Procurement Specialist		510,076,00	
First Tier DBE must perform at least 51% of its subcontract valu yoal.			n toward the
Name, Address and Telephone # of DBE Subcontractor/Subconsultant — Powe	Provide <u>Detailed</u> Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Sub- consultant Work (\$) Awarded	Percentage of Subcontract Work (%)
None			7
			a _/
			0/3
			%
			%
or DBE suppliers, show original subcontract value multiplied by 60% i2,000*60%=\$1200). For DBE portion of work, subtract Non-DBE portion of ork from original subcontract value.	TOTALS	\$	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
the undersigned will enter into a formal agreement with the DBE(s) listed in indersigned understands that removal/replacement of the DBE(s) listed is Nevelopment and receiving WRITTEN APPROVAL from the Office of Business is be determined by NJ TRANSIT. Tompany Name: Mid - Af/Aufic Juck (company Name:	or post-award), without submits Development. Failure to obtain written approval shall result in the br	tling a written request to the (each of contract and subject to	Office of Business corrective action

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

JT Contract No: 15 02/	Project Title: Fuel Truck Emg 55 SANdy
rime Contractor: Mid-Atlantic Tours Courte	Telephone #: 908 867 8(8)
ale:	
Complete the information below for Piddor/Proposer/Prime/ol working	attenut att =

Complete the information below for Bidder/Proposer/<u>Prime(s) working on the project.</u> Use Page 2 for all subcontractors/subconsultants participating on or solicited for this project.

	solicited for this	s project.	paraorpaing on a
	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
Company's Full Name	Mid-Atlantic Truck Contre 525 Linden Ave w.	Inc	
Address	505 Linden Ave W.		
Dity	Linden NJ		
<u>Zip</u>	67036		
County	USA		
hone	908 862 8181		
⁻ ax			
:-mail	FDEIAFUENTE @ Mid-Atlantic	Truck . con.	
)wner	Eugene Sidor		
)ate Established	1991		
Pate Certified			
Ithnicity	white		
ender	Male Non-DBE		
ertification Status: DBE or Non-DBE	Non-DBE		
ederal Tax ID # / SSN #			
nnual Gross Receipts: Less than \$500K - \$500K to \$1M - \$1M to \$2M - \$2M to \$5M - \$5M and over Idicate the letter that applies	2M To 5 M		
rimary NAICS Code:			

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

JT Contract No:	Project Title: Fuel Tril Ems SS Smyly
rime Contractor: M. L-Atlantic Truck Contre Fore	Telephone #: 908 86 28 187
ate: 57-15°	

Complete the information below for "ail" subcontractors/subconsultants solicited for or participating on this project.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name	Curry Supply Co.		
\ddress	1624 Curry Ville Rd		
City	Corryvill PA.		
lip .	16631		
County	USA.		
³hone	FIU-793- 2879		
ax			
:-mail	Chetzgar ocurry supply, com		
)wner	Ritchey, JASON		
ate Established	1932		
tale Certified	N-4		
thnicity	White	***************************************	
lender	mple.		
ertification Status: DBE or Non-DBE	NOM DBE		
ederal Tax ID # / SSN #			
nnual Gross Receipts: - Less than \$500K - \$500K to \$1M - \$1M to \$2M - \$2M to \$5M - \$5M and over idicate the letter that applies	ZM TO SM		
rimary NAICS Code:	NA		

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

Directions: To be completed by any Bidder/Proposer/Prime for "all" subs including suppliers participating on this contract.

