



CONTRACT COMPLIANCE PROGRAM

IDENTIFIED BUSINESS ENTERPRISES (IBE)

COMPLIANCE PLANS

&

POST AWARD REQUIREMENTS

PROFESSIONAL SERVICES

CONTRACT COMPLIANCE DEPARTMENT

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Form F:	IBE Unavailability Certification – Good Faith Effort

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PART 1: OVERVIEW

1.1 APPLICABILITY

The Contract Compliance Plan Program ("Program")¹ is an equal opportunity program that shall apply to, and shall be a part of, all contracts and subcontracts, purchase orders, and consultant agreements, including all construction contracts and subcontracts, of any group or organization providing goods or services to the Delaware River Joint Toll Bridge Commission ("DRJTBC" or "Commission").

1.2 SUMMARY OF CONTRACT COMPLIANCE PLAN PROGRAM

Firms or individuals submitting proposals for this solicitation agree to abide by the DRJTBC's Program Guidelines. The DRJTBC Contract Compliance Program is intended: (1) to promote and encourage minority, women, small, disadvantaged, disabled, and veteran owned businesses (referred to as "Identified Business Enterprises" or "IBEs") to participate in business opportunities with the DRJTBC; (2) to afford IBEs an equal opportunity to compete for work on the DRJTBC's contracts; and (3) to encourage consultants to provide subconsulting opportunities to certified IBEs by soliciting such firms for subconsulting opportunities. The DRJTBC and its consultants shall not discriminate on the basis of race, color, religion, gender, national origin, ancestry, age, marital or veteran status, medical condition, disability, sexual orientation, citizenship, or any other classification protected by law in the award and performance of contracts.

The DRJTBC encourages Consultants to meet or exceed the twenty-five percent (25%) IBE participation target for this contract. However, Consultants may comply without achieving the participation targets so long as they make and document Good Faith Efforts (as that phrase is defined herein) that would allow IBE participation. Consultants that do not meet the project's targets are subject to the Contract Compliance Department's ("CCD") Good Faith Efforts review.

By the due date and time specified in the documents soliciting proposals, all Consultants shall submit an *IBE **Contract Compliance Plan I or II*** (the *Compliance Plan* forms and requirements are provided herein) as part of their proposal. To comply with the Compliance Plan Program, a Consultant has two (2) options: (1) **Compliance Plan I** - the Consultant may "**Opt-In**" (complete **forms A & B only**) by agreeing to meet or exceed the 25% participation target, or (2) **Compliance Plan II** - the Consultant must provide its **Good Faith Efforts** documentation (**forms A through F**) detailing their attempt to meet the 25% participation target. Good Faith Efforts documentation must be reviewed and approved by the Contract Compliance Department (CCD). These options are more fully explained in "Part 2: Contract Compliance Plan Program."

Please note that, in connection with **Task Order Agreement ("TOA")** contracts, Good Faith Efforts documentation obligations will be required in the event a Consultant does not meet the participation level submitted with their original Compliance Plan I or II at the end of the contract term.

¹ This Program applies only to contracts funded with DRJTBC funds. In the event there are any contracts funded through the United States Department of Transportation, the federal requirements in 49 C.F.R. Part 26 will apply instead.

Any questions regarding preparation of the *Compliance Plan* should be directed to the CCD to either of the following:

	Julio Guridy, Director	Christine Baker, Manager	
	DRJTBC	DRJTBC	
	Contract Compliance Department	Contract Compliance Department	
	76 Broad Street	110 Wood & Grove Streets	
	Phillipsburg, NJ 08865	Morrisville, PA 19067	
	(908) 859-6417 ext. 3063 (office)	(267)	790-1025
(office)	(267) 790-1088 (office)	(267) 790-1081 (facsimile)	
	(908) 859-6458 (facsimile)	cbaker@drjtbc.org	
	kguridy@drjtbc.org		

If any or all of the *Compliance Plan* documentation is not submitted by the due date and time specified in the documents soliciting proposals, the proposal may be deemed non-responsive and not be accepted for consideration.

