

The background of the entire page is a photograph of an NJ TRANSIT train, specifically a silver and grey locomotive with the number 6052 visible on its front. The train is positioned on tracks, and the background is slightly blurred. The text is overlaid on this image.

NJ TRANSIT REQUEST FOR PROPOSAL NO. 20-055

NJ TRANSITGRID MICROGRID PROJECT

DECEMBER 2021

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1. Letter of Invitation

December 29, 2021

TO WHOM IT MAY CONCERN

New Jersey Transit Corporation ("NJ TRANSIT") is issuing this Request for Proposal ("RFP") to the private sector companies that were selected to participate in the RFP stage by the Technical Evaluation Committee comprising of NJ TRANSIT's staff members (the "Technical Evaluation Committee") (each such party, a "Shortlisted Respondent" and each Shortlisted Respondent who submits a responsive Proposal, a "Proposer").

Shortlisted Respondents are invited to participate in this iterative process RFP and to ultimately prepare and submit detailed technical and financial proposals ("Proposals") to design, build, finance, manage, operate and maintain (including, without limitation, rehabilitate, repair, refurbish, and improve, as needed) a Microgrid Central Facility (the "Project") pursuant to a contract with NJ TRANSIT, which NJ TRANSIT currently envisions being in the form of a long-term joint investment partnership agreement. NJ TRANSIT expects to enter into a contract with the Proposer who submits a compliant Proposal and is selected in accordance with the process set forth in this RFP. By participating in this iterative process RFP, Shortlisted Respondents will be eligible to receive a stipend if they submit responsive, responsible and complete Proposals in accordance with the terms of the RFP.

The Shortlisted Respondents have been screened and prequalified following a competitive Request for Qualifications held in full concurrence with applicable NJ TRANSIT procurement regulations and protocols. The Shortlisted Respondents' teams include private developers, providers of finance, equity providers, design and engineering service providers, construction contractors, vendors, special entities, DBE providers, facility operations and maintenance providers and others, that have each demonstrated the potential capacity to deliver the requirements of the Project. This iterative process RFP requires Shortlisted Respondents to display a complete understanding of NJ TRANSIT's core missions, as well as the fundamental purpose and need for the Project, while remaining committed to delivering the Project in a manner consistent with New Jersey's 2019 Energy Master Plan and Governor Murphy's Renewable and/or Clean Energy Components goals.

This letter is not, and does not constitute, an award of a contract under this RFP and is not, and does not constitute, a commitment to reimburse any Shortlisted Respondent (or Shortlisted Respondents' team) for any costs incurred in the preparation of a Proposal. We look forward to commencing this iterative process RFP and to receiving and reviewing your Proposal.

Sincerely,



Faith Blair
Managing Contract Specialist
Procurement Department

2. Introduction and RFP Milestones

2.1 Introduction

Superstorm Sandy significantly affected New Jersey's and the region's public transit systems. Commuter rail service was disrupted for months and New Jersey Transit Corporation's ("NJ TRANSIT") rail network experienced substation inundation, track washouts, downed catenary wires, and damage to signal and communications systems. As the heaviest traveled portion of the Northeast Corridor, damage to NJ TRANSIT's systems had significant ripple effects across the region, affecting thousands of customers and commuter travel time.

Since Superstorm Sandy, NJ TRANSIT has focused on making repairs to restore service, planning for long-term repair and replacement of key NJ TRANSIT assets, and identifying opportunities to incorporate mitigation and resilience elements, allowing the system to better withstand storm surge from future extreme weather events and other hazards. NJ TRANSIT's energy systems and ability to power locomotives, stations, and critical facilities, however, remain vulnerable to future outages. Recent weather events demonstrate that a reliable source of electric power for traction, signals, switches, and railroad communications, key components of system-wide resiliency, remain beyond NJ TRANSIT's control. New and innovative solutions are needed to address transit agencies' energy vulnerabilities.

In response to these vulnerabilities, NJ TRANSIT is implementing a new Microgrid Central Facility ("MCF") (the "Project"), designed to provide reliable power to support service and facilities for critical portions of NJ TRANSIT's transportation infrastructure. The Project's primary objective is to improve the reliability and resiliency of the electric power supply necessary to support transportation of passengers generally between certain major transportation hubs in New Jersey and New York Penn Station, and to do so in a manner consistent with New Jersey's 2019 Energy Master Plan and Governor Murphy's Renewable and/or Clean Energy Component ("R/CEC") goals.

Private sector companies (each such party, a "Shortlisted Respondent") and the Shortlisted Respondents' teams, ("Team Member") that were selected to participate in this Request for Proposal ("RFP") by the Technical Evaluation Committee comprising of NJ TRANSIT's staff members (the "Technical Evaluation Committee") are invited to participate in this iterative process to prepare and submit proposals ("Proposals") and each Shortlisted Respondent who submits a Proposal, a "Proposer") to design, build, finance, manage, operate and maintain (including, without limitation, rehabilitate, repair, refurbish, and improve, as needed) the Project pursuant to a contract with NJ TRANSIT. NJ TRANSIT currently envisions that the contract will be a long-term joint investment partnership agreement (a "JIPA") between the contract awardee and NJ TRANSIT, but is open to developing an alternative contractual arrangement to award pursuant to this RFP if it is consistent with achieving NJ TRANSIT's objectives for the Project. NJ TRANSIT expects to enter into a contract with a Proposer who submits a compliant Proposal and is selected in accordance with the process set forth in this RFP (such Proposer, the "Developer").

This RFP provides instructions to be followed by Shortlisted Respondents in their participation in the RFP process and in their responses to the RFP. All Proposals must comply with the requirements set forth in the RFP.

This RFP is the property of NJ TRANSIT. It is to be used solely by the Shortlisted Respondents and solely for the purpose of preparing Proposals for the services described in this RFP. No distribution of this RFP may be made without prior written approval of NJ TRANSIT.

2.2 Documents in the RFP

The RFP consists of:

- This RFP document (including Exhibits attached hereto), as may be amended and supplemented by Addendum;
- Documents (some of which are summarized and referred to in this RFP document) that are or will be available in the electronic data room managed by NJ TRANSIT via the Microsoft OneDrive (the “Data Room”) to which each Shortlisted Respondent has been granted access; and
- Any other documents that may be issued by Addendum, as such documents may be amended and supplemented.

NJ TRANSIT has created a Microsoft OneDrive folder for this procurement that will include subfolders, including: (i) a subfolder for the RFP and any Addenda issued by NJ TRANSIT; and (ii) a subfolder for the Data Room. Shortlisted Respondents will be notified by email from NJ TRANSIT: (i) when the Microsoft OneDrive folder for this procurement has been created; and (ii) whenever the Microsoft OneDrive folder for this procurement has been updated, including with Addenda to the RFP.

2.3 RFP Addenda

NJ TRANSIT reserves the right to amend this RFP at any time before the time Proposals must be submitted to NJ TRANSIT by Shortlisted Respondents. Such amendments may be to changes in scope, delivery deadline, closing dates, or any other part of the RFP, or to correct any defect or ambiguity in the RFP. Amendments will be in the form of Addenda to the RFP and will become part of this RFP. Each Addendum will be made available via Microsoft OneDrive to each Shortlisted Respondent and each Shortlisted Respondent will also receive an email when an Addendum is uploaded.

In the event of any conflict in wording or issue of interpretation, issued Addenda will prevail over the original wording in this RFP and any wording in prior Addenda. Each Shortlisted Respondent will acknowledge receipt of each Addendum in its Proposal by signing the “Acknowledgement of Receipt of Addenda” form included in Exhibit 1 of this RFP. Failure to acknowledge receipt of all Addenda shall render a Proposal non-responsive.

Each Shortlisted Respondent is solely responsible for ensuring that it has received all communications issued by NJ TRANSIT. To the extent that a Shortlisted Respondent has formed a joint venture to participate in the RFP for this Project, such Shortlisted Respondent is also solely responsible for ensuring that each joint venture member and each Team Member that will execute the proposed contract for this Project have received all communications issued by NJ TRANSIT. Failure to obtain any such communication is at the sole and absolute risk of the Shortlisted Respondent and its Team Members, and NJ TRANSIT accepts no responsibility for the failure of any Shortlisted Respondent or Team Member to receive or obtain all RFP information (including Addenda). Each Proposal is deemed to be made on the basis of the complete RFP, as amended by any Addendum.

2.4 Data Room

The Data Room has been established to facilitate access to additional technical, operational, financial and legal information in NJ TRANSIT's possession that may be related to the Project. NJ TRANSIT may add further information on its own initiative or, to the extent available and subject to NJ TRANSIT's sole discretion, as requested by Shortlisted Respondents.

Access to the Data Room at all times, including during the RFP process, is controlled and subject to the terms of the Data Room Access Agreement executed by the Shortlisted Respondents. Shortlisted Respondents are authorized to access the Data Room using the link that has been separately provided to each Shortlisted Respondent. Shortlisted Respondents are expected to review the documents NJ TRANSIT placed (and will continue to place) in the Data Room for further background on the Project and the legal framework pursuant to which it will be executed. NJ TRANSIT will notify Shortlisted Respondents of updates to the Data Room via Addendum, which shall identify the documents added to the Data Room (or if any documents previously added to the Data Room have been replaced with updated version of the documents) since the last update.

NJ TRANSIT is making documents available in the Data Room for the sole purposes of providing certain information to Selected Respondents that may be related to the Project and is in the possession of NJ TRANSIT. NJ TRANSIT has created the Data Room for the convenience of access for the Shortlisted Respondents to this information. NJ TRANSIT makes no express or implied guarantee, representation or warranty in any way whatsoever that: (i) the documents and information in the Data Room are complete or accurate; or (ii) the documents and information in the Data Room are relevant to the Project. It is each Shortlisted Respondent's obligation to make such independent assessments as it considers necessary to determine the completeness, accuracy, adequacy, interpretation, relevance, and sufficiency of the documents and information in the Data Room. NJ TRANSIT shall have no obligation, responsibility, or liability for any interpretations, opinions, or conclusions made by a Shortlisted Respondent with respect to the documents and information in the Data Room. All such interpretations, opinions, or conclusions made by a Shortlisted Respondent shall be based solely on the investigations, examinations, analysis, interpretation, information, judgment and knowledge of that Shortlisted Respondent and shall not be based on any analysis, evaluation, representation, statement, summary, document, or other information provided by NJ TRANSIT. Any use of or reliance by a Shortlisted Respondent of any documents or information in the Data Room shall be at that Shortlisted Respondent's sole risk and without any recourse whatsoever against NJ TRANSIT or its representatives.

2.5 Key Milestones of the RFP Process

The RFP process is iterative in nature and will be informed by the ongoing exchange of information between NJ TRANSIT and the Shortlisted Respondents. Due to the iterative nature of this process, the RFP will evolve in response to issues as they arise with respect to technical feasibility, design concepts, revenue sources, transaction structure, commercial terms, and other aspects of the Project.

The following timeline summarizes certain key milestones in this iterative process, which are described in more detail in Section 4 below (*Description of the RFP Process*):

Milestones	Target Date/Period
Release of Initial RFP	December 29, 2021
Submission of Intent to Propose Form and RSVP for Management Presentation and Site Visit(s)	January 19, 2022
Management Presentation for all Shortlisted Respondents/Site Visit(s)	January 25, 2022 / January 26, 2022
Period of due diligence	January-February, 2022
Confidential Meeting with each Shortlisted Respondent and Shortlisted Respondents' submission of executed Stipend Agreement	February 2022
Additional period of due diligence	February – March 2022
Confidential Meeting with each Shortlisted Respondent	March 2022
Addendum Release of Proposed Contract Term Sheet	April 4, 2022
Confidential Meeting with each Shortlisted Respondent to discuss the Contract Term Sheet	April 2022
Submission of written comments on Contract Term Sheet by Shortlisted Respondents	May 5, 2022
Confidential Meeting with each Shortlisted Respondent to discuss Contract Term Sheet comments	May 2022
Addendum Release of Initial Draft of Contract and Addendum Release of Final Evaluation Criteria	July 8, 2022
Confidential Meeting with each Shortlisted Respondent to discuss the Initial Draft of the Contract	August 2022
Proposal Submission Deadline (including design proposal, technical proposal, and financial proposal)	September 15, 2022
NJ TRANSIT Review and Evaluation Period of Submitted Proposals	September-October, 2022
Best and Final Proposal Submission Deadline	November 3, 2022
Notification of selected Developer	December 30, 2022

The timeline of RFP key milestones provided above is included for preliminary planning purposes only and is not definitive or binding. Target dates and deadlines are subject to modification by NJ TRANSIT and the target dates may change upon NJ TRANSIT's consultation with the

Shortlisted Respondents. NJ TRANSIT will provide additional information, if any, regarding key dates and deadlines via Addenda to this RFP.

The RFP key milestones include a number of contemplated meetings with Shortlisted Respondents. At this time, NJ TRANSIT contemplates that all such meetings, including the initial Management Presentation and Site Visit(s) by Shortlisted Respondents, will be in person. NJ TRANSIT will advise Shortlisted Respondents if any meeting will not be held in person.

2.6 Stipends

In accordance with N.J.A.C.16:72-4.1(c), NJ TRANSIT has determined, based upon the complexity and size of the Project, to prescribe payment of a lump sum stipend for the three (3) circumstances described below. In order to be eligible to potentially receive a stipend in the three (3) circumstances described in bullet points below, a Shortlisted Respondent must: (i) enter into the Stipend Agreement attached as Exhibit 2 to this RFP; (ii) elect to receive a stipend when executing the Stipend Acknowledgement Form attached as Exhibit 3 to this RFP, and (iii) agree to transfer all ownership and rights in its Proposal (or any work product delivered to NJ TRANSIT depending upon the circumstances).

All Shortlisted Respondents will be required to enter into the Stipend Agreement if they would like to be potentially eligible to receive a stipend. Each Shortlisted Respondent will be required to email their executed Stipend Agreement to Faith Blair at fblair@njtransit.com on or before the date of the Shortlisted Respondent's first Confidential Meeting with NJ TRANSIT. All Shortlisted Respondents that execute a Stipend Agreement will also be required to execute the Stipend Acknowledgement Form at the appropriate time set forth below and indicate on the Stipend Acknowledgement Form whether it elects to receive a stipend.

The circumstances in which a Shortlisted Respondent may be entitled to a stipend are as follows:

- Contract Awarded to a Proposer: NJ TRANSIT will award a lump sum stipend of \$1 million each to up to three (3) unsuccessful Shortlisted Respondents provided that the Shortlisted Respondent meets each of the following eligibility requirements:
 - Submits a responsive, responsible and complete Proposal;
 - Executes the Stipend Agreement;
 - Elects to receive the stipend when executing the Stipend Acknowledgement Form and submitting it with its Proposal; and
 - Agrees to transfer all ownership of and rights to its Proposal to NJ TRANSIT and effectuate such transfer.

The Shortlisted Respondent awarded the contract pursuant to this procurement will not be eligible to receive a stipend.

- RFP Canceled Prior to Proposal Submission Deadline: If the procurement under this RFP is cancelled by NJ TRANSIT after the execution of the Stipend Agreement and before the Proposal Submission Deadline, NJ TRANSIT may, in its sole discretion, elect to pay to each Shortlisted Respondent a lump sum stipend

amount (less than \$1 million) that NJ TRANSIT deems to be appropriate consideration for work product completed and delivered to NJ TRANSIT prior to the cancellation. If NJ TRANSIT elects to pay a stipend under this scenario, to be eligible, a Shortlisted Respondent must:

- Execute the Stipend Agreement;
 - Elect to receive the stipend when executing the Stipend Acknowledgement Form when requested by NJ TRANSIT after the RFP is canceled; and
 - Transfer all ownership of and rights to work product requested and delivered to NJ TRANSIT.
- RFP Canceled after Proposal Submission: If the procurement under this RFP is cancelled by NJ TRANSIT after the Proposal Submission Deadline but before the award of contract under this RFP, NJ TRANSIT will award a lump sum stipend in a minimum amount of \$750,000.00 or, subject to the approval of the Board of Directors of NJ TRANSIT (the "Board of Directors"), a maximum amount of \$1 million to each Shortlisted Respondent, provided that the Shortlisted Respondent meets each of the following eligibility requirements:
 - Submits a responsive, responsible, and complete Proposal;
 - Executes the Stipend Agreement;
 - Elects to receive the stipend when executing the Stipend Acknowledgement Form and submitting it with its Proposal; and
 - Agrees to transfer all ownership of and rights to its Proposal to NJ TRANSIT and effectuate such transfer.

NJ TRANSIT shall not pay, and a Shortlisted Respondent shall not be entitled to receive, any stipend in the following circumstances:

- If the Shortlisted Respondent has not executed a Stipend Agreement and submitted it to NJ TRANSIT on or before the date of the Shortlisted Respondent's first Confidential Meeting with NJ TRANSIT;
- If the Shortlisted Respondent does not elect to receive the stipend when executing the Stipend Acknowledgement Form submitted: (i) with its Proposal; or (ii) if the RFP is canceled by NJ TRANSIT prior to the Proposal Submission Deadline, when requested by NJ TRANSIT after the RFP is canceled;
- If NJ TRANSIT determines that the Shortlisted Respondent's Proposal is not responsive, responsible, or complete;
- If the Shortlisted Respondent withdraws its Proposal, in whole or in part, at any time;
- If the Shortlisted Respondent fails to satisfy any terms or conditions of the Stipend Agreement; or

- If the Shortlisted Respondent has not complied in all material respects with the terms and conditions of the RFP.

Except as otherwise provided in this Section, NJ TRANSIT assumes no obligation, responsibility or liability, fiscal or otherwise, to reimburse any costs (or a portion of any costs) incurred or alleged to have been incurred by any Shortlisted Respondent in connection with: (i) any pre-Proposal submission activities (including, without limitation, in its participation in this iterative procurement process, attendance at any meetings, performance of any due diligence, review and analysis of any documents in the Data Room, or consideration of or response to this RFP); (ii) the preparation, submittal, presentation, or revision of a Proposal; or (iii) any post-Proposal submission activities (including, without limitation, any negotiations with NJ TRANSIT or the preparation, submittal, or presentation of a Best and Final Proposal).