NJ Transit Contract No: 15-02/	Date: 5:27-15 Prime Contract Value: #5510,671 50
Bidder/Proposer Prime Name: Mid-Atlantic Truck Cent	Project Title: Fret Truck Emg 55 Sondy

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN#	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Sub- consultant Work (\$) Awarded	Percentage of Subcontract or Work (%)
Curry Supply Co. 1624 Curry ville Rd. Curry ville PA. 16631		Mf4 + Install TANK PTO, Hydraulics RAIL GOAV, CETTIFICATIONS, PUMP SYSTEM ON INTENATIONAL CHASSIS SUPPLIED By Bilder.	2	
14.76637		CHASSIS Supplied By Bidder.	\$ 220,000	43 %
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descrip	ntions are not acceptable.	TOTALS	\$ 220,000 =	43 %



 $The \ Bidder/Proposer/Prime \ is \ prohibited \ from \ completing \ any \ portion \ of \ this \ form \ and \ directing \ the \ DBE \ to \ sign \ a \ blank \ form.$

DIRECTIONS: DBE(s) listed on the Form A must complete all information on this form.

Name of Bidder/Proposer/Prime:		Name of DBE Firm:
Project/Contract Name:		IFB/RFP Contract Number:
Does to Intend to perform subcontract work in or No)	he undersigned DBE (Answe connection with the above-menti	r Accordingly): oned project as a Joint Venture? Circle one. (Ye
Intend to subcontract any portion of its If yes, DBE Sub-Primes must complete	scope of work to a DBE(s)? e and submit Form AA.	Circle one. (Yes or No) At what percent?%
Intend to subcontract any portion of its If yes, must complete and submit Form	scope of work to a Non-DBE(s)? AA2.	Circle one. (Yes or No) At what percent?%
The undersigned will perform the fo description of the type of work you wi Bidder (optional)).	llowing described work on the ill perform on your subcontract.	above-referenced project: (<u>Provide a detailed</u> Attach a copy of quote approved and signed by
Dollar Value of DBE Subcontract: \$	Per Unit Cos	
rentractor harned above. Circle one. (Ye	es or ivo)	n detailed project specs received from the Bidder
The Prime Contractor projected the following	owing commencement and compl	etion date for such work as follows:
DBE Contract Start Date:	DBE Contract Completion Da	te
The undersigned DBE will enter in conditioned upon execution of a cont	nto a formal agreement for t ract with NJ TRANSIT. As a ring process set forth by NJ T	he above work with the Prime Contractor DBE subcontractor, I will cooperate with the
Signature of 1st Tier DBE	Date Title	

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties to be determined by NJ TRANSIT.

FORM D INSTRUCTION SHEET PRE AND POST AWARD GOOD FAITH EFFORT (IF APPLICABLE)

Required for <u>all DBE subcontractors</u> who decline to provide a quote.

Applies in pre and post-award.

Important

Bidder/proposer/prime compliance with contract goals and good faith efforts are handled as a matter of responsibility. If the bidder/proposer/prime did not meet the goal, they must document that they made Good Faith Efforts to do so. This requirement is an important and serious one. NJ Transit's Office of Business Diversity will make a fair and reasonable judgment as to whether the bidder made adequate Good Faith Efforts.

Bidders/proposers/primes are required to read the DBE Program Requirements and the guidelines/ instructions of all forms; and required to submit all forms in the Addendum (mandatory) and Supplemental Section (if applicable) with the bid/proposal or within seven (7) days after bid/proposal submission.

Guidelines to Bidder/Proposer/Prime:

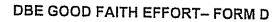
- FORM D outlines actions that may be considered good faith efforts though it is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. Please read DBE Program Requirements for further guidance.
- Bidder/Proposer/Prime must complete FORM D if and when it fails to meet the DBE goal.
- FORM D must be completed in this instance for any DBE firms which were solicited but declined to quote for the project.
- DBE firm must sign Page 2 of FORM D. If DBE declines to do so, submit completed form with bidder/proposer/prime signature only and the Office of Business Diversity will verify information with DBE.
- If/when the contract goal is not met, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - o In short, unless the price difference is excessive or unreasonable, incurring additional costs in using and finding a DBE is not sufficient reason to reject the DBE quote or not to meet the contract goal.