1.3 EQUAL OPPORTUNITY OBLIGATION

Prime Consultants who are engaged or otherwise contracted to perform work for the Commission shall be subject to the Equal Opportunity Clause. In the event a purchase order is used in lieu of a subcontract, a letter (in the format set forth at **Form H** herein) incorporating this Policy by reference and confirming that the subconsultant or vendor agrees to be bound by this Policy in the performance of services or supply effort must be submitted in addition to the purchase order. The Equal Opportunity Clause shall state:

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

a) [Prime Consultant] will not discriminate against any worker or applicant for work because of race, color, religion, gender, national origin, ancestry, age, marital or veteran status, medical condition, disability, sexual orientation, citizenship, or any other classification protected by law. [Prime Consultant] will take positive steps to ensure that workers are treated during employment, without regard to their race, color, religion, gender, national origin, ancestry, age, marital or veteran status, medical condition, disability, sexual orientation, citizenship, or any other classification protected by law. Such steps shall be taken in connection with all terms and conditions of employment, including, but not be limited to, the following: employment, promotion, demotion, suspension or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. [Prime Consultant] agrees to post in conspicuous places, available to workers and applicants for work, notices to be provided setting forth the provisions of this Equal Opportunity Clause;

b) [Prime Consultant] will endeavor to maintain a work site free of harassment or intimidation on the basis of race, color, religion, gender, national origin, ancestry, age, marital or veteran status, medical condition, disability, sexual orientation,

citizenship, or any other classification protected by law. [Prime Consultant] shall take immediate corrective action against any employee or worker who engages in any conduct that violates this Equal Opportunity Clause. [Prime Consultant] shall maintain a process for reporting harassment or intimidation and for the expeditious resolution of worker grievances related to such harassment or intimidation.

c) [Prime Consultant] will furnish all information and reports required by the Commission, and will permit access to [Prime Consultant]'s books, records, and accounts by the Commission for purposes of investigation to ascertain compliance with this Policy and the Commission's rules, regulations, and orders.

d) [Prime Consultant] agrees to include the provisions of subparagraphs (a)-(c) of this Equal Opportunity Clause in every subcontract or purchase order, so that such provisions will be binding upon each subconsultant or vendor. In the event a purchase order is used in lieu of a subcontract, a letter incorporating subparagraphs (a)-(c) of this Equal Opportunity Clause by reference and confirming that the subconsultant or vendor agrees to be bound by subparagraphs (a)-(c) of this Equal Opportunity Clause in the performance of services or supply effort, must be submitted in addition to the purchase order.

PART 2: CONTRACT COMPLIANCE PLAN PROGRAM

The Commission is seeking a minimum of twenty-five percent (25%) IBE participation in all Commission projects. As part of its proposal submission, the Prime Consultant must either select **Compliance Plan I or II**:

Compliance Plan I - ("Opt-In") commit to meet/exceed the twenty-five percent (25%) IBE participation targets and submit completed **Forms A and B (follow sub-part 2.1 below)**; or

Compliance Plan II - if the Prime Consultant determines that project targets cannot be met, they must demonstrate their efforts to meet the target by providing **Good Faith Efforts** documentation by completing and submitting **Forms A through F (follow sub-part 2.2 below)**.

When submitting a proposal to the Commission, a Prime Consultant must identify the amount of IBE participation it intends to use in the project as part of IBE *Compliance Plan I or II* ("*Compliance Plan*") "Opt-In" or Good Faith Efforts documentation. The forms that constitute the *Compliance Plan* are included in the Appendix (see **Forms A through F** attached hereto).

Task Order Agreements - For Prime Consultants awarded **TOA** contracts with the Commission, an additional obligation to provide Good Faith Efforts documentation (**Forms A through F**) shall arise in the event the Prime Consultant does not meet their targeted participation identified in the Prime Consultant's original *Compliance Plan I or II* by the end of the TOA contract term (**sub-part 2.4 below**).