Other than the stipend described in this Section (and only if all prerequisites to a stipend outlined in this Section have been satisfied), no Shortlisted Respondent is entitled to any compensation pursuant to this RFP.

2.7 Legal Authority for the RFP

NJ TRANSIT is issuing this RFP to solicit Shortlisted Respondents that were notified on June 30, 2021 under the Request for Qualifications (“RFQ”) stage of the competitive procurement. NJ TRANSIT, an instrumentality of the State of New Jersey, utilizes publicly advertised Requests for Proposal or Invitations for Bid for most procurements. NJ TRANSIT possesses broad authority to enter into agreements and contracts under N.J.S.A. 27:25-5, procurement authority under N.J.S.A. 27:25-11 and has developed regulations to exercise such authority which are codified at N.J.A.C. 16:72.

2.8 Construction and Interpretation of the RFP

2.8.1 Capitalized Terms and Acronyms

Capitalized terms and acronyms in the RFP shall have the meanings assigned to such terms and acronyms in the body of this RFP or in any Addendum issued by NJ TRANSIT.

2.8.2 Times

All times identified in the RFP are EST or EDT, as applicable.

2.8.3 Number and Gender

In the RFP, terms defined in the singular have the corresponding plural meaning when used in the plural and vice versa, and words in one gender include all genders.

2.8.4 Headings

The division of the RFP into sections and other subdivisions is for convenience of reference only and shall not affect the construction or interpretation of the RFP. The headings in the RFP are not intended to be full or precise descriptions of the text to which they refer.

2.8.5 References to the RFP

To the extent used in the RFP:

- The words “herein”, “hereby”, “hereof”, “hereto” and “hereunder” and words of similar import refer to the RFP as a whole and not to any particular portion of it;
- The words “Section”, “paragraph”, “sentence”, “clause” and “Exhibit” mean and refer to the specified section, paragraph, sentence, clause or exhibit of, or to, the RFP; and
- Unless otherwise specified in the text, a reference to a section(s) or clause(s) “above” or “below” refers to the denoted section(s) or clause(s) within the Section in which the reference appears.

2.8.6 References to Agreements and Other Documents

Unless specified otherwise, a reference in the RFP to an agreement or other document is considered to be a reference to such agreement or other document (including any schedules or exhibits thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms.

2.8.7 References to Any Person

A reference in the RFP to any person at any time refers to such person’s permitted successors and assigns.

2.8.8 Meaning of Including

In the RFP, the word “including” (or “include” or “includes”) means “including without limitation” and shall not be considered to set forth an exhaustive list, unless the context requires otherwise.

2.8.9 Trade Meanings, Units, and Acronyms

Unless otherwise defined in the RFP, words, acronyms, or abbreviations that have well-known trade meanings are used herein in accordance with those meanings. Units (e.g., “square feet” as “SF”) also have the common or expected meaning, unless otherwise specified.

2.8.10 Interpretation in Event of Inconsistency

If there are any inconsistencies among the terms and conditions of this RFP, the following shall apply: (i) with respect to matters of interpretation related to the RFP process, this RFP document shall prevail over the documents in any other part of this RFP; and (ii) with respect to matters of interpretation related to the Project, the finalized negotiated or executed contract shall prevail over any references included in any part of the RFP.

3. Project Summary

3.1 Overview of the Project

The Project aims to build a new MCF, electrical transmission and distribution lines, substations, associated infrastructure and other remote, emergency generators required to distribute power to electrify trains and light rail vehicles in an event of partial or full commercial grid outages for the following rail corridors:

- NJ TRANSIT's Morris & Essex ("M&E") Line between Hoboken and Maplewood;
- NJ TRANSIT's Hudson-Bergen Light Rail ("HBLR") between Tonnelle Avenue and 8th Street; and
- Amtrak's Northeast Corridor ("NEC") between Penn Station New York and NJ TRANSIT's County Yard/Jersey Avenue Station.

The trainsets on these lines are powered by overhead electric catenary systems. The rail lines also have critical supporting systems including signals, track switches and switch heaters, tunnel ventilation, control centers and communications infrastructure that also require power to facilitate safe train operation.

The Project contemplates up to 140 megawatts of power generation technology and the construction of new electrical transmission and distribution lines and power substations. When not in emergency service, it is anticipated that power will be fed directly to Amtrak, NJ TRANSIT and the regional grid. In so doing, the Project will also reduce the need for power from older, less-efficient power plants.

The MCF will utilize electric generating technology with sufficient power generating capacity to satisfy load requirements based upon NJ TRANSIT peak and operational conditions at the specified utilization during a commercial grid outage. NJ TRANSIT has acquired title to approximately twenty (20) acres of land, located in Kearny, New Jersey. Together with access and supporting and associated easements, this site is available for the construction of the MCF. This site will be available for the proposed MCF, MCF substation, static frequency converters, and related equipment. On NJ TRANSIT's behalf, a new \$232 million substation ("PSE&G Meadows Maintenance Supply Switching Station") is being constructed proximate to this site, equipped for the MCF's future interconnection. NJ TRANSIT has also acquired a 6-acre parcel that is the site available to accommodate any potentially proposed utility connection(s).

The Project may require the transmission and distribution within NJ TRANSIT's Right of Way to connect to the commercial grid as well as substations for each of the three (3) rail corridors identified above. Under normal operating conditions, train operations on these rail lines will operate under regular dispatched schedules. Amtrak will be responsible for monitoring and controlling Amtrak and NJ TRANSIT train operations along the NEC. NJ TRANSIT will monitor, control and operate trains along the M&E. NJ TRANSIT's third-party Operations and Maintenance contractor ("O&M Contractor") (or NJ TRANSIT if there is no third-party O&M Contractor) will continue to monitor, control and operate trains along the HBLR.

Power for certain passenger stations, ferry terminals, and bus maintenance garages is covered by NJ TRANSIT's separate Distributed Generation Solutions project ("DGS Project"). The DGS Project is not included in this Project's procurement and scope and is the subject of a separate

procurement action (Contract No. 19-033XR). In addition, NJ TRANSIT is anticipating additional work at Newark Penn Station to facilitate the DGS Project, which will also be the subject of a separate procurement action (no Contract No. has been assigned yet for this separate procurement).

NJ TRANSIT is targeting an operational basis for the MCF Project and DG Project (together, the “NJ TRANSITGRID Project”) in islanded/emergency operation mode to provide approximately 40% of the daily operational capacity (i.e. normal peak ridership demands) New York and New Jersey on a sustained basis. The daily peak service delivery at the time of the original Federal Transit Administration (“FTA”) grant application (as described in Section 3.3 (*Availability of Federal and State Funding*)) was set at 26,557 seats per hour, which resulted in the design target of the NJ TRANSITGRID Project to move a minimum of 10,623 passengers per hour.

3.2 Objectives of the Project

The Project is intended to achieve a number of objectives for NJ TRANSIT and the State of New Jersey, including without limitation, the following:

- Encourage the maximum and efficient use of R/CEC to reduce the carbon footprint to net zero by 2050 (or sooner), by way of technically sound and financially viable means;
- Deliver a technically viable, commercially sound, safe, and sustainable Project scope that is legally, environmentally, and financially viable and geared, designed, configured for (and successfully encompasses) the long-run resiliency and reliability of electric traction power to run key train lines within the region;
- Optimize Project performance, risk allocation, management, constructability and system viability through efficient operations and well thought out maintenance plans through sound design solutions, innovation and creativity, using private sector resources, rigor, know-how, and financial resources;
- Accelerate the Project delivery process, assuring predictable outcomes through focused applications of public and private resources working jointly to facilitate a timely commissioning of the subject assets and facilities;
- Develop and implement a workable financing strategy used to secure Project funding and financing for a long-term, life cycle contract that effectively leverages available federal funding sources with private debt/equity wherever possible;
- Assume adequate risk sharing and participate actively in delivering and operating the Project through its entire life cycle and achieve a solid working relationship among all its Team Members;
- Establish a relationship-based partnership whereby NJ TRANSIT retains overall control of critical matters such as output and performance standards and revenue streams;
- Address stakeholder concerns, communicate and undertake outreach to local and community programs, educational opportunities, local workforce development, and apprenticeship programs;

- Encourage local workforce participation, training and technology transfer; and
- Support a robust and active Disadvantaged Business Enterprise (“DBE”) participation.

NJ TRANSIT is looking for Shortlisted Respondents to: (1) collaboratively and constructively participate in this iterative RFP process; and (2) ultimately prepare and submit Proposals containing innovative technical, financial, and Project delivery concepts and solutions to ensure that the Project meets these objectives.

3.3 Availability of Federal and State Funding

The U.S. Department of Transportation’s (“USDOT”) FTA Emergency Relief program, established under MAP-21 legislation, enables FTA to provide assistance to public transit operators in the aftermath of an emergency or major disaster. The Disaster Relief Appropriations Act of 2013 (Pub.L.113-2) provided the first appropriation for FTA’s Emergency Relief Program, approximately \$10.2 billion allocated to states and transit operators for recovery, relief, and resilience efforts in areas affected by Superstorm Sandy. On December 26, 2013, FTA published a Federal Register Notice announcing the availability of approximately \$3 billion for projects “that will reduce the risk of damage from future disasters in the areas impacted by Hurricane Sandy.”

In response to the FTA’s Federal Register Notice, NJ TRANSIT submitted several grant applications. On November 5, 2014, FTA announced its award of a total of \$1.27 billion to NJ TRANSIT for five projects. The NJ TRANSITGRID Project was one of the five projects that was selected for funding by the FTA. For the NJ TRANSITGRID Project, NJ TRANSIT was allocated a total of \$409.8 million in grant funds (“FTA Grant”) from the FTA out of which \$377.1 million was allocated to the Project and \$32.6 million was allocated for the DGS Project. At this time, NJ TRANSIT anticipates making between \$300 and \$325 million of the remaining FTA funding available to the Developer for the Project. In addition, NJ TRANSIT has programmed non-federal funding that may be available. NJ TRANSIT will provide additional information relating to such non-federal funding via Addenda to this RFP.

NJ TRANSIT must comply with or fulfill a series of sequential requirements in order to access the FTA allocated funding. The current, key FTA Grant milestones for the Project are identified as follows:

FTA Grant – Activity Milestone	Anticipated Date
Contract Awarded	June 2023
Construction Start	November 2023
Design 100% Complete	May 2025
Project Complete	November 2027
Operational Use/Commissioning	August 2028
Closeout Complete: Grant Closeout Complete	April 2029

3.4 Structure of the Project

NJ TRANSIT seeks to partner with a private development team to design, build, finance, manage, operate and maintain (including, without limitation, rehabilitating, repairing, refurbishing, and improving, as needed) the MCF and other critical Project components. Currently, NJ TRANSIT contemplates entering into a single, integrated JIPA, to delineate the full roles and responsibilities of the Developer to deliver the Project on a timely basis and operate and maintain the Project facilities efficiently and effectively. The Shortlisted Respondents may propose financially viable, alternate structures for the Project that NJ TRANSIT will consider as long as the structures are consistent with NJ TRANSIT's overall goals, objectives, and requirements for the Project.

Under the contemplated JIPA, NJ TRANSIT seeks a partner team to:

- (i) Deliver the Project, including finalizing a design, constructing the Project, and commissioning the Project within a specified time period from the commencement of the agreement;
- (ii) Provide financing that will be used in connection with the FTA funding made available for the Project;
- (iii) Operate and maintain the Project for a period of time that will be specified in an Addendum to the RFP; and
- (iv) Hand back the Project after the operate and maintain period with a specified useful lifespan that will be specified in an Addendum to the RFP.

NJ TRANSIT expects, at all times, the agreement provisions to advance public benefits, aligning the compensation mechanism paid to the Developer with specified performance metrics that will need to be met or exceeded.

As described in Section 3.3 (*Availability of Federal and State Funding*), NJ TRANSIT anticipates making between \$300 and \$325 million of FTA funding available to the Developer for the Project. Pursuant to the contemplated JIPA, the Developer will be required to: (i) provide financing for the Project as necessary to ensure that the 25% required local match by NJ TRANSIT is met; and (ii) provide such additional private financing as may be required for the Project to address costs that are not covered by the total amount funding made available by NJ TRANSIT. Such financing may be provided through a variety of sources, whether through applicable debt, equity, or any combination thereof.

All proposed financing structures must be without recourse to NJ TRANSIT. While creative and innovative financing concepts are encouraged if they result in lower aggregate project-related costs, NJ TRANSIT may be more amenable to methods and mechanisms that feature market acceptability and a well-subscribed plan of finance, with associated certainty of being able to achieve timely financial closure and resource availability during the operating period as key variables.

3.5 Project Compensation

NJ TRANSIT contemplates that the anticipated JIPA will feature a financial structure that aligns the interests of the private partner and NJ TRANSIT through defined and measurable performance and availability standards on a continuous basis for a pre-defined period covering

the term of the agreement. NJ TRANSIT currently anticipates that the Developer will be compensated through service concession payments. Such service concession payments will be subject to the achievement of key performance metrics and may be subject to deductions for defined performance shortfalls. NJ TRANSIT is also considering some level of variable incentive payment structures to reflect savings to NJ TRANSIT by virtue of the dispatch of power and other savings.

Shortlisted Respondents shall demonstrate how concession and other payments will be used in their funding and financing plan. Shortlisted Respondents should assume that concession and other incentive payments are subject to state appropriation risk or further approvals outside of NJ TRANSIT and its Board of Directors. Further details on the compensation structure will be provided by NJ TRANSIT in an Addendum to this RFP.

3.6 Project Revenue

NJ TRANSIT intends for the Project to enhance reliability and resiliency relating to its core transportation mission. In addition to these benefits of the Project, there may be opportunities to offset some of the operating costs that NJ TRANSIT experiences under normal conditions, by selecting and intelligently dispatching the generation assets for self-generation and market participation.

NJ TRANSIT has developed preliminary concepts for revenue potential derived from certain sources. The Sections below summarize these potential market opportunities and revenue streams. In addition, NJ TRANSIT encourages Shortlisted Responders to identify other potential revenue sources and propose innovative ways to optimize the revenue potentials from the operation of the MCF. The mechanism for accumulating earned Project revenues in a Project escrow account, or similar vehicle, would help secure the service concession payment currently being contemplated under the JIPA structure.

Below is an overview of the currently identified concepts for sources of revenue and energy sales structure. This overview should not be considered exhaustive, as NJ TRANSIT continues to explore opportunities to optimize the future of the Project assets. As such, the following concepts for sources of revenue are subject to modification during the RFP process. NJ TRANSIT will provide additional information relating to these revenue sources, and any others identified during the RFP process, via Addenda to this RFP.

3.6.1 Amtrak Power Sale

NJ TRANSIT currently contemplates that it will enter into an agreement whereby Amtrak will purchase energy for use on the NEC under a power purchasing agreement ("Amtrak PPA").

NJ TRANSIT anticipates that the Amtrak PPA will allow for the Project to sell a defined amount of power to Amtrak based on an Amtrak generation schedule with more specific provisions regarding the binding amounts purchased in GWh/year. The Amtrak PPA contemplates a cost of energy at a discount of the retail replacement cost of energy at the same period. This would provide savings to Amtrak and to NJ TRANSIT for operations relative to purchasing the same energy.

It is anticipated that a portion of the MCF output will be dedicated to the NEC through Substation No. 41 ("Amtrak Substation 41"), which is a separately constructed structure that is not the subject of this procurement, creating a new electricity injection point in the NEC for Amtrak. The design

should envision serving Amtrak load in a manner that maximizes the efficiency of the MCF resources.

3.6.2 Self-Supply

NJ TRANSIT service will be electrically connected through the various transmission and distribution equipment to the PSE&G Meadows Maintenance Supply Switching Station. Loads for the M&E Rail Line and Hoboken Yard are currently provided via Public Service Electric & Gas (“PSE&G”) transmission and distribution network. NJ TRANSIT anticipates that with the correct configuration, it can self-generate and dispatch some of the balance of resources to cover MCF served loads and optimize the operation by saving the retail supply where possible. Shortlisted Respondents are encouraged to consider this to be part of the electric dispatch of the Project.

3.6.3 PJM Sales and Energy Revenues

Via the connection at the PSE&G Meadows Maintenance Supply Switching Station, the Project could participate in Pennsylvania, New Jersey, Maryland Interconnection, LLC’s (“PJM’s”) energy market, the regional transmission organization that coordinates the movement of wholesale electricity in New Jersey. NJ TRANSIT joined PJM in anticipation of submitting an interconnection application to sell excess energy, capacity, and ancillary services in PJM’s wholesale electricity markets. Prior to the reimagining of the Project, NJ TRANSIT submitted an interconnection request for 131.5 MW of energy and 114.2 MW of capacity. NJ TRANSIT submitted the interconnection application in summer 2019 and withdrew the application February 11, 2021 in order to accommodate robust use of R/CEC. It is anticipated that the Developer will submit a new interconnection application.

3.7 Proposer’s Financial Model

In order to fully evaluate the efficacy and financial feasibility of the Proposer’s proposed implementation of the Project, NJ TRANSIT requires that Proposals include a detailed and fully operational financial model. Proposers must submit this model in Excel, with no hardcoded cells or restrictions on revisions, and the model must:

- Set out each of the necessary elements of Project development as funding “uses”;
- Set out how the Proposer proposes to fully fund the total Project cost for the Project’s life cycle, including, without limitation, identifying all sources of funding;
- Include Project revenue projections and a schedule of anticipated service concession payments the Proposer is proposing to earn under the contemplated JIPA with the achievement of key performance metrics;
- Reflect the interest rate or rates projected for the Proposer’s contemplated debt components of the funding plan (and provide NJ TRANSIT the ability to manipulate the indicative interest rates and amortizations);
- Reflect the term for the contemplated JIPA following the commencement of commercial operations; and
- Reflect the timing of cash flows, including the capital cost and Project construction, operations, and maintenance schedule contemplated by the Proposer, any

projected funding requirements in addition to Project costs, and proposed Project contingency.