Instructions:

- On Page 1 of FORM D, indicate with a check mark the various types of detailed good faith efforts made and attach
 documentation of such efforts. Types of acceptable documentation are listed on Page 2.
- Document any other type of good faith efforts not listed on Page 1.
- Complete this form entirely.

Bidders/proposers/primes are to provide the required forms and instruction sheet, including the Supplemental section to their 1st Tier DBE subs. DBE sub-primes must provide required forms under Supplemental section to their 2nd Tier DBE/Non-DBE subs, if applicable. Please contact the compliance officer identified for this contract at the pre-bid/proposal conference for guidance on completing any of these forms.





IF	B/RFP Number:
Pr	roject Title:
	dder/Proposer/Prime Name:
	ddress:
Ph	none:Email:
Da	ate Signed:
ty	ne following is a list of the types of actions that may be considered good faith efforts. It is not tended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or pes of efforts may be relevant in appropriate cases, however please check all that apply in this stance. Please provide documentation for ALL instances selected.
Ü	Selected portions of work to be performed by DBEs and, where appropriate, broke down contracts into economically feasible units to facilitate DBE participation.
	Provided interested DBE with adequate information about plans, specifications, and requirements of the contract.
L	Negotiated in good faith with interested DBE, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
Li	Made efforts to assist interested DBE in obtaining bonding, lines of credit, or insurance required by NJ Transit or Bidder.
Ü	Made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
Ľ	Advertised subcontracting opportunities in appropriate media.
	Used the services of minority organizations, minority contractors' groups, local state and federal minority business assistance offices and other organizations that provide assistance identifying subcontractors.
L	Provided written notice to DBEs in sufficient time to allow the DBE to respond. (Provide copy of documentation with Page 2.)
IJ	Followed up initial solicitation of interest by contacting DBE to determine interest. (Provide proof of follow up with Page 2.)

Describe any other efforts not covered above that may indicate Good Faith Efforts to obtain DBE participation on this project and provide documentation.

PRIME CONTRACTOR Monthly DBE Payment Report - Form E

lame of P	'roject:						NJT Contra	act #:			*
rime Orig	jinal Contract V	alue:							f:		
hange O	rders (Overall lı	nc/Dec.):							3 :		
otal Cont	ract Amount to	Date:		······································							
olal Payn	nents Received	from NJT E)ate:						•		
Nam DBE Subo	ne of	Work Task Performed	Original Contract Amount \$	Change · Order Amount \$ (+/-)	Amount of Invoice Received this Month (\$)	Dale of Invoice Received in this Month	Payment(s) Made to DBE in this Month in \$\$ (Itemize)	Dale(s) Payment Made This Month	Total DBE Payments made to Date in (\$)	% Overall Work Finished	Final Pmt (Y/N)
	Т	otal(s)→	\$	\$	\$	Total(s)	\$	Total(s)	\$		
			id/received more	than one paymen	t/invoice between the	1 st and 31 st c	L of THIS Month.				^************************************
	tractor Informa					Project (Director Name:				
ldress:						Projec	t Director Signature:				
lephone †	#:	- 10100 121 1 11	Date:			Federal	TIN #:		_		
me's Pa	st Due Invoice	Informatio	n: List апу invoi	ce more than 40	O days past due fro	m the date s	submitted to NJT at	the lime yo	u complete this for	m.	
voice#	Invoice Date	Invoice	Amount (\$)	Number of Da	ys Past Due C	omments:					
			,				V-P-NII I-MIII				
s form is	not to be altere	d in anv wa	v. For a:	ssistance como	leting this form call	973-491-75	39 8058 8768 857	'S RAGO RO	A1 Fod Form F a	ar Cant 7040	1