The targeted IBE participation is a target, not a prerequisite for submission of a proposal. The *Compliance Plan* requirements are explained in greater detail in the "**Instructions for the Contract Compliance Plan**" (**sub-part 2.3 below**).

2.1 "OPT-IN"

COMPLIANCE PLAN I

A Prime Consultant "Opts-In" by agreeing that it will meet or exceed the 25% IBE participation level identified in the proposal. A Prime Consultant selecting this option need not submit evidence of Good Faith Efforts, but will be required to provide documentation supporting its representations regarding the IBE participation level by completing **forms A and B only**. The Prime Consultant's stated IBE participation level will be made a term of the agreement with the Commission and the Commission will be entitled to any and all available contractual remedies for non-compliance with this term. The following are the required forms:

Form A:	IBE Compliance Plan, Consultant Certification & Summary
Form B:	Letter of Intent (LOI)

The LOI must be in the format shown on the sample at **Form B** and must contain all information requested in the sample. The LOI is required for all levels of subcontracting and a separate LOI for each subconsultant is required. **The description of work and the percentage of the IBE sub-consultant's work indicated on each LOI shall be the actual amount indicated on the Compliance Plan submitted with the proposal and approved by the DRJTBC.**

2.2 GOOD FAITH EFFORTS DOCUMENTATION

COMPLIANCE PLAN II

A Prime Consultant documents its Good Faith Efforts by providing the Commission with evidence of the effort the Prime Consultant has expended and will expend to reach the IBE participation level identified in its proposal, which includes, but is not limited to, its solicitation of and commitments with IBEs (**Forms A through F**).

2.2.A. Reporting Good Faith Efforts

Prime Consultants shall follow the "Instructions for Good Faith Efforts" set forth below in order to attain and document its Good Faith Efforts. A responsive submission is one in which the Prime Consultant demonstrates to the satisfaction of the Commission that it has made Good Faith Efforts to achieve Meaningful and Substantial participation (as that phrase is defined herein) of IBEs in each work or supply area of its proposal. The Prime Consultant is required to identify all of the IBEs that the Prime Consultant has agreed will perform elements of its proposal, detailing the work or supply effort as it relates to a distinct element of the Prime Consultant. The following are the required forms:

Form A:	IBE Compliance Plan, Consultant Certification & Summary
Form B:	Letter of Intent (LOI)
Form C:	Disclosure of Subconsultants
Form D:	IBE Compliance Plan Checklist
Form E:	Letter to Potential Subconsultants
Form F:	IBE Unavailability Certification - Good Faith Effort

The LOI (**Form B**) is to be signed by both parties. The LOI must be in the format shown on the sample at **Form B** and must contain all information requested in the sample. The LOI is required for all levels of subcontracting and a separate LOI for each subconsultant, supplier, or manufacturer is

required. **The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Compliance Plan* submitted with the proposal and approved by the DRJTBC.**

2.2.B. Instructions for Good Faith Efforts

The Consultant has a responsibility to make a portion of the work available to IBE subconsultants so as to facilitate meeting the targets. If the Consultant cannot achieve the targets, documentation of the Consultant's Good Faith Efforts to achieve the targets must be submitted at the same time as the *Compliance Plan*. The CCD will review the documentation provided and determine if the Consultant made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using IBEs is not a sufficient reason for a Consultant's failure to meet the targets, as long as such costs are reasonable. However, a Consultant is not required to accept a higher quote from a subconsultant in order to meet the targets.