3.8 Overview of Performance Specifications

NJ TRANSIT anticipates the iterative process detailed in this RFP will provide NJ TRANSIT and the Shortlisted Respondents an opportunity to further develop and refine the Project. This Section provides certain overarching performance specifications of the Project that NJ TRANSIT is committed to achieving. Further, NJ TRANSIT anticipates discussing the following performance criteria with the Shortlisted Respondents during this iterative RFP process:

- Generating Unit uptime;
- Adherence to scheduled maintenance plan;
- Environmental Performance (e.g., compliance, agency interactions, notices of violations);
- Safety Performance (e.g., days injury free, Occupational Safety and Health Administration recordables, safety incidents);
- Projected carbon emissions during the term of the contemplated JIPA;
- Adherence to Generation Schedule;
- Site Security (e.g., incursions, unauthorized access);
- Federal Energy Regulatory Commission/ North American Electric Reliability Corporation Compliance (as applicable); and
- Adherence to PJM dispatch schedule (as applicable).

NJ TRANSIT will provide further details regarding Project specifications via Addenda to this RFP.

3.8.1 Renewable and/or Clean Energy Components

NJ TRANSIT is committed to aligning the Project to the goal of converting New Jersey's energy production profile to 100% R/CEC by 2050 in accordance with the 2019 Energy Master Plan. As stated in the 2019 Energy Master Plan, "100% clean energy by 2050" means "100% carbon-neutral electricity generation and maximum electrification of the transportation and building sectors (the sectors that produce the greatest carbon emissions in the state) to meet or exceed the [Global Warming Response Act of 2007] emissions reductions by 2050 requirements." In connection with this definition, the 2019 Energy Master Plan states "[c]arbon-neutrality means having a net zero carbon footprint by eliminating carbon emissions or balancing carbon emissions with carbon removal." Proposals must feature technically feasible and financially viable R/CEC, and demonstrate a transition to R/CEC consistent with New Jersey's 2019 Energy Master Plan and Governor Murphy's R/CEC goals, while meeting the Project's power demand and performance requirements and goals.

The original Project configuration was developed to an approximately 20% baseline level of design with equipment sizing, layout, and identification of routing corridors for transmission and

distribution infrastructure advanced to a conceptual level. Concepts were also developed for site contours, site civil, utilities, grounding, substations, foundations, control systems, electrical and mechanical systems, and connection to the PSE&G Meadows Maintenance Supply Switching Station. While Shortlisted Respondents should understand and appreciate the 20% design documents provided in the Data Room, these documents are not a rigid blueprint for the Project and should be considered as historical background. Although the 20% design documents may provide some guidance, Shortlisted Respondents must propose innovative technical concepts and solutions that comply with the R/CEC requirements identified above.

3.8.2 FTA Grant Requirements

In order for the FTA funds to be released, there are certain conditions that must be satisfied. Proposals must propose solutions that are consistent with these requirements, including the following:

- The Project must be operational for a period of at least two weeks (14 calendar days) without grid support to power the rail lines and segments during a commercial grid outage.
- The Project is subject to Buy America provisions as imposed upon transit grantees under Federal laws and statutes.
- The NJ TRANSITGRID Project must be able to transport approximately 40% of its normal daily commuting load, while also providing critical power for ancillary systems to allow for the safe operation of trains within the affected region during a commercial grid outage.

For further details on the FTA Grant requirements, please refer to documents in the Data Room.

3.8.3 Power Requirements

The Project has to comply with certain additional technical requirements as provided below:

- The Project must support the NEC from Penn Station NY to County Yard, a total route of 33 miles. There must be dedicated traction power to the NEC to support rail operations on this segment of the NEC independent of other Amtrak services. The NEC transmission line is a 25 Hz, single-phase system operating at 138 kV transmission and 12kV traction power. Existing wayside distribution substations step down 138kV, 25 Hz power to 12 kV, 25 Hz power. Electrical power from the MCF for the NEC must be conditioned and transmitted to the existing electrified rail system via an upgraded Amtrak Substation 41.
- The Project must assist in operations, through monitoring in emergency conditions, the HBLR nanogrid system that runs north and south on overhead catenary system, centered around the Hoboken Station, terminated north at the Tonnelles Avenue Station, and South at the 8th Street Station. The entire 17 route miles of the HBLR must be powered and operational to move commuting traffic north and south through this vital corridor on a limited basis. The HBLR system operates on a 750 VDC traction power system derived from 15kV PSE&G sources at 15 traction power substations.

- The Project must support the M&E line segments from Hoboken Station and the Hoboken Ferry Terminal to Millburn Interlocking just past Maplewood Station, which is approximately 17 miles of the electrified route. The M&E electric trainsets are supplied from an overhead single phase, medium voltage catenary system supplied via existing traction power substation sourced at the PSE&G Meadows Maintenance Supply Switching Station.
- The Project must support several subsystems, such as signal power, track switch and switch heater power, and tunnel power on each rail system specified above.
- Frequency and voltage must be maintained under all conditions +/- 1% of nominal 60Hz and 1 per unit voltage. This is driven by the power electronics on the ALP46 trainsets and is a fixed criterion. The trainsets will shut down outside of these parameters.

3.8.4 Design Requirements

The designs concept submitted as part of the Proposal must comply with all Federal, State, and local standards and codes, comply with the requirements of PJM, the New Jersey Board of Public Utilities, the New Jersey Department of Environmental Protection, and the requirements established by the FTA and those identified in the Record of Decision ("ROD") received for this Project under the National Environmental Policy Act ("NEPA") process. The Project will also require operational integration with NJ TRANSIT rail operations, PSE&G grid operations, the O&M Contractor (or NJ TRANSIT if there is no third-party O&M Contractor) for HBLR operations, and Amtrak real-time monitoring for integration with the NEC.

As the Shortlisted Respondents' design teams are being given the flexibility to refine and enhance design concepts, it is anticipated that, at minimum, a re-evaluation of the Final Environmental Impact Statement ("FEIS") and ROD may be required. A re-evaluation is triggered when there are changes to the Project, including but not limited to: (i) changes in Project engineering/design and construction; (ii) changes to the environmental setting/circumstances; or (iii) changes to environmental commitments.

The Project shall be designed for a minimum 50-year life cycle and be of utility grade (and not commercial grade). Please note that N.J.S.A. 27:25-8a expressly provides that NJ TRANSIT is not considered a public utility and exempts NJ TRANSIT from Title 48 — Public Utilities of the New Jersey Statutes. The Project shall comply with the relevant standards from NERC, including the applicable sections for Critical Infrastructure Protection given the criticality of the systems and the connection to the Bulk Electrical System.

The Project must be designed to account for the Design Basis Threat as identified in the FTA Grant documentation for all threats.

3.8.5 General Cybersecurity Design Considerations

The Project's critical nature requires a robust cybersecurity architecture. As a baseline, industry standard best practices for typical power grid industrial control systems ("ICS"), including those found in NERC Critical Infrastructure Protection and the National Institute of Standards and Technology Interagency Report (IR) 7628, shall be incorporated in the design. However, a goal of the Project is to make the project more robust than ICSs given that the MCF shall be used in emergency situations and may be critical to emergency operation continuity. In addition to

referenced best practices, additional rigor shall be applied to strengthen the MCF control system's defense-in-depth. To further enforce defense-in-depth and expand on industry standard best practices, segmentation strategies within the MCF control system itself are required to reduce the risk of widespread control system damage as a result of malicious activity or unexpected failures in accordance with design/implementation requirements as characterized by Sandia National Laboratories. Preliminary information relating to cybersecurity considerations for the Project is located in the Data Room. NJ TRANSIT anticipates providing additional cybersecurity information via Addenda to the RFP.

3.8.6 General Requirements

In general, the Project needs to satisfy the following requirements:

- Full commissioning and full operations no later than August 2028.
- The Developer shall perform the services provided in the contract for NJ TRANSIT, and attend and assist at all meetings required to inform and coordinate work with NJ TRANSIT staff and relevant agencies, public bodies and authorities.
- The Developer shall provide a work plan with timelines and milestones for the management of these services and present them to NJ TRANSIT's Project manager. The Developer shall maintain and make available, as requested, all documents, records and other evidence pertaining to service and costs.
- It is expected that the Developer will monitor and/or coordinate with other relevant major projects (whether NJ TRANSIT projects or third-party projects) and local developments in the area.

4. Description of the RFP Process

As described in Section 2.5 (*Key Milestones of the RFP Process*), NJ TRANSIT will further develop this RFP based on input and inquiries from the Shortlisted Respondents. NJ TRANSIT intends to hold multiple rounds of Confidential Meetings (defined below in Section 4.2 (*Due Diligence Process and Confidential Meetings*)) with the Shortlisted Respondents and issue further clarifications related to the Project and the RFP process through Addenda to this RFP. This Section describes the process that NJ TRANSIT intends to adopt to further develop and crystalize the Project and RFP process.

4.1 Management Presentation, Question and Answer Session, and Site Visit(s)

Key representatives of NJ TRANSIT plan to make an in-person presentation regarding the Project (the "Management Presentation") to all Shortlisted Respondents. It is anticipated that the Management Presentation will be held on the date provided in Section 2.5 (*Key Milestones of the RFP Process*).

The Management Presentation will include an overview of the iterative RFP process, NJ TRANSIT's goals and expectations for this RFP process, and NJ TRANSIT's current goals and requirements for the Project. The Management Presentation will also solicit input from the Shortlisted Respondents on potential process approaches for advancing the technical components and design of the Project throughout the remaining period of the iterative RFP process. NJ TRANSIT intends to implement a process that is consistent with the preferences of

the Shortlisted Respondents and that will enable submission of competitive Proposals that are technically responsive to the RFP, satisfy the requirements of the Project, and are consistent with NJ TRANSIT's goals and objectives outlined in this RFP.

At the end of the Management Presentation, there will be a dedicated questions and answers session that will also give Shortlisted Respondents an opportunity to ask questions on various topics. Shortlisted Respondents are advised that any discussions held at the Management Presentation are considered informal and are not binding. Nothing discussed at the Management Presentation shall change the requirements in the RFP.

On the same day as the Management Presentation, Shortlisted Respondents will have the opportunity to visit the MCF site. Shortlisted Respondents will be escorted by NJ TRANSIT personnel at all times during the site visit and must comply with all directions by NJ TRANSIT relating to the site visit, including, without limitation, any directions relating to safety and security. Shortlisted Respondents will be allowed to take photographs of the site during the site visit, but will not be permitted to do any intrusive investigations. The intent of the site visit is to allow Shortlisted Respondents to have equal access to the MCF site at the same time. Questions pertaining to the specifics of the Project or the RFP during the site visit are prohibited, and NJ TRANSIT will direct Shortlisted Respondents to submit all questions as a request for clarification ("RFC") pursuant to Section 4.4 (*Submission of Requests for Clarification*).

Shortlisted Respondents who indicate their intent to submit a Proposal on the "Intent to Propose Form", included as Exhibit 4, in accordance with Section 5.3 (*Submission Instructions*) are required to participate in the Management Presentation and are urged to participate in the site visit. Attendees for the Management Presentation will be restricted to a maximum of twenty members for each Shortlisted Respondent's team.

Any Shortlisted Respondent that wants to attend the Management Presentation and site visit shall supply Faith Blair at fblair@njtransit.com with the following information by 5:00 P.M on the date for "Submission of Intent to Propose Form and RSVP for Management Presentation and Site Visit(s)" set forth in Section 2.5 (*Key Milestones of the RFP Process*): (i) the names and titles of all attendees, and, in the case of advisors, who they represent, who will attend the Management Presentation; (ii) a list of the key questions the Shortlisted Respondent requests be addressed at the Management Meeting; and (iii) the names, titles, and email addresses of all attendees, and in the case of advisors, who they represent, who will attend the site visit.

Prior to the site visit, NJ TRANSIT will email the list of attendees identified by the Shortlisted Respondent a "Permit to Enter Onto Property" form. Any individual intending to attend the site visit must execute the "Permit to Enter Onto Property" form and return an executed copy to Faith Blair at fblair@njtransit.com. NJ TRANSIT will not permit any individual to attend the site visit if he or she has not executed the "Permit to Enter Onto Property" form and provided the executed copy to NJ TRANSIT prior to the site visit.

4.2 Due Diligence Process and Confidential Meetings

4.2.1 Initial Confidential Meetings

After the conclusion of the Management Presentation, there will be an initial period of due diligence where the Shortlisted Respondents are expected to develop their initial design concepts, financial models, compensation structure, operations structure and team structures for the Project. NJ TRANSIT will then conduct confidential one-on-one meetings with each Shortlisted

Respondent (“Confidential Meetings”). The goals of the initial Confidential Meeting with each Shortlisted Respondent include, without limitation:

- Discussing the pathway for the procurement of the Project;
- Allowing NJ TRANSIT to further develop the content of the RFP based on comments from the Shortlisted Respondents;
- Addressing issues discussed at the Management Presentation;
- Enabling NJ TRANSIT to gain a greater understanding of how the Shortlisted Respondents view the Project, including, without limitations, the Project requirements and risks;
- Expanding NJ TRANSIT’s understanding of industry capabilities and the Shortlisted Respondents’ views regarding NJ TRANSIT’s requirements for the Project;
- Discussing the approach and timing for achieving the required performance goals of the Project, particularly the R/CEC requirements; and
- Discussing potential commercial and transaction terms for the Project.

NJ TRANSIT’s expectation is that prior to the initial Confidential Meeting with NJ TRANSIT, each Shortlisted Respondent will have read and understood the requirements of the RFP and this iterative process procurement, reviewed and analyzed the materials provided by NJ TRANSIT in the Data Room, and prepared to engage with NJ TRANSIT with questions and discussions regarding the items identified above.

4.2.2 Additional Confidential Meetings

After the initial Confidential Meetings with each Shortlisted Respondent, there will be an additional period of due diligence during which period Shortlisted Respondents should advance the concepts discussed during the initial Confidential Meetings at the follow-up Confidential Meetings. NJ TRANSIT currently contemplates that, following this additional period of due diligence, it will engage in additional Confidential Meetings with each Shortlisted Respondent. The goals of these additional, contemplated Confidential Meetings include, without limitation:

- Conducting focused discussions regarding concepts discussed with the Shortlisted Respondent at prior Confidential Meetings;
- Developing potential commercial terms for the Project;
- Discussing compliance related issues; and
- Advancing the RFP toward its final form to enable NJ TRANSIT to secure Proposals that meet NJ TRANSIT’s goals, needs, and requirements.

4.2.3 No Unfair Advantage from Confidential Meetings

NJ TRANSIT will actively manage discussions at Confidential Meetings. NJ TRANSIT reserves the right to limit the subject matter of any Confidential Meeting as it determines, in its sole discretion, may be appropriate.

No aspect of the Confidential Meetings is intended to provide any Shortlisted Respondent with access to information that is not similarly available to other Shortlisted Respondents or to provide any Shortlisted Respondent with an unfair competitive advantage over any other Shortlisted Respondent. Shortlisted Respondents shall not seek to obtain commitments from NJ TRANSIT at any Confidential Meetings or otherwise seek to obtain an unfair competitive advantage over any other Shortlisted Respondent.

No part of the evaluation of Proposals or the award of any contract pursuant to this RFP will be based on the conduct or discussions that occur during in any Confidential Meetings.

4.2.4 Confidential Meetings are Informal and Non-Binding

The discussions at Confidential Meetings shall be considered informal and are not binding. Nothing discussed at the Confidential Meetings shall change the requirements in the RFP unless set forth in an Addendum to the RFP, and Shortlisted Respondents shall not rely on any statements made during any Confidential Meeting.

4.2.5 Confidentiality of Confidential Meetings

The discussions at the Confidential Meetings will be maintained by NJ TRANSIT as confidential to encourage a free-flowing dialogue and exchange of views regarding the RFP and the Project. NJ TRANSIT will not discuss with any Shortlisted Respondents any information shared by any other Shortlisted Respondent at a Confidential Meeting. Similarly, excluding RFCs submitted pursuant to Section 4.3 (*Submission of Requests for Clarification*), NJ TRANSIT will not discuss with any Shortlisted Respondents any information submitted by any other Shortlisted Respondents at a Confidential Meeting or in connection with pre-Proposal submission activities in the RFP process. Shortlisted Respondents shall also maintain the confidentiality of the Confidential Meetings and, excluding RFCs submitted pursuant to Section 4.3 (*Submission of Requests for Clarification*), any information submitted at a Confidential Meeting or in connection with pre-Proposal submission activities in the RFP process.

Notwithstanding the foregoing, information discussed at Confidential Meetings may be disclosed by NJ TRANSIT in the following circumstances:

- (i) If a Shortlisted Respondent asks a question or makes a request for information at a Confidential Meeting and NJ TRANSIT determines, in its sole discretion, that the response to such a question or the provision of such information must be made to all Shortlisted Respondents, NJ TRANSIT will so advise the Shortlisted Respondent and invite the Shortlisted Respondent to ask the question or request the information in a RFC pursuant to Section 4.3 (*Submission of Requests for Clarification*).
- (ii) If NJ TRANSIT determines, in its sole discretion, that specific information discussed by NJ TRANSIT at a Confidential Meeting would be necessary for the preparation of Proposals and that information was not previously disclosed in the

RFP, the Data Room, or an Addendum, NJ TRANSIT will issue an Addendum to disclose that information to all Shortlisted Respondents as soon as practicable after the Confidential Meeting.

4.2.6 Confidential Meetings Notice, Confirmation, and Agreement

Currently, NJ TRANSIT anticipates the Confidential Meetings to be held in-person. NJ TRANSIT will notify each Shortlisted Respondent in writing at least two weeks before any scheduled Confidential Meeting. Such notice that provide logistics of the Confidential Meetings.

Shortlisted Respondents shall confirm their attendance at any Confidential Meeting scheduled by NJ TRANSIT by contacting Faith Blair at fblair@njtransit.com. Such confirmation shall identify the names, titles, and email addresses of all attendees, and, in the case of advisors, who they represent, at least five (5) days before the scheduled Confidential Meeting date. Attendees for the Confidential Meetings will be restricted to a maximum of fifteen members of a Shortlisted Respondent's team. The Shortlisted Respondents shall also provide a proposed agenda for the Confidential Meeting with its confirmation.

4.3 Submission of Requests for Clarification

If a Shortlisted Respondent has any questions with respect to the contents of this RFP, the information available in the Data Room, or other matters related to the Project, such Shortlisted Respondent may submit a RFC at any time prior to the RFC submission deadline to be announced by NJ TRANSIT via an Addendum to the RFP. Shortlisted Respondents must submit any RFCs in writing via email in a non-scanned electronic format to Faith Blair at fblair@njtransit.com. Verbal RFCs will not be accepted.