Form E - Prime Contractor's DBE Payment Certification

Ι.		aciors wiin executed sub	•	ounts due from p	revious progress p	ayments?		
	• , •	ection and go to numbe						
C	if no, please complete t	fields in box below: (Use	additional paper, if need	ed)				
	DBE SubContractor Name	Amount Withheld From Invoice (\$)	Total of Invoice Amount (\$)	Invoice Number	Invoice Date	Specific Rea	ason for Withholding	
2.	Have you notified the DI	BE subcontractor(s) that	you are withholding payı	ment and the rea	son(s) why?			
0	If no, lack of prior writte	f written notification to the notification to the DBE(ide a copy of written no	s) that you are withholdi	ng payment <u>viola</u>	ates the prompt par	tification. yment clause guide	<u>lines</u> . Please contact the	DBE
3.	By signing this form, I ce	ertify that all of the above	represent true and accu	rate information.				
No	le: CFO or equivalent Sr. Mana	ager must complete and sign	off on this form.					
PRO	JECT DIRECTOR NAME	(PRINT) PROJE	CT DIRECTOR (SIGNA	TURE)	/ DATE			
difin	nal Reasons/Comments f	or Withholding Payment:						
10100	mai reasons/oominichis r	os ventialoiding i ayment.						
				WWW.				
D	O NOT WRITE BELOW. DE Approved Denied	PARTMENTAL USE ONLY.		THIS FO	Office of Civil F Bus One Pe	lights and Diversity Pr liness Development NJ TRANSIT enn Plaza East, 6 th Fl		
is foi	rm is not to be altered in a	ny way. For assis	stance completing this fo	rm, call 973-491		rk, New Jersey 0710 8575, 8069, 8941	Fed Form E rev Sept 2010	

DBE PRIME CONTRACTOR'S MONTHLY PAYMENTS FROM NJ TRANSIT

INFORMATION ON CONTRACT

PATE CONTRACT EXECUTED:		CONTRACT NUMBER:		REPORT FOR	REPORT FOR THE MONTH OF:		YEAR	
PRIGINAL CONTRACT AMO				FED TAX ID #:				
:HANGE ORDERS (OVERALL INC/DEC.):								
OTAL CONTRACT AMOUNT TO DATE:					JECT:			
Original Contract Value	Change Order Amount +/-	Change	New Contract Value	Payments Received This Month	Total Payments Received to Date	% Work Completed To Date	Final Pmt Y/N	
OTALS:							,	
PRIME INVOICE 30	DAYS PAS	T DUE FRO	OM NJT:		NJ TRA	ANSIT	74	
ıvoice Date Referer	nce#	No. Days P	ast Due Amount	Project Manag	 ger (Name):			
					V -		. (
RIME CONTRACTOR INFORMATK					S DUE ON THE 7 TH OF E PLEASE FORWARD T NJ TRANSIT	°O:		
ompliance Officer (Name):ate:Telephone #:				F .	Manager, Contract Comp ice of Business Diversity			
					One Penn Plaza Eas			
				N	ewark, New Jersey 0710	5-2246		

DBE SUBCONTRACTOR Monthly Payment Report - Form E2

lame of D	BE Firm:				Report	for the Month of:				
		Contract Number:								
DBE Addre	ess:				Contrac	ct Name:				
						ontract Start Date: _			, , , , , , , , , , , , , , , , , , ,	
'rime Con	itractor's inform	nation:								
lame of Pi	rime:		A	.ddress:	-	77010070200112001		Telephone #:	· · · · · · · · · · · · · · · · · · ·	~~~
BE PAYME	NT INFO: <i>Itemize j</i>	payments/invoices and	d dates if received/s	submitted more	than one payme	ent/invoice between :	the 1 st and 31 st	of <u>THIS</u> Month.		1
Work Tas Performe	- Subconfr	act Order	Invoice #(s) Submitted in this month	Dollar Amou of Each Invoice Submitted i this Month	Invoice(s) Submitted	Total Payments Received by DBE In this Month * (\$)	Date Payment(s) Received in this Month	Total Payments Received by DBE To Date (\$)	Total % Work To Date	Final Paymer Y or N
	\$	\$		\$		\$		\$		
TOTALS -	1		TOTALS→		TOTALS→		TOTALS→	Ψ .		
		nation: List any invo	oice more than 40	days past du	e from date <u>su</u> t		t the time you		-	de one)
		ager must complete andSignature:		Ti	ille:	Date	e:	•		
ease mail (his form to:	OF EACH MONTH <u>IMMED</u> s Development, One Po					OT RECEIVED.			

o not alter this form in any way.