Good Faith Efforts Generally

If targets are not met, the CCD will examine the Good Faith Efforts documentation submitted with the *Compliance Plan* to ensure that the Consultant made Good Faith Efforts to meet the project targets. In determining whether the Consultant has made Good Faith Efforts, the CCD will consider, at a minimum, the Consultant's efforts to do the following:

- (A) Provide interested IBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.
- (B) Negotiate in good faith with interested IBEs that have submitted proposals/bids to the Consultant. An IBE that has submitted a proposal to a Consultant but has not been contacted **within five (5) business days** of submission of the proposal may contact the CCD to request a meeting with the Consultant. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of IBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBE/WBE/SBE/DBE/DsBE/VBEs to perform the work. **Proposal shopping is prohibited.**
- (C) Select portions of the work to be performed by IBEs in order to increase the likelihood that the IBE targets will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate IBE participation, even when the Consultant might otherwise prefer to perform these work items with its own forces.
- (D) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).
- (E) Use the services of available community organizations; minority/women/small/disadvantaged/veteran consultants' groups; local, state, and federal minority/women/small/disadvantaged/veteran business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of IBEs.

(F) Seek guidance from the CCD on any questions regarding compliance with this section.

The following factors may also be considered by the CCD in determining compliance through Good Faith Efforts; however, they are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

(A) Whether the Consultant made efforts to assist interested IBEs in obtaining bonding, lines of credit, or insurance as required by the Commission or Consultant.

(B) Whether the Consultant made efforts to assist interested IBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

In assessing minimum Good Faith Efforts, the CCD may consider whether the Consultant sought assistance from the CCD on any questions related to compliance with this section. In addition, the CCD may also consider the performance of other Consultants successfully meeting the targets.

The ability or desire of a Consultant to perform the work of a contract with its own organization does not relieve the Consultant of the responsibility to make Good Faith Efforts.

Consultants may reject IBEs as unqualified only following thorough investigation of their capabilities. The IBEs' membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example, union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Consultant's efforts to meet the project targets.

At a minimum, the following should be submitted to support Consultant's Good Faith Efforts documentation (documentation is not limited to this list):

- Facsimile logs, e-mails, and/or copies of documents sent to firms
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information)
- Telephone logs with responses (*Telephone contacts, alone, will not be sufficient.*)
- Lists and copies of letters sent by mail, hand delivered, or e-mailed
- Breakdown of negotiations made with certified firms
- Copies of advertisements with local newspapers, trade associations, Chambers of Commerce and/or any other public media
- Other communications regarding contacts with trade associations and Chambers of Commerce

The following additional Consultant's Good Faith Efforts factors may also be considered:

- Copies of e-mails or telephone logs regarding assistance in bonding, lines of credit, or insurance (as required by the Consultant)
- Copies of e-mails or telephone logs regarding assistance in obtaining equipment, supplies, materials, or services
- Copies of all proposals received in response to Consultant contacting other Firms

Contacting Potential IBE Subconsultants

The DRJTBC has determined the scope of work for this project and refers Consultants to the applicable certification website(s) (www.paucp.com; www.pa.gov; www.njucp.com; and/or www.nj.gov.) to determine all the IBE firms certified to perform work within the defined scope. In addition, please note that every firm on the Commission website (coming soon) is certified as an IBE for purposes of meeting the targets and Consultants are encouraged to contact all the firms. The list is not all-inclusive list and should not be considered exhaustive.

If a Consultant identifies an additional scope of work for this project, the Consultant shall advise the CCD of same and must refer to the applicable certification website to determine if the IBE firms are certified to perform that scope of work. Identification of additional scopes of work will be evaluated as a part of the Consultant's Good Faith Efforts to meet the targets. The CCD determines whether the Consultant has made sufficient Good Faith Efforts if the targets are not met.

The Commission neither warrants the capacity nor guarantees the performance of any Firm certified by the Commonwealth of Pennsylvania's Department of General Services, the Pennsylvania Unified Certification Program ("PAUCP"), the State of New Jersey Department of Treasury, the New Jersey Unified Certification Program ("NJUCP"), Bureau of Minority and Women Business Opportunities ("BMWBO"), or any other certification programs/agencies.