RFCs will be answered in writing via Addenda to the RFP. RFCs will be made available to all Shortlisted Respondents together with the answers thereto. NJ TRANSIT does not guarantee that all RFCs received will be answered. NJ TRANSIT may, in its sole discretion, make available all submitted RFCs, together with NJ TRANSIT's answers thereto, without expressly identifying the originator.

4.4 Additional Site Visit(s)

After the initial site visit set forth in Section 4.1 (*Management Presentation, Question and Answer Session and Site Visit(s)*) and prior to the Proposal Submission Deadline, Shortlisted Respondents may request permission to conduct another visit to the MCF site. NJ TRANSIT will attempt to accommodate any such reasonable requests, but does not guarantee that access to the MCF site will be provided except for the initial request. Any subsequent site visit(s) by Shortlisted Respondents will be provided at NJ TRANSIT's sole discretion and will be subject to the same requirements as the initial site visit set forth in Section 4.1 (*Management Presentation, Question and Answer Session and Site Visit(s)*).

4.5 Contract Issues List

NJ TRANSIT anticipates that the iterative RFP process contemplated in this RFP will provide opportunity for NJ TRANSIT and Shortlisted Respondents to further develop and refine the concepts necessary for NJ TRANSIT to release a Term Sheet (as defined below). NJ TRANSIT anticipates that the below list of non-exhaustive items will be the subject of preliminary and

subsequent discussions at the Management Presentation, through RFCs and responses, during Confidential Meetings, and through Addenda to this RFP:

- Shortlisted Respondent's Project team and organizational structure;
- Roles and responsibilities of NJ TRANSIT and the Developer during design, construction, commissioning, operations, and maintenance;
- Design and Project performance specification requirements;
- R/CEC goals, implementation, and potential transition plans;
- Funding plan and financial assurances;
- Compensation and incentives;
- Key performance indicators;
- Project revenues;
- Risk allocation;
- DBE goals;
- Conditions precedent;
- Timeframe and milestones;
- Operations and maintenance arrangements;
- Handback requirements; and
- Insurance and liability issues.

4.6 Contract Term Sheet Process

Prior to the initial distribution of the draft contract described in Section 4.7 (*Contract Process*) and after NJ TRANSIT's Confidential Meetings with the Shortlisted Respondents on the Contract Issues List as described in Section 4.5 (*Contract Issues List*), NJ TRANSIT intends to issue a draft term sheet ("Term Sheet") summarizing the terms and conditions contemplated for the contract in an Addendum to the RFP. NJ TRANSIT intends to discuss feedback on the Term Sheet in further Confidential Meetings with each Shortlisted Respondent. Each Shortlisted Respondent will be invited to submit written comments to the Term Sheet. Additional details relating to the Term Sheet comment process will be provided via Addenda to this RFP.

Comments regarding the Term Sheet are to be provided via email to Faith Blair at fblair@njtransit.com in a prescribed form by the date to be specified by NJ TRANSIT. Shortlisted Respondents are advised that comments from the Shortlisted Respondents and their Team Members should be included in a single electronic (Microsoft Word) document. Shortlisted Respondents will be invited to submit only material, substantive comments to the Term Sheet by

submitting a markup of the Term Sheet using black-lining to indicate the proposed modification with explanatory footnotes where appropriate.

4.7 Contract Process

An initial draft of the contract is expected to be made available on the date indicated in Section 2.5 (*Key Milestones of the RFP Process*) for review and comment by Shortlisted Respondents. NJ TRANSIT intends to discuss the initial draft of the contract in further Confidential Meetings with each Shortlisted Respondent. The Shortlisted Respondent shall combine comments from all of its members and Team Members regarding the initial draft of the contract into a single electronic (Microsoft Word) document by the date to be specified by NJ TRANSIT.

Shortlisted Respondents will be invited to submit only material, substantive comments to the draft of the contract by submitting a markup of the contract using black-lining to indicate the proposed modification with explanatory footnotes where appropriate. Shortlisted Respondents are encouraged to identify comments in order of priority, thus allowing for an efficient review process.

Shortlisted Respondents' proposed changes to the draft contract reflected in their initial markup should be summarized in order of priority in the following chart:

Item Number	Document and Section Reference	Text with Proposed Revision	Reasons for Proposed Modifications

A single revised draft of the contract is expected to be uploaded to Microsoft OneDrive following NJ TRANSIT's review of comments to the initial draft of the contract. This revised draft will reflect any comments from Shortlisted Respondents that NJ TRANSIT has accepted.

4.8 Evaluation of Proposals

4.8.1 Initial Pass/Fail Evaluation

The Technical Evaluation Committee will review each Proposal in an initial screening process to evaluate completeness of the Proposal and determine whether it meets the required elements of Proposals set forth in the RFP. Initial screening will be a pass/fail determination as to whether a Proposal includes and meets the threshold requirements. A Proposal that fails to meet these requirements will not be eligible for consideration in the evaluation process.

The Technical Evaluation Committee and NJ TRANSIT reserve the right to request clarification from Proposers prior to rejecting a Proposal for failure to meet the initial screening requirements. Clarifications are limited exchanges between the Technical Evaluation Committee and a Proposer for the purpose of clarifying certain aspects of the Proposal.

4.8.2 Interview and Substantive Selection Process

After the initial review, Proposals will be evaluated pursuant to the evaluation criteria set forth in this RFP, which may be updated in Addenda to this RFP, as indicated in Section 5.2 (*Evaluation Criteria*). NJ TRANSIT may schedule interviews with Proposers whose Proposals have been deemed responsive. NJ TRANSIT may request, in its sole discretion, oral one-on-one

presentations to provide Proposers an opportunity to highlight certain aspects of their written proposals, to enhance NJ TRANSIT's understanding of any aspect of the Proposal and to facilitate the evaluation process.

Any scheduled interviews or one-on-one oral presentations may not be used to cure any submitted Proposal deficiencies or material omissions, or to add any material details that differ from the submitted technical proposal, cost/price proposal or financial plan. NJ TRANSIT may require Proposers, at NJ TRANSIT's sole discretion, to provide written clarifications or confirmation of information or statements made in the oral one-on-one presentations. The interviews, oral presentations or one-on-one meetings shall not include discussions concerning negotiations with NJ TRANSIT and its Board of Directors, except as otherwise directed by NJ TRANSIT and as specifically allowed for by NJ TRANSIT.

The Technical Proposal score shall constitute 40% of the total evaluation score, the R/CEC Proposal will constitute 30% of the total evaluation score and the cost/price proposal will constitute 30% of the total evaluation score. The combined technical, R/CEC and cost/price evaluation scores will be used to establish a competitive range.

Each member of the Technical Evaluation Committee will score the Proposals. The Procurement Officer will tabulate the Proposal scores, and then rank Proposers, starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on. NJ TRANSIT reserves the right to make a selection and award based on the original Proposals without negotiation with any Proposer. However, NJ TRANSIT currently contemplates negotiating with all Proposers who are deemed to fall within a competitive range. Each Proposer with which NJ TRANSIT engages in negotiations will submit their best and final Proposals ("Best and Final Proposals") to NJ TRANSIT following negotiations.

Following the completion of the evaluation of Best and Final Proposals, the Procurement Officer will make his or her final recommendation to the Board of Directors. The Procurement Officer will recommend that award be made to that responsible Proposer whose Proposal, conforming to the RFP, offers the best value to NJ TRANSIT or may decide that no contract be awarded, at his or her sole discretion. NJ TRANSIT will notify the Proposers of its intent to award the contract pending approval by the Board of Directors or its decision to not award any contract. After NJ TRANSIT has notified the Proposers of its intent to award the contract, the Board of Directors must then authorize NJ TRANSIT to award the contract to the Developer, and NJ TRANSIT will notify the Developer of its decision.

4.8.3 Cooperation from Developer

Shortlisted Respondents acknowledge that, if selected as the intended contract awardee by NJ TRANSIT, a Proposer shall be required to provide certain documents and perform certain activities: (i) after selection as the intended contract awardee, but prior to award of the contract; and (ii) after award of the contract, but prior to executing the contract. Such requirements include, but are not limited to:

- The Developer and Team Members shall provide NJ TRANSIT with the required proof(s) of insurance as will be set forth in the contract provisions and consistent with NJ TRANSIT regulations.
- The Developer and Team Members, as required, shall provide NJ TRANSIT with the documents and information identified in Section 6 (*Miscellaneous Provisions*).

NJ TRANSIT will provide additional requirements and conditions that must be satisfied by the Developer prior to award and execution of the contract via Addenda to this RFP.

5. Submission and Evaluation Criteria

5.1 Proposal Requirements

Detailed Proposal requirements, including, without limitation, additional technical requirements and proposed contract terms (currently contemplated to be a contract term sheet), will be provided by NJ TRANSIT in Addenda to this RFP.

5.2 Evaluation Criteria

Proposals will be evaluated and scored by the following criteria:

5.2.1 Technical Viability

- A. Strength, robustness of the submitted proposal that addresses the RFP performance specifications;
- B. Project specific output specifications (PSOS) required for minimum performance requirements of the system regardless of feedstock source, means/methods/design approaches;
- C. Specifications for power distribution following substantial completion of the capital works, testing and commissioning;
- D. Resiliency, redundancy, reliability and sustainability of the technical solutions submitted;
- E. Validity, robustness and depth of the proposed technical plans for operations and future maintenance activities;
- F. Constructability within proposed parameters and overall construction sequencing and approach;

- G. Conformance with FTA requirements including, but not limited to, application of the FTA Grant proceeds, Buy America, and conforming to Section 5324 sole source requirements;
- H. Technical understanding of existing infrastructure and design that incorporates existing and planned infrastructure into that design;
- I. Staffing strategy addressing makeup, strength and experience of technical teams for construction, commissioning/testing, ongoing operations, track interface, maintenance staff, as well as depth and experience of Shortlisted Respondent, including financial, legal and commercial support functions carried out by Team Members;
- J. Sustainability and environmental compliance evaluation including but not limited to:
 - 1. Recognition of existing project constraints regarding environmental performance and permitting.
 - 2. Proposal to explore additional flexibility needed to meet the proposed viable design.
 - 3. Provisions for compliance requirements in all permits and documentation required including operations, maintenance and long-term facility operations.

5.2.2 R/CEC Focus – R/CEC in Commissioned Design, and Transition to Net Carbon Neutrality by 2050

- A. Demonstration of technically feasible R/CEC incorporated into commissioned design which reduces natural gas capacity at commissioning;
- B. Technical feasibility of the proposed generation technologies, and demonstration of net carbon neutrality by 2050, including a viable action / transition plan; and
- C. Strength of proposed R/CEC pathways as part of technical proposal (multiple pathways required).

5.2.3 Price

NJ TRANSIT will provide a specific description of the “price” evaluation criterion in an Addendum to the RFP.

5.2.4 Financial Plan (Pass/Fail)

Viability of financial plan submitted, including clear delineations of private financing contributions, understanding of all financing assumptions concerning sources and uses of proceeds, reliance on public grants and other credit support mechanisms as appropriate.

5.3 Submission Instructions

NJ TRANSIT requires that all Shortlisted Respondents advise NJ TRANSIT of their intent to either submit or not submit a Proposal by e-mailing the “Intent to Propose Form”, included as Exhibit 4, by 5:00 P.M on the date for “Submission of Intent to Propose Form and RSVP for Management Presentation and Site Visit(s)” set forth in Section 2.5 (*Key Milestones of the RFP Process*) to Faith Blair at fblair@njtransit.com. This form is required in order to submit a Proposal but does not bind a Shortlisted Respondent in any way. Once NJ TRANSIT has received the “Intent to Propose Form” from the Shortlisted Respondents, the Shortlisted Respondents will receive an email with a link to Microsoft OneDrive. Upon clicking the link, the Shortlisted Respondent will be asked to confirm and enter the email address the link was sent to or perform a code verification request, which will be sent to the Shortlisted Respondent’s email address. Shortlisted Respondents are required to provide and use the email address(es) of the person(s) who will need access to the site. NJ TRANSIT recommends that once the Shortlisted Respondent receives instructions, they review the instructions and upload a test file to ensure there are no issues or questions with uploading.

Shortlisted Respondents shall submit their Proposals in electronic format via Microsoft OneDrive on or before the Proposal Submission Deadline. NJ TRANSIT will provide Microsoft OneDrive submission instructions to Shortlisted Respondents in an Addendum to this RFP.

By submitting a Proposal, each Proposer specifically authorizes NJ TRANSIT, as well as its respective officers, employees, advisors, counsel, accountants and other consultants and representatives, to make any inquiry or investigation to verify the statements, documents and information submitted in connection with such Proposal, and to seek clarification from the Proposer’s directors, officers, employees, advisors, counsel, accountants and other consultants and representatives related thereto.

NJ TRANSIT also reserves the right to make such investigations as it deems necessary as to the qualifications or conflicts of interest of any and all Proposers. Any determination by NJ TRANSIT that an interest creates, or gives the appearance of a conflict of interest will constitute sufficient cause for the outright rejection of a Proposal. NJ TRANSIT reserves the right to accept or reject, in whole or in part, and without further explanation, any or all Proposals submitted and/or cancel this solicitation and reissue this RFP, or another version of it.

5.4 Proposal Security/Contract Execution Security

Unless NJ TRANSIT elects to terminate the procurement after contract award, but prior to executing the contract with the Developer, Proposers shall be unconditionally obligated to execute the contract if awarded the contract as the Developer in accordance with this RFP. NJ TRANSIT reserves the right, in its sole discretion, to establish requirements for Proposers to provide security in order to secure the Proposers’ commitment to: (i) proceed with execution of the contract if awarded the contract as the Developer in accordance with this RFP; and (ii) satisfy all conditions precedent to execution of the contract established in this RFP.

NJ TRANSIT will notify Selected Respondents of any such security requirements, including, without limitation, the amount, form, and timing of any required security, in an Addendum to this RFP.

5.5 Receipt of Proposals, Proposal Modification or Withdrawal and Late Proposals

5.5.1 Proposals Unopened Until Time of Opening

All Proposals received prior to the Proposal Submission Deadline will be kept secure by NJ TRANSIT and remain unopened except as set forth herein. Unidentified proposals may be opened by NJ TRANSIT solely for the purpose of identification by the Procurement Intake Unit and will remain in the secure Microsoft OneDrive folder until the time of opening.

5.5.2 Proposal Modification

NJ TRANSIT will only consider Proposal modifications if received in electronic format by NJ TRANSIT prior to the Proposal Submission Deadline. Modifications of Proposals submitted prior to the Proposal Submission Deadline shall be clearly marked with the RFP number and Project title, Proposal Submission Deadline, and name of Proposer, in the same manner as indicated for submission of Proposals. The modification shall be duly executed by the Proposer or its authorized representative and shall be clearly labeled as a modification. NJ TRANSIT will not consider any Proposal modifications received after the Proposal Submission Deadline.

5.5.3 Proposal Withdrawal

A Shortlisted Respondent may withdraw a Proposal at any time prior to the Proposal Submission Deadline by filing a written withdrawal with Faith Blair at fblair@njtransit.com, duly executed by the Proposer or its authorized representative. The withdrawal of a Proposal does not prejudice the right of the Proposer to file a new Proposal by the Proposal Submission Deadline. Shortlisted Respondents shall not withdraw any Proposal after the Proposal Submission Deadline, and NJ TRANSIT will not consider any withdrawals received after the Proposal Submission Deadline.

Unless a Proposal is withdrawn as specified above, NJ TRANSIT will consider all Proposals firm offers until such time as the Proposal is modified by a Best and Final Proposal, if any, in accordance with this RFP. NJ TRANSIT will consider all Best and Final Proposals firm offers until such time as NJ TRANSIT executes a contract with the Developer.

5.5.4 Late Proposals

Proposals not received by the Proposal Submission Deadline shall not be considered and shall be deleted from the Microsoft OneDrive folder unopened.

5.6 Cancellation of RFP

Issuance of this RFP does not constitute a commitment by NJ TRANSIT to award a contract or any other agreement to any Shortlisted Respondent. NJ TRANSIT reserves the right to cancel this RFP at any time prior to the Proposal Submission Deadline or thereafter (but before executing a contract with the Developer) without recourse to any Shortlisted Respondent.

5.6.1 Cancellation of RFP Before Proposal Submission Deadline

NJ TRANSIT reserves the right to cancel this RFP prior to the Proposal Submission Deadline, if it is in NJ TRANSIT's best interest to do so. If this RFP is canceled pursuant to this Section 5.6.1. Proposals that have been received prior to cancellation shall be deleted from the Microsoft OneDrive folder unopened. NJ TRANSIT will issue a notice of cancellation, which shall identify

the RFP. The notice of cancellation will be uploaded by NJ TRANSIT to Microsoft OneDrive. If the RFP is cancelled before the Proposal Submission Deadline, each Shortlisted Respondent will be eligible to receive a portion of the stipend as provided in Section 2.6 (*Stipends*), the amount of which shall be determined by NJ TRANSIT and subject to the Board's consideration and approval.

5.6.2 Rejection of All Proposals/Cancellation of RFP After Proposal Submission Deadline

NJ TRANSIT may cancel this RFP and reject all Proposals, after the Proposal Submission Deadline but prior to execution of a contract with the Developer if NJ TRANSIT determines that:

- The RFP contains inadequate or ambiguous specifications;
- The Project is no longer required;
- The RFP does not provide for consideration of all factors of cost to NJ TRANSIT;
- All otherwise acceptable Proposals received were at unreasonable prices;
- Proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith; or
- For other reasons, cancellation is in the best interest of NJ TRANSIT.

If the RFP is cancelled after the Proposal Submission Deadline, each Shortlisted Respondent will be eligible to receive a stipend as provided in Section 2.6 (*Stipends*), subject to the Board's consideration and approval.

5.7 Rejection of Individual Proposals

Any Proposal that fails to meet a mandatory, material requirement of the RFP shall be deemed non-responsive and shall be rejected by NJ TRANSIT. Any Proposal received from a Proposer determined to be not responsible shall be removed from consideration for award.