SUPPLEMENTAL SECTION REQUIRED FORMS

ENCLOSED FOR COMPLETION (IF APPLICABLE):

> Form AA; AA1; AA2; BB; & Trucking Commitment Schedule

TO BE OBTAINED AND SUBMITTED (IF APPLICABLE):

Copy of a valid NJUCP DBE Certificate (Provided by 2nd Tier DBEs.)

Consult DBE Program Requirements for further guidance.

SECOND TIER DBE UTILIZATION-FORM AA

roject Name:	NJT Contra	ict No:	**			
BE Sub-Prime (First Tier) Subcontractor Contract Value (\$):						
plan to subcontract% of my subcontract to Second ollowing:	d Tier DBE subcontractor(s)/subconsultant(s) liste	d on the chart below to perf	orm/supply the			
Second Tier Di	BE subs must perform 100% of their scope of work.					
Name, Address and Telephone # of Second Tier DBE Subcontractor/Subconsultant	Provide <u>Detailed</u> Scope of Work to be Performed	Dollar Value of Subcontractor/Sub- consultant Work (\$) Awarded	Percentage of Subcontractor Work (%)			
			%			
			9/0			
			%			
ny First-Tier DBE firm listed on the Form A must identify any DBE m it will use to perform its scope of work.	TOTALS	s	%			
ne undersigned understands its approval to perform on the above come DBE Sub-Prime must receive written approval from the Office of scope of work identified on the Form AA and/or AA2 before make its signification of any information contained herein shall result in breach	of Business Development for any changes to its DBE and the identified firm	nd/or Non-DBE subcontractor: is will perform all work. Fail	i, their dollar va			
BE Sub-Prime Firm:	Authorized Signature:		el-transconnictions of the section o			
ompany Address:	Print Name:					
deral Tax ID #:	Sub-Prime's DBE Liaison Officer:					
mpany Tel #:	Date Signed:					

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM AA1

IT Contract No:	Project Title:
3E Sub-Prime:	Telephone #:
ıle:	

Complete the information below for Second Tier contractor(s) participating on the project. Subcontractor/Subconsultant Subcontractor/Subconsultant Subcontractor/Subconsultant company's Full Name ddress ity įр ounty hone ΞX -mail wner ate Established ate Certified Ihnicity ender ertification Status: DBE or Non-DBE ederal Tax ID # / SSN # nnual Gross Receipts: - Less than \$500K - \$500K to \$1M - \$1M to \$2M - \$2M to \$5M - \$5M and over dicate the letter that applies imary NAICS Code:

NON-DBE SECOND TIER SUBCONTRACTOR UTILIZATION - FORM AA2

Directions: To be completed by any DBE Sub-Prime Contractor for "all" subs including suppliers participating on this contract.

NJ Transit Contract No:	Date:	DBE Sub-Prime Contract Value: \$						
DBE Sub-Prime Contractor Name:		Project Title:						
Name, Address and Telephone # of all Second Tier Subcontractor(s)/Subconsultant(s)	FEIN#	Provide <u>Detailed</u> Scope of Work to be Performed	Dollar Amount of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontractor Work (*				
			\$	%				
			\$	%				
			\$	%				
			\$	%				
	41.00			78				
st provide a detailed scope of work; one-word descripti	ions are not accentable		\$	%				
at provide a actained scope of work, one-work assemble	one no noceptable.	TOTALS	\$	%				



The Bidder is prohibited from completing any portion of this form and directing the DBE to sign a blank form.