If the Consultant believes any of the work areas identified by the Commission are not applicable to the project's scope of work, then the Consultant must notify the authorized contact person of the concern. All the Consultants will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular IBE's certification status may be addressed to the CCD Julio Guridy at e-mail: jguridy@drjtbc.org or telephone (908) 859-6417, also to Christine Baker at cbaker@drjtbc.org, or telephone (267) 790-1025. If the consultant wants to use a subconsultant but it is not certain of its certification status, the consultant may either request the subconsultant to furnish proof of certification and the specific work areas for which it has been certified or request such information from the CCD.

The **Letter to Potential Subconsultants (Form E)** shows the format for collecting required information from the subconsultants. The information must be obtained at **least seven (7) business days** prior to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. **Form F (IBE Unavailability Certification - Good Faith Effort)** is to be used for each IBE that was unavailable.

2.2.C. Commission Review of Good Faith Efforts

The Commission reserves the right to confirm any and all commitments and solicitations of IBEs. The Commission, at its sole discretion, reserves the right to allow the Prime Consultant to submit additional information, after the time for submission at any time prior to award, solely for the purpose of clarifying or explaining its IBE participation arrangements and Good Faith Efforts. The sufficiency of Consultant's Good Faith Efforts will be evaluated by the Commission in consideration of this Policy. For example, where the Prime Consultant is unable to obtain IBE participation in a particular work or supply area, the Prime Consultant must show that it exhausted Good Faith Efforts to allocate that work or supply effort to IBEs and explain why those efforts were unsuccessful given the availability of IBEs to participate meaningfully. This is explained in greater detail in the "Instructions for Good Faith Efforts" included herein.

2.3 INSTRUCTIONS FOR THE CONTRACT COMPLIANCE PLAN

The CCD may request written clarification of items listed on the *Compliance Plan*. However, there will be no further opportunity for the Consultant to augment the IBE participation originally listed in the *Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *Compliance Plan*. Changes to the *Compliance Plan* are permitted only during contract negotiations and/or after contract execution and only with prior written approval of the Commission.

Please type or clearly print all information, use "none" or "N/A" where appropriate, sign, and date the *Compliance Plan* as indicated. Please fill in all the blanks and use EXACT numbers. DO NOT USE: "approximate," "plus or minus (+ -)," "up to," "to be determined (TBD)," < >, or any other qualifying language.

Compliance Plans not complying with Compliance Plan Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission non-responsive or non-compliant.

Form A: **Section I. Project Identification** - This section includes the Project Name and Project Contract Number.

Section II. Prime Company Information, Consultant Certification & Summary -

The Consultant should complete this section with its information and sign in the space provided. The portion of Section II marked as "For CCD Use Only" should be left blank.

This section is a summary of subconsultant participation in this Bid. If selecting **Good Faith Efforts documentation**, the Consultant should complete **Forms B, C, D, E, and F** before attempting to complete **Section II** on **Form A**. After completing all applicable forms, calculate the percentage of IBE participation for each subconsultant and enter the information in the blanks provided. Because Section II is a summary, if there are any inconsistencies between Section III and Section II, then the calculations contained in Section III will prevail.

Form B: A **Letter of Intent ("LOI") (Form B)** does not replace a binding contract between a Prime Consultant and a subconsultant.

Form C: Section III. Disclosure of Subconsultants

Please list all subconsultants using the legal name under which they are registered to do business and the value of the work they will be performing themselves. **Please include copies of all IBEs' certifications.** By listing Firms on the *Compliance Plan*, the Consultant confirms that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the project is awarded to said Consultant. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

How To Count IBE Participation

Before completing Section III (**Form C**) of the *Compliance Plan*, please read the following instructions regarding how to count IBE participation:

(A) Only the value of the work actually performed by the IBE shall be counted toward the Consultant's Good Faith Efforts. This includes:

- (1) Work performed by the IBE's own forces;
- (2) fees or commissions charged by an IBE for providing a Bona Fide Service (as that phrase is defined herein), such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When an IBE subconsultant listed on the *Compliance Plan* subcontracts part of the work of its contract to another IBE Firm, the value of that second-level subcontracted work may be counted toward the targets based on the initial subconsultant's IBE certification. Please see Page 12 for an explanation of how to count the value of second-level subconsultants' work.