5.7.1 Proposer's Responsibility

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

5.7.2 Disqualification of Proposers/Proposals

Submission of more than one Proposal from an individual, firm, partnership, corporation or combination thereof under the same or different names shall be cause for disqualification of the Proposals submitted by such entities. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested as a principal in more than one Proposal for the procurement contemplated may cause the rejection of all Proposals submitted by such individual, firm, partnership, corporation or combination thereof.

5.7.3 Right to Waive Minor Defects in Proposal

NJ TRANSIT reserves the right to waive minor irregularities or omissions in a Proposal. NJ TRANSIT also reserves the right to waive a requirement in the RFP provided that the requirement does not materially affect the procurement or NJ TRANSIT's interests associated with the procurement.

5.8 Debriefing for Unsuccessful Proposers

Upon written request, unsuccessful Proposers who were not awarded the contract shall be informed in general terms, through a debriefing, only of reasons for non-acceptance of their Proposals without disclosing any other Proposer's proprietary data.

5.9 Protest Procedure

5.9.1 Purpose

This Section describes the policies and procedures governing the receipt and resolution of protests in connection with this RFP.

5.9.2 Procedure

- A. Definitions: The following definitions apply to the protest procedure set forth in this Section 5.9.2 (Procedure):
 - 1. "File" or "Submit" means date of receipt by NJ TRANSIT's Contracting Officer.
 - 2. "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
 - 3. "Interested Party" means an actual or prospective Proposer, an offeror, or party whose direct economic interest would be affected by the award or failure to award the contract at issue
- B. Parties: Only an Interested Party may file a protest.
- C. Types of Protests/Time Limits:
 - 1. Protests based upon a challenge to the specifications or alleged improprieties in NJ TRANSIT's procurement process must be filed no later than fourteen (14) calendar days prior to the Proposal Submission Deadline.
 - 2. Protests based upon rejection of a Proposal shall be filed no later than five (5) business days after the Proposer receives notification of rejection from NJ TRANSIT.

3. Protests based upon the award of a contract shall be filed no later than five (5) business days after the receipt of NJ TRANSIT's notice of intent to award.
 4. All protests must be filed in writing. Oral protests will not be accepted. The filing of the protest must identify the RFP (by number and description) in the transmittal (i.e. on the envelope if mailed, in the subject line of the email if sent via email, etc.).
- D. Where to File: Protests must be filed directly with NJ TRANSIT's Contracting Officer, or designee, at the address of 1 Penn Plaza East, Sixth Floor, Newark, New Jersey 07105.
- E. Confidentiality of Protest: Materials 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 believes the protest and any supporting documentation contains proprietary material that should be withheld, the protestor shall submit a statement advising of this fact affixed to the front page of the protest documents and the alleged proprietary information must be so identified wherever it appears. In the event that a public request is made for materials that the protestor has identified as confidential, NJ TRANSIT shall have the sole discretion and final authority to determine whether the materials are exempt from public disclosure and shall take action as required by applicable law.
- F. Protest Procedures - Challenges to a Specification:
1. An Interested Party finding cause to challenge a specification contained within the RFP may submit a written protest to NJ TRANSIT's Contracting Officer setting forth in detail the grounds for such protest.
 2. A written protest may be submitted by an Interested Party only after NJ TRANSIT has formally responded to any questions raised by prospective Proposers and must be submitted at least fourteen (14) calendar days prior to the Proposal Submission Deadline to permit a review of the merits of the protest and to take appropriate action, as may be necessary, prior to the scheduled Proposal Submission Deadline.
 3. A protest of a specification of the RFP shall contain the following:
 - a. The name, address, and telephone number of the protestor;
 - b. The RFP (number and description);
 - c. The specification(s) at issue and the specific grounds for challenging the cited specification(s), including all arguments, materials, or other documentation in support of the protestor's position (additional materials in support of the

protest will only be considered if filed within the time limits set forth in Paragraph C above); and

- d. An indication of the ruling or relief desired from NJ TRANSIT.
4. Failure by a protestor to include all required information may result in a dismissal of the protest.
5. NJ TRANSIT's Contracting Officer may, upon timely receipt of a protest of a specification, issue a final written decision on the protest prior to the Proposal Submission Deadline. Where a decision is issued, such determination shall be a final agency decision. NJ TRANSIT's Contracting Officer has the sole discretion to determine if an in-person presentation by the protestor is necessary to reach an informed decision on the protest.
6. NJ TRANSIT's Contracting Officer may resolve a protest of a specification by amending the RFP and extending the Proposal Submission Deadline, by canceling the procurement, or by any other appropriate means.

G. Protest Procedures - Challenges to Rejection of a Proposal or Contract Award:

1. An Interested Party finding cause to challenge the rejection of a Proposal, or award of the Contract for this RFP, may submit a written protest to NJ TRANSIT's Contracting Officer setting forth in detail the grounds for such protest.
2. All written protests must conform to the time requirements as set forth in Paragraphs C.2 and C.3 above. Failure to timely submit a protest may result in the disregard of a protest.
3. A protest under this Paragraph G shall contain the following information:
 - a. The name, address, and telephone number of the protestor;
 - b. The RFP (number and description);
 - c. The specific grounds for the protest including all arguments, materials, or other documentation in support of the protestor's position (additional materials in support of the protest will only be considered if filed within the time limits set forth in Paragraph C above);
 - d. An indication of the ruling or relief desired from NJ TRANSIT; and

- e. A statement as to whether the protestor requests an opportunity for an in-person hearing and the reason(s) for the request. The opportunity for an in-person presentation is at the sole discretion of NJ TRANSIT's Contracting Officer and subject to the terms set forth below.
- 4. Failure by a protestor to include all required information may result in a dismissal of the protest.
- 5. Protests accepted by NJ TRANSIT shall be resolved in writing on the basis of NJ TRANSIT's review of the record, including, but not limited to, the written protest, the terms, conditions, and requirements of the RFP, pertinent administrative rules, statutes, and case law, and any associated documentation NJ TRANSIT deems appropriate. In cases where no in-person hearing is held, the written record shall, in and of itself, constitute a hearing. The determination by NJ TRANSIT shall be a final agency decision.
 - a. NJ TRANSIT has the sole discretion to determine if an in-person presentation by the protestor is necessary to reach an informed decision on the matter(s) of the protest. In-person presentations are for the benefit of NJ TRANSIT. NJ TRANSIT also has the discretion to limit attendance at an in-person presentation, when granted.
 - b. NJ TRANSIT's decision will address only the issues raised originally by the protestor.

H. Request for Additional Information:

- 1. NJ TRANSIT's Contracting Officer, or designee, is entitled to request, receive, and review copies of any and all records and documents deemed appropriate and relevant to the issues and arguments set forth in the protest. Upon receipt of a request by NJ TRANSIT's Contracting Officer, or designee, the protestor shall promptly provide the requested records and documents free of charge within the time frame specified by NJ TRANSIT.
- 2. If a protestor fails to comply with the provisions of this Paragraph H, such failure may constitute a reasonable basis for NJ TRANSIT to resolve the protest against the protestor. Failure of a protestor to comply expeditiously with a request for information as specified by NJ TRANSIT's Contracting Officer, or designee, may also result in determination of the protest without consideration of the additional information.
- 3. NJ TRANSIT's Contracting Officer, or designee, may also consider relevant information requested and received from other parties deemed appropriate by NJ TRANSIT.

- I. Procurement Process Status: Upon timely receipt of a protest, NJ TRANSIT will delay the opening of Proposals until after resolution of the protest for protests filed prior to the Proposal Submission Deadline, or withhold award until after resolution of the protest for protests filed after Proposal receipt. However, NJ TRANSIT may open Proposals, or award a contract whenever NJ TRANSIT, at its sole discretion, determines that:
 1. The procurement of the RFP's subject matter is urgently required;
 2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
 3. Failure to make prompt award will otherwise cause undue harm to NJ TRANSIT or the Federal Government.
- J. Federal Transit Administration 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.

5.10 Ownership of Proposal

Any Proposer that accepts a stipend as provided in Section 2.6 (*Stipends*) shall transfer all ownership and rights in the Proposer's design to NJ TRANSIT for its use (including, without limitation, in connection with this Project).

6. Miscellaneous Provisions

6.1 Legal Framework

This Project is being implemented under the Federal Transit Administration's Resilience Projects in response to Superstorm Sandy as shown in the Federal Register: Volume 79, No. 214 dated November 5, 2014. NJ TRANSIT will comply with all applicable federal and State procurement requirements, including those set forth in N.J.S.A. 27:25-11, NJ TRANSIT regulations (N.J.A.C. 16:72-1.1, et seq.), FTA's Third Party Contracting Guidance (FTA C. 4220.1 F), and the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including 2 C.F.R. 200.317 through 200.326. Among other legal requirements, this procurement will be subject to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.) and/or the Davis-Bacon Act (40 U.S.C. 276a to 276a-5).

6.2 Social and Economic Requirements

6.2.1 Equal Employment Opportunity Requirements

The Shortlisted Respondents will be required to comply with State equal employment opportunity requirements contained in N.J.S.A. 10:5-31, et seq. (P.L. 1975, c. 127), N.J.A.C. 17:27 and NJ TRANSIT Policy 6.0 – Sexual Harassment and Non-Discrimination. The Shortlisted Respondents are further required to comply with all other equal employment opportunity

requirements as described herein as well as any other applicable federal or State statutes or regulations (please refer to the attached Exhibit 5).

Shortlisted Respondents agree that, if awarded the contract as the Developer and pursuant to N.J.S.A. 10:2-1, et seq.:

- In the hiring of persons for the performance of work under the contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under the contract, the Developer, and any person acting on behalf of the Developer, shall not, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- The Developer, and any person on its behalf shall not, in any manner, discriminate against or intimidate any employee engaged in the performance of work under the contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under the contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- There may be deducted from the amount payable to the Developer by NJ TRANSIT, under the contract, a penalty of \$50.00 for each person for each Calendar Day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- The contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for the violation of this section of the contract occurring after notice to the Developer from NJ TRANSIT of any prior violation of the contract.
- The Developer 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 (3) documents:
 - Letter of Federal Affirmative Action Plan Approval;
 - Certificate of Employee Information Report; or
 - Employee Information Report Form AA-302 and AA-201 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

6.2.2 Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14(b), any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development

("LWD"), through certified payroll records required pursuant to N.J.S.A. 34:11-56.25 et seq., information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. The employer shall provide the Commissioner, throughout the duration of the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to N.J.S.A. 34:11-56.25 et seq.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the LWD web site at <https://nj.gov/labor/equalpay/equalpay.html>. Required forms may be obtained from that website by clicking on the "Contracts for Public Works" hyperlink.

6.2.3 Disadvantaged Business Enterprises Program

NJ TRANSIT will set a DBE goal on this Project. The DBE goal for final design is projected to range between 10% - 20%, and construction (including commissioning) between 7% - 13% of the dollar value of construction, based on historical precedent. A specific goal for these activities will be provided in an Addendum to the RFP. The DBE goal for the remaining anticipated phases and activities (financing and operations and maintenance) will also be provided in Addenda to the RFP, based on detailed review of scope of work, sub-contractable items, DBE capacity and other factors. Each Proposer is required to demonstrate in its Proposal, including in the executive summary, specifics on how it plans to meet these goals.

All New Jersey Unified Certification Program ("NJUCP") certified DBE firms, including suppliers, are eligible to participate. NJ TRANSIT's DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT.

Proposers shall identify all DBE and non-DBE Subcontractors, Sub-consultants, and suppliers proposed to participate and submit the DBE firm's current certified profile with commodity codes from the NJUCP DBE Business Directory at njucp.dbesystem.com ("NJUCP DBE Certification Profile"). As part of the Proposal, Proposers shall complete and submit to NJ TRANSIT, the following:

- DBE Forms A-First Tier DBE Utilization, attached in Exhibit 6 of this RFP;
- DBE Form A1-Bidder Solicitation & Developer Information, attached in Exhibit 6 of this RFP;
- DBE Form A2-Non-DBE Subcontractor Utilization and DBE Form B-Intent to Perform as a First Tier DBE, attached in Exhibit 6 of this RFP; and
- Any applicable supplemental forms for Second-Tier DBE and Non-DBE firms (AA, AA1, AA2, BB, and D).

All required DBE forms and NJUCP DBE Certification Profile with Commodity Codes shall be submitted to NJ TRANSIT, in care of the contract specialist with the Proposal or within five (5) calendar days after the bid opening date. However, Proposers are strongly encouraged to submit all mandatory documents with the Proposal to prevent delay.

The Developer shall comply with the DBE Program requirements in the award and administration of the contract. Failure by the Developer to carry out these requirements shall constitute a breach

of the contract, which may result in the termination of the contract or other such remedy, as NJ TRANSIT deems appropriate.

Any questions regarding the DBE requirements or the mandatory required forms to be submitted by the Proposers should be directed to the following Office of Business Development Specialist:

Name: Elizabeth Perdomo

Title: Director, Outreach and Operations Support

Phone: 973-491-7977 (office)

Email: eperdomo@njtransit.com

6.2.4 Project Labor Agreements

Taking into consideration the size, complexity and cost of this Project, NJ TRANSIT has determined that a project labor agreement will promote labor stability and advance its interests in cost, efficiency, skilled labor force, quality, safety, and timeliness. Accordingly, the award shall be contingent upon the Developer negotiating in good faith a project labor agreement with one or more labor organizations in a form acceptable and approved by NJ TRANSIT in writing. The project labor agreement must be binding on all contractors and subcontractors performing construction work and comply with the Project, including the FTA Master Agreement, Executive Order 13502, and N.J.S.A. 52:38-1 et seq.

NJ TRANSIT is committed to ensuring workforce diversity and participation by DBEs in a manner consistent with applicable laws, regulations, policies, procedures, directives, and grant requirements. The project labor agreement should encourage and foster contracting opportunities that ensure workforce diversity and the participation of DBEs. In addition, the project labor agreement should allow DBE firms to utilize all of their employees for the applicable trade subject to union standards of efficiency.

NJ TRANSIT is relying on its broad authority under N.J.S.A. 27:25-1 et seq. for this project labor agreement requirement.

6.3 Environmental Considerations

A ROD was published for the Project by the FTA on April 15, 2020. The Environmental Impact Statement (“EIS”) in support of that ROD was prepared by the FTA as the Project sponsor and reviewed potential impacts and reasonable mitigations for those impacts, as required. The FEIS and the ROD are available in the Data Room.

Environmental permits for facility construction and operation are required. These permits involve air emissions, land use and storm and wastewater management. Shortlisted Respondents are encouraged to review the FEIS for a list of permits that have been identified for the Project.

For more information on environmental considerations and compliance requirements regarding the Project, please consult documentation in the Data Room. NJ TRANSIT anticipates providing further details regarding environmental considerations and compliance requirements in an Addendum to this RFP.

6.4 Ethical Requirements

6.4.1 Code of Ethics for Proposers

Proposers are informed that it is NJ TRANSIT policy that Proposers who do or may do business with NJ TRANSIT must avoid all situations where proprietary or financial interest, or the opportunity for financial gain, could lead a NJ TRANSIT officer or employee to secure favored treatment for any organization or individual.

Proposers must also avoid circumstances and conduct which may not constitute actual wrongdoing or Conflict of Interest, but might nevertheless constitute the appearance of questionable behavior to the general public, thus compromising the integrity of NJ TRANSIT.

A “Conflict of Interest” includes:

- Any situation or circumstance where a Shortlisted Respondent or any of its Team Members:
 - Has other commitments, relationships, financial interests or involvement in ongoing litigation that:
 - Could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of NJ TRANSIT’s independent judgment; or
 - Could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Project Agreement;
 - Is under contract with NJ TRANSIT to prepare procurement documents for the Project; or
 - Has knowledge of or access to confidential information (other than confidential information disclosed by NJ TRANSIT in the normal course of the RFP) of strategic or material relevance to the RFP or to the Project that is not available to other Shortlisted Respondents and that could or could be seen to give the Shortlisted Respondent an unfair competitive advantage; and
- Any conflict of interest considered under applicable federal or state regulations.

All Proposers must comply with NJ TRANSIT’s Code of Ethics, attached as Exhibit 7.

6.4.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

This section is governed by the requirements set forth in 2 C.F.R. Parts 180 and 1200. By signing and submitting a Proposal the prospective lower tier participant, as set forth in 13 C.F.R. 400.109, is providing the 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.

The prospective lower tier participant agrees by submitting a 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.

The prospective lower tier participant further agrees by submitting a 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 (valued at \$25,000 or more) and in all solicitations for lower tier covered transactions.

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. Each participant shall check the U.S. Government System for Award Management (SAM) database.

Nothing contained in the foregoing shall be construed to require establishment of a 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.

Except for transactions authorized under the fourth paragraph above, 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.

The prospective lower tier participant certifies by submission of this Proposal that neither it nor its principals (as defined at 2 C.F.R. Part 180.995) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. A participant may decide the method and frequency by which it determines the eligibility of its principals. 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.

The prospective lower tier participant shall have no exclusion on the U.S. Government System for Award Management (SAM) database.

6.4.3 Proposer's Certificate of Eligibility

The Proposer shall certify, in the Certificate included as Exhibit 8 to this RFP, that neither it nor its principals are included on the State of New Jersey, Department of the Treasury, Consolidated Debarment Report or on the State of New Jersey, Department of Labor and Workforce Development, Division of Wage and Hour Compliance, Prevailing Wage Debarment List.

The Proposer must also certify that it has no exclusions with the System for Award Management. If the Proposer is included on such report, the Proposer may not be eligible for award of contract.

6.4.4 Limitations on Lobbying

By signing and submitting a Proposal the prospective lower tier participant is providing the certification set out below. 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 31 U.S.C. 1352. Any person who fails to file or amend a declaration required to be filed or amended under 31 U.S.C. 1352 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Proposer 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. At the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration previously filed in accordance with D.4.1 or subsections (1) or (2) above, Proposers shall file an updated certification or declaration, as appropriate, in accordance with 31 U.S.C. 1352.
4. The Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

6.4.5 Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 52:32-55 et seq., a Proposer that, at the time of contract award, is identified on a list created pursuant to such law by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran as described in such law, shall be ineligible to, and shall not, propose on or enter into a contract with NJ TRANSIT. As required by such law, the Proposer must complete and submit prior to contract award, the certification included as Exhibit 9 to attest under penalty of perjury, that neither the Proposer nor any of its parents, subsidiaries or affiliates are identified on the New Jersey Department of Treasury's Chapter 25 list as a person

or entity engaging in investment activities in Iran. Failure to complete and submit this certification will preclude award of a contract.