<u>DIRECTIONS</u>: DBE(s) listed on the Form AA must complete all information on this form and must complete Form AA2 for any Non-DBE subcontractor performing a portion of its subcontract.

Name of First Tier DBE/Sub-Prime:	
Name of First Tier DBE/Sub-Frime:	Name of Second Tier DBE Firm:
Project/Contract Name:	IFB/RFP Contract Number:
Does the undersigned intend to perform subcontr Venture? Circle one. (Yes or No)	act work in connection with the above-mentioned project as a Joint
Will you subcontract any portion of your scope of v	ork to a DBE(s)? Circle one. (Yes or No)
Will you subcontract any portion of your scope of v	ork to a Non-DBE(s)? Circle one. (Yes or No)
The undersigned will perform the following des description of the type of work you will perform of Bidder (optional)).	cribed work on the above-referenced project: (<u>Provide a detailed</u> on your subcontract. Attach a copy of quote approved and signed by
Dollar Value of DBE Subcontract: S	
	Per Unit Cost (if applicable): S
The undersigned based the above scope of work an Sub-Prime named above. Circle one. (Yes or No)	nd subcontract value on detailed project specs received from the DBE
The Prime Contractor projected the following comr	nencement and completion date for such work as follows:
DBE Contract Start Date: DBE Co	ntract Completion Date
upon execution of a contract with the Prime on t	reement for the above work with the DBE Sub-Prime conditioned he project. As a Second Tier DBE subcontractor, I will cooperate g process set forth by NJ TRANSIT. I attest that I will perform for the referenced project.
Signature of Second Tier DBE Da	te Title
Print Name	

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties as determined by NJ TRANSIT.

DBE TRUCKING COMMITMENT AGREEMENT

The DBE Trucking Firm Commitment Agreement sheet attached must be signed and completed entirely. Make duplicate copies for additional subcontractors as needed. Please read DBE Requirement Language for details.

- DBEs must provide information for <u>all DBE/Non-DBE</u> trucking firms it will lease from or subcontract to.
 - Subcontracting to a Non-DBE trucker means that the Non-DBE will perform a portion of the DBE firm's subcontract.
 - o 2nd Tier DBE trucking firms must perform 100% of their total subcontract value.
- For Non-DBE leased trucks, credit will only be given for the fee/commission that is received for arranging the transportation services.
 - All DBE-leased trucks are required to reflect the DBE firm's company name and identification number.

Copies of the following items must be attached for ALL trucks <u>owned</u> by the DBE:

- Proof of ownership: title(s) or finance agreement(s) ONLY
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

Copies of the following items must be attached for ALL DBE/non-DBE trucks <u>leased</u> by the DBE:

- lease agreement(s)
- title(s)
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable





DBE TRUCKING FIRM COMMITMENT AGREEMENT

This commitment is subject to the award and receipt of a signed contract from NJ TRANSIT for the subject project. Note that copies of all supporting documents must be attached.

The DBE trucking firm will perfor	m the following c ntities to be hauled,	described wo dollar amoun	rk on the proje t per unit, locati	ect: (Specific work ion the material w	details should include: vill be transported).
Dollar Value of DBE Subcontract: \$			······································		Market have been been as a second of the sec
Total Quantity/Units (if applicable:			(if applicable):	\$	
Total Number of fully operational Total Number of fully operational (Provide a copy of lease agreement(s) for Total Number of fully operational (Provide a copy of lease agreement(s) for Specify ALL Vehicle Information	Il trucks to be leas each trucking firm), Il trucks to be leas each trucking firm. *I	sed from a Di sed from a no Note that subcool if applicable	BE? on-DBE? ontracting is differe	 ent from leasing as it	
		A=Apportion	=Finance Agreer ned Cab Card, L=	nent, I=Insurance : Lease Agreemen	Card, R=Registration, t)
1 st Tier DBE Trucking l	Firm	Andrew Control of the			
# Of Trucks Owner	1	The state of the s			
VIN#	MAKE	YEAR	MODEL	(Indicate Yes/No/NA) HAZ WASTE DOC	*(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
		THE DO NOT THE REAL PROPERTY OF THE REAL PROPERTY O			
	· · · · · · · · · · · · · · · · · · ·				
	+				