(C) A Firm owned by a minority, woman, small, disadvantaged, disabled or veteran business owner may have more than one certification (MBE/WBE/SBE/DBE/DsBE/VBE - dual certified). On a single contract, the value of the work performed by a dual certified subconsultant may only be counted toward one certification (MBE/WBE/SBE/DBE/DsBE or VBE). The Consultant must decide which designation in the *Compliance Plan* for the purpose of meeting the Good Faith Efforts set for that contract. That designation may not be changed for the duration of the contract.

(D) When an IBE performs as a participant in a certified joint venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the IBE performs with its own forces and for which it is at risk shall be counted towards the project targets.

(E) Only expenditures to an IBE consultant that is performing a Commercially Useful Function (as that phrase is defined herein) shall be counted toward the project target. If an IBE subconsultant will perform less than fifty-one percent (51%) of its subcontract, then that IBE should not be listed in **Form C (Disclosure of Subconsultants)**. If the CCD makes an initial determination that an

IBE is not performing a Commercially Useful Function given the type of work involved and normal industry practices, the IBE may present evidence to rebut this presumption.

(F) To be counted toward Good Faith Efforts, the IBEs must be certified prior to the due date to submit the *Compliance Plan* as specified in the Commission's solicitation documents. A Firm that is certified as an MBE/WBE/SBE/DBE/DsBE/VBE at the time that the *Compliance Plan* is filed may cease to be a certified Firm before the contract is completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project targets. Within fifteen (15) days after notification by the Commission of the IBE's ineligibility, the Prime Consultant is required to make every reasonable effort to satisfy the IBE target. The Prime Consultant's efforts to continue to meet the IBE target shall be coordinated with the Commission.

The scopes of work will be considered subcontracting opportunities for IBEs unless it is demonstrated that certified IBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If the Consultant did not meet the Good Faith Efforts, the Consultant must explain in the space provided why IBEs were not used as subconsultants.

Disclosure & Counting of Second-Level Subconsultants (If Applicable)

If a Consultant knows that one (1) or more of its subconsultants will subcontract part of the work of their contracts to second-level subconsultants, then it must identify second-level consultants by the legal name under which they will be registered to do business. If Consultant is not aware of any second-level subconsultants, please write "N/A" in the box labeled "Second-Level Subconsultant Name" on **Form C**.

As discussed above, when an IBE subconsultant subcontracts part of the work of its contract to another IBE Firm, the value of that second-level subcontracted work may be counted toward the targets based on the initial subconsultant's MBE/WBE/SBE/DBE/DsBE/VBE certification. Work that an IBE subcontracts to a non-certified Firm does not count toward the Good Faith Efforts target. Work that an IBE subconsultant contracts to another certified Firm shall not be counted twice towards the target.

Form D: Section IV. IBE Compliance Plan Checklist

Please complete the IBE Compliance Plan Checklist with the information requested.

2.4 Additional Good Faith Efforts Documentation Requirement in TOA Contracts

The Commission recognizes that TOA contracts contemplate the periodic assignment of certain tasks over the life of the contract. When a Prime Consultant submits its *Compliance Plan*, the full scope of tasks the Commission will eventually assign may not be known. For this reason, the type and volume of tasks assigned may result in the Prime Consultant failing to meet the targeted level of IBE participation identified in the Prime Consultant's *Compliance Plan*. In the event that the Prime Consultant fails to meet the targeted level of IBE participation identified in the *Compliance Plan*, the Prime Consultant shall be required to provide Good Faith Efforts documentation (**Forms A through F**) to the Commission, which is fully described in Part 2.2.B above, demonstrating the effort it expended to meet the targeted IBE participation level committed in the *Compliance Plan*. The Prime Consultant shall

submit this documentation with its final invoice and **Close-Out Report** to the CCD (**sub-part 3.2.1**). When determining whether the Prime Consultant's Good Faith Efforts documentation is acceptable, the CCD will review the scope, fee, and schedule of each task order assignment performed by the Prime Consultant to determine the availability of IBE participation.