6.4.6 Certification of No Tax Liability or Felony Conviction

As a condition of any contract award, a private corporation, partnership, trust, joint-stock company, sole proprietorship, or any other business association, including each participant in a joint venture, must certify, under penalty of perjury, that it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

As a condition of any contract award, any such entity must also certify that it has not been convicted of any felony criminal violation under any federal law within the twenty-four (24) months preceding the date of contract award.

Furthermore, any such entity awarded a contract by NJ TRANSIT is responsible for flowing down the requirements of the above two (2) paragraphs to all lower tier subcontractors or subconsultants (including sub-subcontractors and sub-subconsultants, etc.), without regard to the value of any such subagreement (or sub-subagreement, etc.).

The certification required hereunder is attached as Exhibit 10, and the conditions and obligations stated therein are continuing through and until the date of any contract award. If any of the conditions stated in the certification change prior to the date of contract award, for the prospective awardee or for any subcontractor or subconsultant (or sub-subcontractor or sub-subconsultant, etc.), the Proposer shall immediately notify the NJ TRANSIT contracting officer. Failure to complete the Certification will render the Proposal non-responsive.

6.5 Additional Requirements

6.5.1 Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, NJ TRANSIT is prohibited from entering into a contract with an entity unless the Proposer and each subcontractor that is required by law to be named in a Proposal has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award, the Developer and shall provide NJ TRANSIT with its proof of Business Registration and that of any named subcontractor(s).

6.5.2 Ownership Disclosure

Pursuant to N.J.S.A. 52:25-24.2, Shortlisted Respondents must complete a current Ownership Disclosure included as Exhibit 11 to this RFP.

Shortlisted Respondents must include the names and addresses of all stockholders in a corporation who own ten percent (10%) or more of its stock, or of all the individual partners in the partnership who own a ten percent (10%) or greater interest, or of all the members in the limited liability company who own a ten percent (10%) or greater interest. If one or more stockholders, partners, or members is itself a corporation, partnership, or limited liability company, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual

partners owning ten percent (10%) or greater interest in that partnership, or the members owning ten percent (10%) of greater interest in the limited liability company, shall also be listed.

6.5.3 Source Disclosure Requirements

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by NJ TRANSIT shall be performed within the United States, except when the Contracting Officer certifies in writing a finding that a required service cannot be provided within the United States and the certification is approved by the President and CEO (Executive Director) of NJ TRANSIT.

All Proposers must disclose in Source Disclosure Certification form included in Exhibit 12 of this RFP, the location, by country, where services, including subcontracted services, will be performed.

If any of the services cannot be performed within the United States, the Proposer shall state with specificity the reasons why the services cannot be so performed. NJ TRANSIT's Contracting Officer shall determine whether sufficient justification has been provided by the Proposer to form the basis of certification that the services cannot be performed in the United States and whether to seek the approval of the President and CEO (Executive Director) of NJ TRANSIT.

Failure to submit sourcing information when requested by NJ TRANSIT shall preclude award of a contract to the Proposer.

6.5.4 Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents

Pursuant to Executive Order No.125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at: <https://nj.gov/comptroller/sandytransparency/contracts/sandy/approved/contracts.html>

The contract resulting from this RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFP, the winning Proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its Proposal, a Proposer may designate specific information as not subject to disclosure. However, such Proposer must have a good-faith legal and/ or factual basis to assert that such designated portions of its Proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the Proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the Proposal should be provided. A Respondent's failure to designate such information as confidential in submitting a proposal shall result in a waiver of such claim.

NJ TRANSIT reserves the right to make the determination as to what is proprietary or confidential and will advise the winning Proposer accordingly. The State will not honor any attempt by a winning Proposer to designate its entire Proposal as proprietary, confidential and/or to claim copyright protection for its entire Proposal. In the event of any challenge to the winning Proposer's

assertion of confidentiality with which the State does not concur, the Proposer shall be solely responsible for defending its designation.

6.5.5 Notice of Executive Order No. 271 Requirements Relating to COVID-19

NJ TRANSIT is dedicated to a culture where safety and health are fundamental values, adopted and practiced throughout the agency. Accordingly, in consideration of the health, safety, and welfare of the agency employees and the general public, NJ TRANSIT will require that the Developer and its Team Members abide by Governor Murphy's Executive Order No. 271, included as Exhibit 13, pertaining to safety precautions required as a result of Coronavirus disease 2019 ("COVID-19) and all guidance and/or best practices regarding COVID-19 that were established by the Centers for Disease Control and Prevention (CDC). Selected Respondents are required to execute the Certification included with Exhibit 13 and return with their Proposals.

6.6 Joint Venture

A Proposer consisting of more than one (1) business entity must clearly identify itself in the proposal as a joint venture. Each party to a joint venture shall provide pertinent financial data (i.e. financial statement, D&B report, etc.) as a separate business entity. Each party to a joint venture shall bear, jointly and severally, the entire responsibility for contract performance. The enclosed Statement of Joint Venture, included as Exhibit 14, shall be executed by the joint venturers and submitted with its Proposal.

6.7 Restricted Parties

The following entities will be deemed "Restricted Parties" and neither they nor their respective directors, officers, partners, employees and persons or legal entities related to them are eligible to participate as Team Members or to otherwise assist any Shortlisted Respondent or Team Member, directly or indirectly, or participate in any way as a director, officer, employee, advisor, counsel, accountant or other consultant or otherwise in connection with any Shortlisted Respondent. Each Shortlisted Respondent shall ensure that each Team Member does not use, consult, include, or seek advice from any Restricted Party. The following Restricted Parties have been identified:

- **Jacobs Engineering Group** – Serves as the design engineering provider that developed the original 20% design package, and may remain as NJ TRANSIT's owner's engineer and transaction advisor during the Project. The following entities have served and may continue to serve as sub-consultants to Jacobs:
 - **GTS Consultants**
 - **Matrix New World Engineering**
 - **TerraSense LLC**
 - **Burns Engineering Inc.**
 - **Levitan and Associates**
 - **LTK Engineering**

- **LKG — CMC Consultants**
- **Sowinski Sullivan Architects**
- **SJH Engineering P.C.**
- **Jersey Boring & Drilling**
- **Sullivan Cove Consultants, LLC**
- **EXIDA**
- **A. Estaban & Co., Inc.**
- **Liebman & Associates, Inc.**
- **Sandia National Laboratories** – Assists NJ TRANSIT in defining the necessary cyber security requirements, and may remain in this role during the Project. The following entities have served and may continue to serve as sub-consultants to Sandia:
 - **Argonne and Berkeley Laboratories**
 - **U.S. Department of Energy** (Office of Energy Policy and Systems Analysis and Finance and Market Development)
 - **Federal Laboratory Consortium for Technology Transfer**
 - **Treya Houston, student intern at Texas Tech University (TTU)**
 - **Dr. Eirini Eleni Tsiropoulou, Professor at the University of New Mexico, and her student Fisayo Sangoleye**
- **New Jersey Board of Public Utilities**
- **PJM Interconnection LLC**
- **BEM Systems, Inc.** – Serves as NJ TRANSIT’s environmental consultant, and was during the early phases and helped develop the air permit and other site permits. BEM may remain as NJ TRANSIT’s environmental consultant during the Project. The following entities have served and may continue to serve as sub-consultants to BEM:
 - **Ingroup Networking, Inc.**
 - **Joel Soden / Air Group Inc.**
 - **Rubicon Environmental LLC**
 - **EPIC Environmental, LLC**
 - **The Calladium Group LLC**

- **Amy S. Greene Environmental Consultants, Inc.**
- **Gannett Fleming, Inc.**
- **RGA Cultural Resources Consultants a/k/a Richard Grubb & Associates, Inc.**
– Served, and may continue to serve, as a sub-consultant to Jacobs Engineering Group and BEM.
- **Arcadis U.S. Inc.** – Serves as NJ TRANSIT's R/CEC advisor and may remain in this role during the Project. The following entities have served, and may continue to serve, as sub-consultants to Arcadis:
 - **Mondre Energy, Inc.**
 - **Solomon Energy, Inc.**
 - **Greener by Design, LLC**
- **Piper Sandler & Co.** – Serves as NJ TRANSIT's financial advisor and may remain in this role during through commercial and financial close.
- **Seyfarth Shaw LLP** – Served as NJ TRANSIT's legal advisor.
- **Gibbons P.C.** – Serves as NJ TRANSIT's counsel and may remain in this role during the Project.

Shortlisted Respondents should be aware that the list of Restricted Parties is not exhaustive and that a person that is not included as a Restricted Party may still be prohibited from participating in the Project and as a Shortlisted Respondent's Team Member.

Except as to any Restricted Party, the fact that a person provides or has provided services to NJ TRANSIT in matters not related to the Project may not automatically prohibit such person from participating in the Project. To the extent any question exists as to whether such a person is a Restricted Party, the Shortlisted Respondent should consult with NJ TRANSIT by contacting Faith Blair at fblair@njtransit.com.

6.8 State and Federal Public Records Provisions; Confidentiality; Communications Regarding RFP and Proposals

6.8.1 State and Federal Public Records Provisions

As part of its Proposal, and in connection with any Addenda, RFCs, and other documents issued during the RFP process, Proposer may designate any data or materials it asserts are exempt from public disclosure under the Open Public Records Act, N.J.S.A. 47:1A-1, et seq., Freedom of Information Act, 5 U.S.C. 552, and/or the common law, explaining the basis for such assertion. The Proposer must provide a detailed statement clearly identifying those sections of the Proposal that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. NJ TRANSIT will not honor any attempts by a Proposer to designate its entire Proposal and any Addenda, RFCs, and other documents as proprietary, confidential and/or to claim copyright protection for its entire Proposal.

In the event that a public records request is made for materials that the Proposer has identified as confidential or proprietary, NJ TRANSIT shall have the sole discretion and final authority to determine whether the materials are exempt from public disclosure and shall take action as required by applicable law. In the event that NJ TRANSIT elects to disclose the requested materials, it will notify the Proposer of its intent to disclose, in which case the Proposer may request the immediate return of such materials prior to disclosure by NJ TRANSIT and they will thereafter form no part of the Proposer's submission. In no event shall NJ TRANSIT be liable to a Proposer for any disclosure required by law or a court order of all or a portion of a Proposal, RFCs, and other documents filed with NJ TRANSIT.

In the event of any challenge to the Proposer's assertion of confidentiality with which the NJ TRANSIT does not concur, the Proposer shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Proposer. NJ TRANSIT assumes no such responsibility or liability.

In order not to delay consideration of the Proposal or NJ TRANSIT's response to a request for documents, NJ TRANSIT requires that the Proposer respond to any request regarding confidentiality markings within the timeframe designated by NJ TRANSIT. If no response is received by the designated date and time, NJ TRANSIT will be permitted to release a copy of the Proposal or other requested information with NJ TRANSIT making the determination regarding what may be proprietary or confidential.

6.8.2 Confidentiality

Each Shortlisted Respondent has entered into a Non-Disclosure Agreement ("NDA") during the RFQ process. All information shared by NJ TRANSIT and by the Shortlisted Respondents shall be governed by the terms of that NDA. Shortlisted Respondents who participate in the RFP process agree to extend the NDA as needed.

6.8.3 Public Statements

Shortlisted Respondents, and any proposed Team Members, shall not release or publish any information or material relating to this RFP to others outside of NJ TRANSIT without the express written permission of NJ TRANSIT.

6.8.4 Communications with Public Officials

Shortlisted Respondents and Proposers are advised that communications with NJ TRANSIT that in any way relate to this project shall be conducted with or through the authorized representative of the Contracting Officer in NJ TRANSIT's Division of Procurement. All other contacts are strictly prohibited and are considered improper. Shortlisted Respondents and Proposers are advised that violation of this prohibition may result in the removal of the Proposer and/or any Shortlisted Respondent or Team Member from consideration for this contract and possible suspension/debarment.

6.9 Disclaimer

The information provided in this RFP, or any other written or oral information provided by NJ TRANSIT, its respective officers, employees, advisors, counsel, consultants or other representatives in connection with the Project or the selection process is provided for the convenience of the Shortlisted Respondents only. Shortlisted Respondents and their Team

Members will make their own conclusions as to such information. Oral explanations or instructions from officials, employees, advisors, counsel, consultants or other representatives of NJ TRANSIT will not be considered binding on NJ TRANSIT. NJ TRANSIT and its respective officers, employees, advisors, counsel, consultants and other representatives make no representation or warranty as to any information provided in connection with the RFP process or the RFQ process. The accuracy and completeness of such information is not warranted by any of them and none of them will have any liability in connection with such information or the selection process, all of which liability is expressly waived by each Shortlisted Respondent and each Team Member of such Shortlisted Respondent. This RFP is not an offer to enter into any contract of any kind whatsoever.

Exhibit 1
Acknowledgment of Receipt of Addenda

Proposers are required to acknowledge receipt of all Addenda issued prior to the Proposal due date. This acknowledgment is made by the Proposer, if an individual; by a partner, if a partnership or limited liability partnership; or by an officer of the corporation, if a corporation or by a member, if a limited liability corporation.

The undersigned acknowledges receipt of the following Addenda.

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: _____
Signature of Company Official

Official's Title

Company Name

Exhibit 2
Stipend Agreement

NJ TRANSITGRID MICROGRID PROJECT

This Stipend Agreement (the “Agreement”) is entered into this ____ day of _____, 20__ (the “Effective Date”), between New Jersey Transportation Corporation (“NJ TRANSIT”), whose principal office is located at One Penn Plaza East, Newark New Jersey 07105, and _____ (“Shortlisted Respondent”), whose principal office is located at _____. Unless otherwise stated, all defined terms used herein shall have the meanings afforded to them in the Request for Proposals (“RFP”) for the NJ Transitgrid Microgrid Project.

WHEREAS, NJ TRANSIT issued a RFP inviting Shortlisted Respondents to participate in an iterative-process RFP and to prepare and submit Proposals to design, build, finance, manage, operate and maintain, including rehabilitate, repair, refurbish, and improve, as needed, a new Microgrid Central Facility (the “Project”) pursuant to a contract with NJ TRANSIT;

WHEREAS, in accordance with and pursuant to N.J.A.C. 16:72-4.1(c), NJ TRANSIT has determined that payment of a stipend would:

1. Encourage quality teams to participate;
2. Provide some modicum of financial relief to offset costs of developing a preliminary design; and
3. Motivate firms to achieve innovations and adequately develop designs and a competitive bid price.

WHEREAS, NJ TRANSIT has determined that Shortlisted Respondents that submit proposals in response to the RFP (“Proposals”) are eligible to receive payment of a stipend under certain circumstances after submission of Proposals.

WHEREAS, NJ TRANSIT has determined that Shortlisted Respondents are eligible to receive payment of a stipend under certain circumstances if NJ TRANSIT cancels this procurement prior to submission of Proposals.

NOW, THEREFORE, NJ TRANSIT and Shortlisted Respondent hereby agree as follows:

1. Transfer of Work Product.
 - 1.1 If Shortlisted Respondent executes the Stipend Acknowledgement Form and elects to accept a stipend, Shortlisted Respondent shall sell, transfer, convey, and assign to NJ TRANSIT any and all of Shortlisted Respondent’s right, title and interest in and to any work product contained in the Shortlisted Respondent’s Proposal, including technologies, techniques, methods, processes, ideas and information contained in the Proposal, or in the Project design, or in the Shortlisted Respondent’s financial plan for the Project (together with the Proposal, the

“Assigned Work Product”). The Assigned Work Product shall become the property of NJ TRANSIT without restriction or limitation on its use (including, without limitation, in connection with the Project), without further compensation or consideration.

- 1.2 Shortlisted Respondent agrees to execute all documents and assist in all proceedings (at the sole cost and expense of NJ TRANSIT) to perfect, register, or record the rights of NJ TRANSIT to the Assigned Work Product as contemplated by this Agreement as NJ TRANSIT may reasonably deem appropriate.
- 1.3 Shortlisted Respondent acknowledges and confirms that its execution of the Stipend Acknowledgement Form and election to accept a stipend constitutes a representation and warranty that: (a) it is the sole and exclusive owner of all right, title, and interest in and to the Assigned Work Product; and (b) to the best of the Shortlisted Respondent’s knowledge there are no restrictions from third parties affecting NJ TRANSIT’s ownership and use of the Assigned Work Product.
- 1.4 Shortlisted Respondent acknowledges and confirms that, if it executes the Stipend Acknowledgement Form and elects to accept a stipend, Shortlisted Respondent shall defend, indemnify, protect, and hold harmless NJ TRANSIT and its directors, officers, employees and contractors from, for, and against all actions (including, without limitation, any lawsuits, arbitrations, mediations, administrative proceedings, or any other dispute proceedings), causes of actions, claims, demands, damages, liabilities, losses, liens, fines, penalties, costs, and expenses (including, without limitation, expenditures for and costs of investigations, fees and costs of retained expert witnesses, consultants, or other professionals, court costs and fees, and costs and fees of an arbitration, mediation, administrative proceeding, or any other dispute proceeding, reasonable counsel fees, and costs of settlements, judgments, or any other resolution of a litigation, arbitration, mediation, administrative proceeding, or any other dispute proceeding) brought, made, or asserted by any individual or entity for infringement, harm, or damage to any tangible or intangible property right (including, without limitation, intellectual property rights, patent rights, trademark rights, trade secret rights, proprietary rights, copyrights, and privacy rights) arising out, relating to, or resulting from NJ TRANSIT’s ownership or use of the Assigned Work Product.