A1111250

Non-DBE Trucking F	irm				
# Of Trucks Leased From non-DI	3E Trucking Firm				
VIN#	MAKE	YEAR	MODEL	(Indicate Yes/No/NA) HAZ WASTE DOC	(indicate T/F/ I/R/A/L) OWNERSHIP DOCS
DBE Trucking Firn	1		<u> </u>		
# Of Trucks Leased From DBE					
, busine river but	irocking ritin			(Indicate	
			ŧ		
Vin#	MAKE	YEAR	MODEL	Yes/No/NA) HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN #	MAKE	YEAR	MODEL		(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN #	MAKE	YEAR	MODEL	HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN #	MAKE	YEAR	MODEL		(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN #	MAKE	YEAR	MODEL	HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN #	MAKE	YEAR	MODEL	HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN #	MAKE	YEAR	MODEL	HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN#	MAKE	YEAR	MODEL	HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN#	MAKE	YEAR	MODEL	HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN#	MAKE	YEAR	MODEL	HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN#	MAKE	YEAR	MODEL	HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN #	MAKE	YEAR	MODEL	HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
I hereby certify that the inform writing within 10 days, if anyth	ation present ab	ove is correc	t. I agree to i	HAZ WASTE DOC	OWNERSHIP DOCS
I hereby certify that the inform	ation present ab	ove is correc	t. I agree to i	HAZ WASTE DOC	OWNERSHIP DOCS

N:\DBE\Copy of Forms\New Federal Language SEPT 2010\NEW Federal Forms SEPT 2010\Trucking\Trucking Firm Commitment Agreement.doc Page 22612

EXHIBIT 15a

BUY AMERICA CERTIFICATION

Required for Contracts Over \$100,000

Certificate of Compliance with Section 165(b)(3.) The offeror herby certifies that it will comply with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CRF Part 661.11

By:

Sec. Trensurer (Official's Title)

5-27-15 (Date)

BIDDERS PLEASE NOTE:

Only one Buy America Certification may be executed and submitted with your bid! Your firm shall either comply or not comply with the requirements of Section 165(b)(3). If both or neither Certifications are submitted, THE BID WILL BE REJECTED!

EXHIBIT 16

PREVENTION OF DRUG AND ALCOHOL ABUSE IN TRANSIT OPERATIONS CERTIFICATION

(Company Name)	ablished and implemented
a Drug and Alcohol Misuse Prevention Program in accorda Parts 653 and 654.	ance with the terms of 49 CFR
By: Supply Signature of Authorized Official)	
Sec. Treasurer Official's Title)	<u> </u>
an irranan an irrana/	(Date)

BIDDERS PLEASE NOTE:

This Certification is required only for contractors supporting NJ TRANSIT Bus Operations Equipment Maintenance, including contractors engaged in Engine, Revenue Service Vehicle, and Parts Rebuilding and Overhaul.

EXHIBIT 17

IFB NO. <u>/5- 02/</u> ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Bidders are required to acknowledge receipt of all addenda issued prior to the bid due date. This acknowledgment is made by the Bidder, if an individual; by a partner, if a partnership; or by an officer of the corporation, if a corporation.

The undersigned acknowledges receipt of the following addenda.

Addendum Number		<u>Date</u>	
#1		5-8-13	
#2.		5-13-15	
#2		5-13-15 6-1-15	

4			**
By: & Maune Ph			r
Signatur	e of Company	Official	
Sec. Treasurer			in the second se
	Official's Title		
M. A. A. + lantic	Truck ompany Name	Centre	Iwe_