Task Order Assignments may not always adhere to the original scope of services. The Commission's IBE Program does allow flexibility to retain additional or different IBE sub-consultants, and to modify projected percentages for those sub-consultants to meet or exceed the overall IBE 25% target. To modify/change your sub-consultants and/or their percentages, a re-submittal of forms A and B and a copy of their IBE certification(s) is required by the Contract Compliance Department documenting those changes. Forms A and B should be submitted to the Commission's Project Manager of record prior to the start of the Task Order Assignment.

PART 3: POST-AWARD OBLIGATIONS

3.1 Ongoing Responsibility

3.1.A. Change Order/Additional Work

When additional work is required for any category of work for which an IBE is being utilized, the additional work shall be performed by the existing IBE consultant or another similar IBE consultant qualified to perform the additional work.

The targets on this contract shall also apply to additional work beyond the scope originally required to accomplish the project. The Prime Consultant is required to make Good Faith Efforts to obtain IBE participation for additional work.

Our new paperless-based reporting and recordkeeping for Contract Modification will now be done by a fully-automated and secure online System reporting process called B2GNOW. You can access B2GNOW at www.drjtbcbob2g.com to update contract changes pertaining to the Contract Compliance Program.

3.1.B. Substitution Policy

The IBE commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Changes to the *Compliance Plan*, including additions, deletions, contract changes, or substitutions of subconsultants, suppliers, or manufacturers are permitted only after contract execution and only with prior approval of the Commission. Request for changes to the *Compliance Plan* must be submitted in B2GNOW at www.drjtbcbob2g.com to update contract changes for all levels of subconsultants. The LOIs must be submitted for all additions of subconsultants to the *Compliance Plan* prior to start of work.

3.2 POST-AWARD MONITORING

3.2.A. IBE Liaison Officer

The Prime Consultant must designate an IBE Liaison Officer, who must be a person authorized to make decisions regarding invoices and other contract matters. The IBE Liaison Officer will be responsible to the Commission regarding IBE subconsultant matters.

3.2.B. Required Documentation

After the execution of a contract with the Commission, executed copies of all subcontracts of the respective IBEs participating in the contract must be submitted **within seven (7) business days to the CCD Director:**

Julio Guridy, Director
DRJTBC
Contract Compliance Department
76 Broad Street
Phillipsburg, NJ 08865
(908) 859-6417, ext. 3063 (office)
(267) 790-1083
(908) 859-6458 (facsimile)
jguridy@drjtbc.org

The Prime Consultant must document the work awarded to IBEs, including the type of work and amount of each contract executed with each IBE, and the amount paid to each IBE. The Prime Consultant is responsible for uploading this information in B2GNOW at www.drjtbc.gob2g.com. In the event the actual amount paid to the IBE is less than the amount originally awarded to the IBE, or in an amount less than projected in the Compliance Plan, the Consultant shall provide a written explanation of the difference to the CCD for review.

3.2. C. B2GNOW SYSTEM – PAYMENT VERIFICATION REPORTING

The Prime Consultant upon receiving payment(s) from invoice(s) submitted to the commission shall promptly pay the IBE(s) for work satisfactorily performed under the contract. The payment shall be reported via the B2GNOW system. The Commission will notify appropriate IBEs via B2GNOW (e-mail) that payments has been made as follows:

- A. Prime Consultants will receive monthly reporting notices by email with a link to click and log-in.
- B. The Prime Consultants will enter the payments made to a displayed list of their Subconsultants.
- C. After the Prime Consultants completes his/her reporting, an email notice is then sent to each Subconsultant with an email link to click and log-in.
- D. The Subconsultant will confirm receipt and payment reported by the Prime

3.2. D. LCP TRACKER ELECTRONIC CERTIFIED PAYROLL REPORTING

Prime and Subcontractor Prevailing Wage Reporting Requirements:

Each contractor (IBE and Non-IBE) and every lower-tier subcontractor (IBE and Non-IBE) will be required to submit certified payrolls and labor compliance documentation electronically. Electronic payroll submittals will occur via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the LCPtracker system. Again, **this requirement will be ‘flowed down’ to every lower-tier subcontractor** and vendor required to provide labor compliance documentation for this project.