2. Compensation and Payment.

- 2.1 In consideration of the transfer of the Assigned Work Product pursuant to Section 1 above and the Shortlisted Respondent’s execution of the Stipend Acknowledgement Form electing to accept a stipend for this Project, NJ TRANSIT agrees to:
 - a. Pay Shortlisted Respondent a lump sum stipend in the amount of one million dollars (\$1,000,000.00) if Shortlisted Respondent: (i) submits a

responsible, responsive and complete Proposal; and (ii) is not selected for award of the contract pursuant to the RFP; or

- b. Pay Shortlisted Respondent, in NJ TRANSIT's sole discretion, an amount that NJ TRANSIT deems to be appropriate consideration (which shall be less than \$1,000,000.00) for work product completed and delivered to NJ TRANSIT prior to the cancellation, if the procurement pursuant to the RFP is cancelled by NJ TRANSIT before the Proposal Submission Deadline; or
 - c. Pay Shortlisted Respondent a lump sum stipend in a minimum amount of seven hundred fifty thousand dollars (\$750,000.00), or, subject to authorization by the Board of Directors, a maximum amount of one million dollars (\$1,000,000.00), if: (i) the procurement under the RFP is cancelled by NJ TRANSIT after the Proposal Submission Deadline, but prior to the award of the contract under the RFP; and (ii) Shortlisted Respondent submits a responsible, responsive and complete Proposal.
- 2.2 NJ TRANSIT will pay the stipend to the Shortlisted Respondent within ninety (90) days after execution of the contract awarded pursuant to this RFP, the final, non-appealable decision not to award a contract (as applicable), or the final, non-appealable decision to cancel the procurement (as applicable).
- 2.3 Acceptance by Shortlisted Respondent of payment of a stipend amount from NJ TRANSIT shall constitute a waiver by Shortlisted Respondent of any and all rights, equitable or otherwise, to bring any claim in connection with the procurement, procurement process, award of the contract pursuant to this procurement, or cancellation of this procurement.
- 2.4 If Shortlisted Respondent is selected as a Developer after submitting a successful Proposal, then it shall not be eligible to receive a stipend.
- 2.5 In addition to the circumstances described in Section 2.4 of this Agreement, Shortlisted Respondent shall not be entitled to receive any stipend in the following circumstances:
- a. If Shortlisted Respondent fails to execute this Agreement and submit it to NJ TRANSIT on or before the date specified in the RFP for submission of an executed Agreement;
 - b. If Shortlisted Respondent does not elect to receive the stipend when executing the Stipend Acknowledgement Form submitted: (i) with its Proposal; or (ii) if the RFP is canceled by NJ TRANSIT prior to the Proposal Submission Deadline, when requested by NJ TRANSIT after the RFP is canceled;

- c. If NJ TRANSIT determines that Shortlisted Respondent's Proposal is not responsive, responsible, or complete;
- d. If Shortlisted Respondent withdraws its Proposal, in whole or in part, at any time;
- e. If Shortlisted Respondent fails to satisfy any terms or conditions of this Agreement; or
- f. If Shortlisted Respondent has not complied in all material respects with the terms and conditions of the RFP.

3. Miscellaneous.

- 3.1 Shortlisted Respondent and NJ TRANSIT agree that Shortlisted Respondent, its Team Members, and their respective employees are not agents of NJ TRANSIT as a result of this Agreement.
- 3.2 This Agreement, together with the RFP, as amended from time to time, the provisions of which are incorporated herein by reference, embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto. This Agreement is not, and does not constitute an:
 - a. Award of a contract under the RFP;
 - b. Agreement or commitment to award a contract under the RFP; or
 - c. Agreement or commitment to reimburse the Shortlisted Respondent for any cost(s) incurred in participating in the RFP process or in connection with the preparation of the Shortlisted Respondent's Proposal.
- 3.3 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of New Jersey, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.
- 3.4 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 3.5 Shortlisted Respondent shall not assign this Agreement without NJ TRANSIT's prior written consent. Any assignment of this Agreement without such consent shall be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the ____ day of _____ to be effective as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

NEW JERSEY TRANSIT CORPORATION

By: _____
Contracting Officer or Duly Authorized Designee

SHORTLISTED RESPONDENT:

By: _____
Name:
Title:

Exhibit 3
Stipend Acknowledgement Form

FOR THE NJ TRANSITGRID MICROGRID PROJECT

SHORTLISTED RESPONDENT:

ADDRESS:

The undersigned **Shortlisted Respondent**, hereby:

___ Waives the stipend for this Project.

___ Accepts the stipend for this Project.

By accepting the stipend for NJ Transitgrid Microgrid Project ("Project"), Shortlisted Respondent acknowledges and agrees:

1. It has submitted a responsive, responsible, and complete Proposal (if Stipend Acknowledgement Form is being submitted at time Shortlisted Respondent submits its Proposal);
2. It has executed and agreed to be bound by the Stipend Agreement (the form of which is included as Exhibit 2 of the Request for Proposals for the Project ("RFP")) on or before the deadline set forth in Section 2.5 of the RFP;
3. It shall transfer all ownership and rights in the Proposal and any work product contained in the Proposal (or any work product delivered to NJ TRANSIT if the stipend is paid in circumstances where NJ TRANSIT cancels the procurement under this RFP before the Proposal Submission Deadline set forth in Section 2.5 of the RFP) to NJ TRANSIT for its use (including, without limitation, in connection with this Project), in accordance with Section 2.6 of the RFP and the terms of the Stipend Agreement; and

Dated:

SHORTLISTED RESPONDENT

By:_____

Name:

Title:

**Exhibit 4
Intent to Propose Form**

Please respond via email using the form below to indicate your organization's Intent to Propose by the date specified in the timeline

RFP No. 20-055

All proposers must complete this page and email it to:

***Faith Blair
Email: fblair@njtransit.com***

Name of Proposer: _____

We confirm the receipt of your request for proposal and will take the following action [check only one box]:

☐ **We intend to submit an electronic proposal**

☐ **We decline to submit a proposal [please provide reason]**

Signature: _____

Name (Print): _____

Telephone #: _____

Date: _____

Email Address: _____

Alternate Name (Print): _____

Alternate Email Address: _____

Intent to Propose Forms must be received by the date specified in the RFP timeline.

Once your Intent to Propose Form has been received by NJ TRANSIT, you will receive instructions on how to access the Secure File Transfer Site (SFTS) via Microsoft OneDrive. From this site, you will be able to download information as well as upload your electronic version of the proposal. The SFTS Microsoft OneDrive was utilized to provide a secure method for facilitating file transfers to and from outside parties.

Exhibit 5
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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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, affection-al 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, up-grading, 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The 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 its 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
http://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 N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

I. BID REQUIREMENTS

This contract is subject to the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127), and in accordance with the rules and regulations promulgated pursuant thereto, the bidder agrees to comply with the following:

At the time the signed contract is returned to NJ TRANSIT, the said bidder (contractor) shall submit to NJ TRANSIT and the New Jersey Department of Treasury, Division of Public Contracts Equal Employment Opportunity Compliance an Initial Project Workforce Report (Form AA-201) consisting of forms provided by NJ TRANSIT and completed by the bidder (contractor) in accordance with Subchapter 7 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127.

II. EXECUTIVE ORDER 151 MANDATORY EEO AND AFFIRMATIVE ACTION REQUIREMENTS

It is the policy of the New Jersey Transit Corporation that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the New Jersey Transit Corporation to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the New Jersey Transit Corporation's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the New Jersey Transit Corporation's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>.

2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women.

3. The Contractor shall actively solicit and shall provide the New Jersey Transit Corporation with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

4. The Contractor shall provide evidence of efforts described at 2 above to the New Jersey Transit Corporation no less frequently than once every 12 months.

5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

III. MANDATORY CONTRACT LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975,c.127) and N.J.A.C. 17:27-1.1 et seq. MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR CONSTRUCTION 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the New Jersey Department of Labor and Workforce Development (Dept. of L.W.D.), Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of L.W.D., Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of L.W.D., Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time, and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of L.W.D., Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the

individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of L.W.D., Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Dept. of L.W.D., Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of L.W.D., Construction EEO Monitoring Program.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of L.W.D., Construction EEO Monitoring Program and submitted promptly to the Dept. of L.W.D. Construction EEO Monitoring Program upon request.

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of L.W.D., Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of L.W.D., Construction EEO Monitoring Program through its website for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report (Form AA202) once a month thereafter for the duration of this contract to the Dept. of L.W.D., Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of L.W.D., Construction EEO Monitoring Program as may be requested by the Dept. of L.W.D., Construction EEO Monitoring Program 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 Dept. of

L.W.D. Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1.1 et seq.

Exhibit 6

DBE Forms A-First Tier DBE Utilization, DBE Form A1-Bidder Solicitation & Contractor Information, DBE Form A2-Non-DBE Subcontractor Utilization and DBE Form B-Intent to Perform as a First Tier DBE

DBE FORMS WILL BE PROVIDED IN AN ADDENDUM

Exhibit 7
Affidavit of Compliance
NJ TRANSIT's Code of Ethics For Vendors
And State of New Jersey Ethics Laws

I, _____ (*name of individual*), executing this document on behalf of the undersigned company, partnership, corporation, limited liability partnership, limited liability corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP"), hereby warrant and affirm to NJ TRANSIT as follows:

1. I warrant and affirm that Contractor has received a copy of NJ TRANSIT's Code of Ethics for Vendors and that I have read and studied this document and distributed this document to all of Contractor's personnel, including but not limited to Subcontractors, involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document. In addition, I further warrant and affirm that Contractor has received from NJ TRANSIT a document entitled "Important Notice to All Contractors and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that Contractor has distributed this document to all of Contractor's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document.

2. Contractor warrants and affirms that it has issued written instructions to all of Contractor's personnel involved in seeking to do business with NJ TRANSIT instructing and requiring same to strictly adhere to the Contractor's responsibilities as set forth in NJ TRANSIT's Code of Vendor Ethics and in the "Important Notice to All Contractors and Consultants".

3. Contractor warrants and affirms that during the bidding or proposal process for the contract with NJ TRANSIT, no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT.

4. The Contractor warrants and affirms that during the RFP process for the contract with NJ TRANSIT, Contractor has not and will not make any offers of employment to any member of the NJ TRANSIT Board of Directors, officer or employee directly involved with this contract or solicit or interview therefor, directly or indirectly, without first seeking and obtaining written approval from NJ TRANSIT's

Chief Ethics Liaison Officer.

5. The Contractor warrants and affirms that during the RFP process for the contract with NJ TRANSIT it has and shall promptly report in writing to NJ TRANSIT every instance that comes to the Contractor's attention and knowledge regarding any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT or their immediate family member, who has either accepted, solicited or asked Contractor to provide any amount of money, gifts, loans, gratuities, benefits, inducements, food (with the exception of coffee, tea, soda, pretzels, donuts, or similar snacks, which may be provided to all attendees at a conference, seminar or business meeting), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Contractor.

6. The Contractor acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ TRANSIT shall have the discretion and legal right to disqualify Contractor from bidding or proposing for a contract between the Contractor and NJ TRANSIT.

I certify under penalty of perjury that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

(Print Name of Contractor)

(Signature of Authorized Principal or Officer)

(Print Name and Title of Signator)

IMPORTANT NOTICE
TO
ALL CONTRACTORS AND CONSULTANTS

NJ TRANSIT is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ TRANSIT Board of Directors, are public servants. NJ TRANSIT, its employees and officers are governed by a number of civil and criminal laws which control how NJ TRANSIT and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-12 and contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ TRANSIT employee or officer from any person, company or entity doing business - or wanting to do business - with NJ TRANSIT. Concomitantly, NJ TRANSIT's own Code of Ethics and Code of Ethics for Vendors, prohibits NJ TRANSIT employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ TRANSIT employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs, and lodging. Simply put, a "gift" is anything of value.

Do not, under any circumstance, tempt or put an NJ TRANSIT employee in the awkward position of having to refuse a gift or return a gift, no matter how well- intentioned or innocuous the gift may be in your eyes.

The bright-line rule for you and your staff in doing business with NJ TRANSIT is simple: Offer nothing and give nothing to any NJ TRANSIT employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ TRANSIT.

Exhibit 8
Contractor's Certification of Eligibility

The _____ (Insert Name of Company) hereby certifies that it and its Subcontractors are not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

_____ (Insert Name of Company) and its Subcontractors has/have no exclusion(s) on the consolidated U.S. Government, Systems for Award Management (SAM) database located at www.SAM.gov.

I, being duly authorized, certify that the information supplied above is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature

Type or Print Name

Title

Date

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

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

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

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

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature

Date

Print Name and Title

Exhibit 10
Certification of No Tax Liability or Felony Conviction

RFP NO. 22-055

CERTIFICATION OF NO TAX LIABILITY OR FELONY CONVICTION

On behalf of _____
(Name of Entity/Company/Business Association) (hereinafter "Prospective Vendor"), I hereby certify that, as of the date of execution of this Certification, the Prospective Vendor:

1. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and the Prospective Vendor
2. Has not been convicted of any felony criminal violation under any Federal law within the preceding 24 months; and the Prospective Vendor
3. Agrees that, if awarded any contract by NJ TRANSIT, the Prospective Vendor will flow down the requirements of Paragraphs 1 and 2 to all lower tier subcontractors or subconsultants involved in this work (including sub-subcontractors and sub-subconsultants, etc.), without regard to the value of any such subagreement (or sub-subagreement, etc.).

The Prospective Vendor further understands and acknowledges that the conditions and obligations herein continue through and until the date of any contract award. If any of the conditions stated herein change prior to the date of contract award, for us or for any subcontractor or subconsultant (or sub-subcontractor or sub-subconsultant, etc.), the Prospective Vendor will immediately notify the NJ TRANSIT contracting officer.

I certify under penalty of perjury that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature

Type or Print Name

Title

Date



OWNERSHIP DISCLOSURE FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

YES NO

1. The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary.
2. The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor.
3. The vendor is a **corporation, partnership, or limited liability company**.

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

YES NO

4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary

Exhibit 12
Source Disclosure Certification

Consultant(Proposer): _____ Contract Number: _____

The Consultant(Proposer) submits this form in response to an RFP issued by NJ TRANSIT in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

- ☐ All services will be performed by the Consultant(Proposer) and the Subconsultants in the United States. Skip part 2.

PART 2

- ☐ Services will be performed by the Consultant (Proposer) and/or Subconsultants outside of the United States. **Complete Part 2.**

Where services will be performed outside the United States, please list every country where services will be performed by the Consultant (Proposer) and all Subconsultants. If any of the services cannot be performed within the United States, the Consultant (Proposer) shall state, with specificity, the reasons why the services cannot be performed in the United States. Attach additional sheets, if necessary. The Contracting Officer will review this justification and, if deemed sufficient, may seek approval of the President and CEO (Executive Director).

Name of Consultant(Proposer)/ Subconsultant	Performance Location by Country	Description of Service(s) to Performed Outside the United States	Reason Why the Service(s) Cannot be Performed in the U.S.

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 Consultant (Proposer) to the Director of Contracts, NJ TRANSIT Corporation, One Penn Plaza East, Newark, NJ 07105.

If during the term of the Contract, the Consultant (Proposer) shifts the location of any of the services outside the United States, without a prior to a written determination by the Contracting Officer, that the services cannot be performed in the United States, the Consultant (Proposer) shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to Article 16 of the Professional Services Agreement.

CERTIFICATION

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

Signature: _____

Date: _____

Print Name: _____

Title: _____

(Rev. February 2019)

NOTICE TO ALL PROSPECTIVE CONTRACTORS AND CONSULTANTS

Effective immediately and until further notice, the terms and conditions of New Jersey Executive Order No. 271 (Murphy 2021) (“EO 271”), and the attached Contract Rider attached, are applicable to this solicitation.

EO 271 addresses COVID-19 vaccination and testing requirements for certain contractors and consultants doing business with NJ TRANSIT. Please carefully review the attached documents.

NEW JERSEY TRANSIT CORPORATION

CONTRACT RIDER

STATE OF NEW JERSEY EXECUTIVE ORDER NO. 271 COVID-19 VACCINE AND TESTING REQUIREMENTS

Effective immediately and until further notice, the terms and conditions of New Jersey Executive Order No. 271 (Murphy 2021) (“EO 271”), attached hereto, are applicable to this contract.

EO 271 applies to all contracts, solicitations for a contract, extensions or renewals of an existing contract, and any exercise of an option on an existing contract, if such contract is for services, construction (including demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work), or a leasehold interest in real property through which covered workers have access to State property, and the cost or contract price thereof is to be paid, in whole or in part, with or out of New Jersey executive department or agency funds.

Prior to any contract award, all contractors must review EO 271 and, thereafter, return the attached Certification and Acknowledgment to the assigned NJ TRANSIT contract specialist.

EO 271 requires a covered contractor, as defined in EO 271, and any subcontractor, at any tier, that is party to the contract to maintain a policy that requires all “covered workers,” as defined in EO 271, to either provide adequate proof to the contractor that they have been fully vaccinated or submit to COVID-19 testing at minimum one to two times weekly. This requirement shall be deemed incorporated into the contract between NJ TRANSIT and the contractor, and must be incorporated by the contractor into all subcontracts and lower-tier subcontracts.

A covered contractor may institute a vaccination or testing policy that includes additional or stricter requirements than EO 271, so long as such policy comports with the minimum requirements of EO 271.

Violation of EO 271 may result in penalties as set forth in EO 271, however contractors and subcontractors are also advised that failure to abide by EO 271 may subject the vendor to debarment, suspension, disqualification or any other such remedies as NJ TRANSIT may deem necessary.

Attachments:

1. EO 271
2. Certification and Acknowledgment of New Jersey Executive Order No. 271

EXECUTIVE ORDER NO. 271

WHEREAS, on March 9, 2020, I issued Executive Order No. 103, declaring the existence of a Public Health Emergency, pursuant to the Emergency Health Powers Act ("EHPA"), N.J.S.A. 26:13-1 et seq., and a State of Emergency, pursuant to the New Jersey Civilian Defense and Disaster Control Act ("Disaster Control Act"), N.J.S.A. App A:9-33 et seq., in the State of New Jersey for Coronavirus disease 2019 ("COVID-19"); and

WHEREAS, through Executive Order Nos. 119, 138, 151, 162, 171, 180, 186, 191, 200, 210, 215, 222, 231, 235, and 240, issued on April 7, 2020, May 6, 2020, June 4, 2020, July 2, 2020, August 1, 2020, August 27, 2020, September 25, 2020, October 24, 2020, November 22, 2020, December 21, 2020, January 19, 2021, February 17, 2021, March 17, 2021, April 15, 2021, and May 14, 2021, respectively, the facts and circumstances of which are adopted by reference herein, I declared that the COVID-19 Public Health Emergency continued to exist and declared that all Executive Orders and Administrative Orders adopted in whole or in part in response to the COVID-19 Public Health Emergency remained in full force and effect; and

WHEREAS, in accordance with N.J.S.A. App. A:9-34 and -51, I reserve the right to utilize and employ all available resources of State government to protect against the emergency created by COVID-19; and

WHEREAS, as COVID-19 continued to spread across New Jersey, I have issued a series of Executive Orders pursuant to my authority under the EHPA and the Disaster Control Act, to protect the public health, safety, and welfare against the emergency created by COVID-19, including Executive Order Nos. 104-133, Nos. 135-138, Nos. 140-166, Nos. 168-173, No. 175, Nos. 177-181, No. 183, Nos. 186-187, Nos. 189- 198, No. 200, Nos. 203-204, No. 207, and

Nos. 210-211 (2020) and Nos. 214-216, Nos. 219-220, Nos. 222-223, No. 225, Nos. 228-235, Nos. 237-244, No. 246, No. 249, Nos. 251-253, Nos. 263-264, and Nos. 266-267 (2021), the facts and circumstances of which are all adopted by reference herein; and

WHEREAS, on June 4, 2021, I signed Assembly Bill No. 5820 into law as P.L.2021, c.103 and issued Executive Order No. 244, which terminated the Public Health Emergency declared in Executive Order No. 103 (2020) but maintained the State of Emergency declared in that same Order; and

WHEREAS, P.L.2021, c.103 provided that following the termination of the Public Health Emergency declared in Executive Order No. 103 (2020), the Governor, Department of Health ("DOH") Commissioner (the "Commissioner"), and the head of any other State agency may continue to issue orders related to implementation of recommendations of the Centers for Disease Control and Prevention ("CDC") to prevent or limit the transmission of COVID-19 and related to vaccine distribution, administration, and management, COVID-19 testing, and data collection; and

WHEREAS, parties that contract with the State government provide essential services to the public and interact with the public on a regular basis, and because of the nature of their work, a significant portion of their workers are not able to work remotely; and

WHEREAS, ensuring the safety of the government workforce during this overall escalation in COVID-19 cases, hospitalizations, and deaths resulting from the B.1.617.2 ("Delta") variant is essential for continued operation and service to the public, and it is fitting and proper to require additional protections to the State workforce and public by requiring contractors to provide their vaccination or testing status as a

condition of entry onto State property and into State facilities, including property and facilities leased by a contractor; and

WHEREAS, the CDC has reported that new variants of COVID-19 have been identified in the United States, and that certain variants, particularly the Delta variant, are more transmissible than previous strains; and

WHEREAS, the State has experienced significant overall upticks in critical COVID-19 metrics since July of this year, including COVID-19 positive cases, the rate of transmission, spot positivity, and new hospitalizations, that warrant additional precautions in certain settings, especially those with a substantial number of unvaccinated individuals; and

WHEREAS, while over 5.7 million people in the State have been fully vaccinated against COVID-19, additional steps are necessary to ensure continued vaccinations of individuals in certain settings of concern to protect against the spread of COVID-19; and

WHEREAS, on July 6, 2021, the U.S. Department of Justice's Office of Legal Counsel issued an opinion concluding that Section 564 of the Food, Drug, and Cosmetic Act, 21 U.S.C. § 360bbb-3 does not prohibit public or private entities from imposing vaccination requirements while vaccinations are only available pursuant to Emergency Use Authorization ("EUA"); and

WHEREAS, ensuring that parties that contract with the State government provide adequate COVID-19 safeguards to their workers performing on or in connection with a State government contract will decrease worker absence, reduce labor costs, and improve the efficiency of contractors and subcontractors at sites where they are performing work for the State; and

WHEREAS, the CDC has emphasized that COVID-19 vaccines are effective, in that they can prevent individuals from getting and spreading the virus, and can prevent severe illness in individuals who do contract COVID-19; and

WHEREAS, this Order is related to vaccination management, COVID-19 testing, data collection, and the implementation of CDC recommendations, and is thus authorized under P.L.2021, c.103;

NOW, THEREFORE, I, PHILIP D. MURPHY, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

1. Each executive department and agency, including an independent authority, shall, to the extent permitted by law, ensure that contracts or agreements entered into by the executive department or agency include a clause that the contractor or any subcontractors, at any tier, that is party to the contract ("covered contractor(s)") must maintain a policy that requires all covered workers to either provide adequate proof to the covered contractor that they have been fully vaccinated or submit to COVID-19 testing at minimum one to two times weekly. This clause shall also be required to be incorporated into lower-tier subcontracts. Any covered worker subject to a policy maintained pursuant to this paragraph that has not provided adequate proof that the covered worker is fully vaccinated must submit to a minimum of weekly or twice weekly testing on an ongoing basis until fully vaccinated.

2. This Order shall apply to any new contract, new solicitation for a contract, extension or renewal of an existing contract, and exercise of an option on an existing contract, if it is a contract for services, construction, including demolition,

remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work, or a leasehold interest in real property through which covered workers have access to State property, and the cost or contract price thereof is to be paid, in whole or in part, with or out of executive department or agency funds. This Order shall not apply to financial assistance, including but not limited to grants, bonds, loans, or tax credits; contracts or subcontracts whose value is less than the State bid advertising threshold under N.J.S.A. 52:34-7; employees who perform work outside of the State; or contracts solely for the provision of goods.

3. Covered workers may demonstrate proof of full vaccination status by presenting the following documents to the covered contractor if they list COVID-19 vaccines currently authorized for EUA in the United States and/or the World Health Organization ("WHO"), along with an administration date for each dose:

- a. The CDC COVID-19 Vaccination Card issued to the vaccine recipient by the vaccination site, or an electronic or physical copy of the same;
- b. Official record from the New Jersey Immunization Information System (NJIIS) or other State immunization registry;
- c. A record from a health care provider's portal/medical record system on official letterhead signed by a licensed physician, nurse practitioner, physician's assistant, registered nurse or pharmacist;
- d. A military immunization or health record from the United States Armed Forces; or

- e. Docket mobile phone application record or any state specific application that produces a digital health record.

Covered contractors collecting vaccination information from covered workers must comport with all federal and State laws, including but not limited to the Americans with Disabilities Act, that regulate the collection and storage of that information.

4. To satisfy the testing requirement, a covered worker must undergo screening testing at minimum one to two times weekly. Where a covered contractor requires an unvaccinated covered worker to submit proof of a COVID-19 test, the worker may choose either antigen or molecular tests that have EUA by the U.S. Food and Drug Administration ("FDA") or are operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Where a covered contractor provides the unvaccinated covered worker with on-site access to COVID-19 tests, the covered contractor may similarly elect to administer or provide access to either an antigen or molecular test. If the covered worker is not working on-site during a week where testing would otherwise be required, the covered contractor's policy need not require the worker to submit to testing for that week. This requirement shall not supplant any requirement imposed by the covered contractor regarding diagnostic testing of symptomatic workers or screening testing of vaccinated workers.

5. Covered contractors must have a policy for tracking test results from testing required by this Order and must report results to local public health departments.

6. An executive department or agency shall require bidders for contracts subject to this Order to certify at the time of bid or proposal or prior to executing a contract that the bidder, if

awarded a contract, shall comply with this Order by having the policies and practices required by this Order in place, and shall collect all data necessary for compliance with this Order. Covered contractors shall certify, at the time of submission of an invoice, that they have complied with this Order during the period of time covered by the invoice.

7. For purposes of this Order, "covered worker" means any full-time or part-time worker for a covered contractor working on or in connection with a contract with an executive department or agency that requires such worker to enter, work at, or provide services in any place, site, installation, building, room, or facility in which any executive department or agency conducts official business or is within an executive department or agency's jurisdiction, custody, or control, or that relates to offering services for State employees, their dependents, or the general public.

8. For purposes of this Order, a covered worker shall be considered "fully vaccinated" for COVID-19 two weeks or more after they have received the second dose in a two-dose series or two weeks or more after they have received a single-dose vaccine. Individuals will only be considered fully vaccinated where they have received a COVID-19 vaccine that is currently authorized for emergency use by the FDA or the WHO, or that are approved for use by the same. Workers who are not fully vaccinated, or for whom vaccination status is unknown or who have not provided sufficient proof of documentation, shall be considered unvaccinated for purposes of this Order.

9. Nothing in this Order shall prevent a covered contractor from instituting a vaccination or testing policy that includes additional or stricter requirements, so long as such policy

comports with the minimum requirements of this Order. A covered contractor may also maintain a policy that requires more frequent testing of covered workers.

10. The Commissioner is hereby authorized to issue a directive supplementing the requirements outlined in this Order, which may include, but not be limited to, any requirements for reporting vaccination and testing data to the DOH. Actions taken by the Commissioner pursuant to this Order shall not be subject to the requirements of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq.

11. The State Director of Emergency Management, who is the Superintendent of State Police, shall have the discretion to make additions, amendments, clarifications, exceptions, and exclusions to the terms of this Order.

12. It shall be the duty of every person or entity in this State or doing business in this State and of the members of the governing body and every official, employee, or agent of every political subdivision in this State and of each member of all other governmental bodies, agencies, and authorities in this State of any nature whatsoever, to cooperate fully in all matters concerning this Order, and to cooperate fully with any Administrative Orders issued pursuant to this Order.

13. No municipality, county, or any other agency or political subdivision of this State shall enact or enforce any order, rule, regulation, ordinance, or resolution which will or might in any way conflict with any of the provisions of this Order, or which will or might in any way interfere with or impede its achievement.

14. Penalties for violations of this Order may be imposed under, among other statutes, N.J.S.A. App. A:9-49 and -50.

15. This Order shall take effect immediately and shall remain in effect until revoked or modified by the Governor.

GIVEN, under my hand and seal this
20th day of October,
Two Thousand and Twenty, and
of the Independence of the
United States, the Two
Hundred and Forty-Sixth.

[seal]

/s/ Philip D. Murphy

Governor

Attest:

/s/ Parimal Garg

Chief Counsel to the Governor

Exhibit 13

**CERTIFICATION AND ACKNOWLEDGEMENT OF NEW JERSEY
EXECUTIVE ORDER NO. 271 (MURPHY 2021) (“EO 271”)**

On behalf of _____ (Name of Entity/Company/Business Association) (hereinafter “Prospective Contractor”), I hereby certify that, as of the date of execution of this Certification and Acknowledgment, the Prospective Contractor:

1. Has read and reviewed the terms and conditions of EO 271; and
2. Has the policies and practices required by EO 271 in place; and
3. If awarded a contract by NJ TRANSIT, will collect all data necessary for compliance with EO 271; and
4. If awarded a contract by NJ TRANSIT, will certify, at the time of submission of an invoice, that we have complied with this Order during the period of time covered by the invoice; or
5. Already has a vaccination or testing policy in place that includes the same, additional or stricter requirements than EO 271, and such policy comports with the minimum requirements of EO 271.

The Prospective Contractor understands and acknowledges that the conditions and obligations must be flowed down to, and made a part of, all contracts with subcontractors at any tier.

The Prospective Contractor further understands that the requirements of EO 271 have the same force and effect as if they were included in the contract documents, and that all remedies available to NJ TRANSIT in the contract documents are applicable to the Prospective Contractor’s compliance with EO 271 and the representations contained within this Certification.

I certify under penalty of perjury that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature

Type or Print Name

Title

Date

Exhibit 14
Statement of Joint Venture

WE, THE UNDERSIGNED, BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

1. THE CONSULTANT, UNDER WHOSE NAME WE HAVE AFFIXED OUR RESPECTIVE SIGNATURES, HAS DULY AUTHORIZED AND EMPOWERED US TO EXECUTE THIS STATEMENT OF JOINT VENTURE IN THE NAME OF AND ON BEHALF OF SUCH CONSULTANT FOR THE PURPOSES HEREIN FURTHER SET FORTH.

2. THE FOLLOWING NAMED CONSULTANTS:

(a);;;
() Individual () Partnership..... () Corporation

(b);;;
() Individual () Partnership..... () Corporation

(c);;;
() Individual () Partnership..... () Corporation

HAVE ENTERED INTO A JOINT VENTURE FOR THE SPECIAL PURPOSE OF CARRYING ON THE WORK AND PROFESSIONAL SERVICES HEREINAFTER DESCRIBED.

3. UNDER THE PROVISIONS OF SUCH JOINT VENTURE THE ASSETS OF EACH OF THE CONSULTANTS NAMED IN PARAGRAPH 2 HEREOF, AND IN CASE ANY CONSULTANT SO NAMED ABOVE IS A PARTNERSHIP THE ASSETS OF THE INDIVIDUAL MEMBERS OF SUCH PARTNERSHIP, WILL BE AVAILABLE FOR THE PERFORMANCE OF SUCH JOINT VENTURE AND LIABLE THEREFOR AND FOR ALL OBLIGATIONS INCURRED IN CONNECTION THEREWITH.

4. THIS STATEMENT OF JOINT VENTURE IS EXECUTED SO THAT THE NAMED CONSULTANTS MAY, UNDER SUCH JOINT VENTURE, PROPOSE TO PERFORM THE WORK AND PROFESSIONAL SERVICES HEREIN MENTIONED AND THEY MAY, IF THE SUCCESSFUL PROPOSER THEREFOR, BE AWARDED THE CONTRACT FOR SUCH WORK AND PROFESSIONAL SERVICES. ANY CONTRACT RELATING TO THE WORK AND PROFESSIONAL SERVICES HEREINAFTER SPECIFIED SHALL BE EXECUTED BY ANY PERSON AUTHORIZED TO BIND ANY MEMBER OF THIS JOINT VENTURE, AND WHEN SO EXECUTED SHALL BIND THIS JOINT VENTURE AND EACH AND EVERY CONSULTANT NAMED HEREIN, SEVERALLY AND JOINTLY. SIMULTANEOUS WITH THE EXECUTION OF THE CONTRACT THE JOINT VENTURERS SHALL DESIGNATE AND APPOINT A PROJECT MANAGER/DIRECTOR TO ACT AS THEIR TRUE AND LAWFUL AGENT WITH FULL POWER AND AUTHORITY TO DO AND PERFORM ANY AND ALL ACTS OR THINGS NECESSARY TO CARRY OUT THE WORK AND PROFESSIONAL SERVICES SET FORTH IN SAID CONTRACT.

**STATEMENT OF JOINT VENTURE
FOR
PROFESSIONAL SERVICES
(Continued)**

5. AS JOINT VENTURERS, WE BIND THE CONSULTANT FOR WHOM WE RESPECTIVELY EXECUTE THIS STATEMENT OF JOINT VENTURE IN FIRM AGREEMENT WITH NJ TRANSIT THAT EACH OF THE REPRESENTATIONS HEREIN SET FORTH IS TRUE.

6. THE WORK AND PROFESSIONAL SERVICES FOR WHICH THIS JOINT VENTURE HAS BEEN ENTERED INTO IS IDENTIFIED AS:

.....

.....

.....

.....

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS DAY OF
....., 20

(a)
(Name of Consultant)

BY
(Also type or print name of signer)

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS DAY OF
....., 20

(b)
(Name of Consultant)

BY
(Also type or print name of signer)

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS DAY OF
....., 20

(c)
(Name of Consultant)

BY
(Also type or print name of signer)

TO BE EXECUTED BY EACH JOINT VENTURER

AUTHORIZATION AND DESIGNATION OF RESPECTIVE AFFIANTS TO THE STATEMENT OF JOINT VENTURE HERETO ATTACHED TO ACT FOR AND ON BEHALF OF THE CONSULTANTS NAMED IN PARAGRAPH 2 THEREOF:

(a) HEREBY CERTIFIES THAT
(Name of Consultant)
..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)
TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED
REPRESENTATIVE OF
(Name of Consultant)
FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST

(SEAL NECESSARY IF CORPORATION)

• • • • •

(b) HEREBY CERTIFIES THAT
(Name of Consultant)
..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)
TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED
REPRESENTATIVE OF
(Name of Consultant)
FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST

(SEAL NECESSARY IF CORPORATION)

• • • • •

(c) HEREBY CERTIFIES THAT
(Name of Consultant)
..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)
TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED
REPRESENTATIVE OF
(Name of Consultant)
FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST

(SEAL NECESSARY IF CORPORATION)

Exhibit 15
Travel & Business Reimbursement Guidelines for Contractors and Vendors
Effective October 1, 2021

*** \$59 Standard Meal Rate applies to all destinations not specifically listed Average Per Diem Rates are listed below**

A full listing of domestic Per Diem Rates can be found online at www.gsa.gov Current foreign Per Diem Rates can be found at https://aoprals.state.gov/web920/per_diem.asp

GENERAL:

All overnight travel must be authorized in writing by the Project Manager. Overnight lodging expenses for New York City are prohibited.

These guidelines are subject to periodic review and adjustment by NJ TRANSIT.

1. Meals: NJ TRANSIT has adopted the IRS-established "Major Cities" method for meal and incidental travel expenses within the continental United States.

The following table shows the average per diem rates for meals and incidental expenses while on travel. The M&IE rates differ by travel location. View the per diem rates for your destination to determine which M&IE rates apply.

M&IE Total	\$59.00	\$64.00	\$69.00	\$74.00	\$79.00
Breakfast	\$13.00	\$14.00	\$16.00	\$17.00	\$18.00
Lunch	\$15.00	\$16.00	\$17.00	\$18.00	\$20.00
Dinner	\$26.00	\$29.00	\$31.00	\$34.00	\$36.00
Incidentals	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00

"Incidentals" as defined by the IRS include "fees and tips given to porters, baggage carriers, hotel staff, and staff on ships".

2. Conveyances: Travel expenses will be reimbursed subject to their reasonableness and subject to the following maximums (receipts required):
 1. Air-Fare: When authorized in writing and only at the prevailing coach rates. First class travel costs are not reimbursable.
 2. Rail or Bus: Only regular coach fares are reimbursable.
 3. Automobile: Mileage will be reimbursed at a rate of \$0.56 cents per mile (effective January 1, 2021). Mileage claims in excess of 30 miles one-way must be supported with documentation from a reputable online service (e.g. Map Quest). Gas, tolls and parking fees will be reimbursed only when validated by receipt.
3. Lodging: Reimbursed for single occupancy rates at reasonable, actual costs for the location. Lodging costs exceeding \$161.00 per night require prior approval of the Project Manager.