DRJTBC holds the licensing agreement with LCP Tracker and the use of their system will be **free and be offered at no expense to our contractors and subcontractors.**

Use of the system will involve data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. LCP Tracker’s software can interface with most payroll and accounting software programs that are capable of generating a ‘comma delimited file (.csv).’ If your program does not have this capability, LCP Tracker can likely build an interface to communicate with your accounting software.

LCP TRACKER VIDEO: <http://youtube/wYbBQaKzgJ0>

The Prime Contractor and each of its subcontractors shall maintain Certified Payrolls and basic payroll records for all employees performing work in connection with the contract and shall maintain all such records for a period of three (3) years following acceptance of final payment. The Prime Contractor and its subcontractors shall make the records described in this paragraph available for inspection, copying or transcription by the CCD upon request

3.2.E Kick-Off Meeting

The Commission, the Prime Consultant shall participate in a “Kick-Off Meeting”. The Prime Consultant will be required to submit his/her firm’s contact information along with each of its subconsultants contact information.

The Prime Consultant must designate an IBE Liaison Officer and provide their contact information at the Kick-Off meeting. The IBE Liaison Officer must be a person authorized to submit invoice data into **B2GNOW** Payment Verification System and the **LCPtracker (for CM contracts only)** Certified Payroll Workforce Utilization System.

The Contract Compliance Department (CCD) will have **B2GNOW** and **LCPtracker (for CM contracts only)** training Manuals available at the Kick-Off Meeting.

3.2.F. Access to Information

The Commission shall have the right to make site visits to the Prime Consultant’s place of business and/or job site and obtain documents and information from any consultant, subconsultant, supplier,

manufacturer or contract participant that may be required in order to ascertain Consultant responsibility.

The Prime Consultant and/or any subconsultant whose subcontracts are being counted toward the IBE requirements shall allow the DRJTBC access to records relating to the contract, including, but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the IBEs are performing the scheduled subcontract work.

3.2.G. Records and Reports

The Prime Consultant shall maintain all books and records relating to its IBE commitments for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the Commission.

The Contract Compliance Department (CCD) will have **B2GNOW** and **LCPtracker (For CM contracts only)** Training Manuals available at the Kick-Off Meeting.

3.2.H. Review of Prime Consultant's IBE Involvement Efforts

The Prime Consultant shall monitor the IBEs' performance and report data and payments on IBE participation to the CCD through B2GNOW. In determining achievement of IBE targets, the participation of an IBE subconsultant shall not be counted until the amount being counted toward the target has been paid.

3.2.I. Final Invoice/Project Close-Out Report

At the completion of the project, the Prime Consultant must complete **Close-Out Report** with its final invoice through B2GNOW at www.drjtbc.gob2g.com. If a Prime Consultant awarded a TOA contract has failed to meet the targeted IBE participation level in its *Compliance Plan*, then the Prime Consultant is required to provide Good Faith Efforts documentation (**Forms A through F**) in accordance with **sub-part 2.4**, together with its **Close-Out Report**.

3.3 PROMPT PAYMENT REQUIREMENT

Prime Consultant shall promptly pay IBEs for work satisfactorily performed under the contract. Upon receipt of payment from the Commission the Prime Consultant must deliver **within seven (7) business days** the proportionate share of the payment for the work performed by IBE specified in the contract. In the event that the Prime Consultant has not made such payments, he or she must provide a written explanation satisfactory to the Commission for failure to make such payments. As part of the Commission's ongoing monitoring efforts, the Prime Consultant and all sub consultants shall maintain at the job site payrolls, which may be inspected by the Commission, its representatives, agents, and designees.

The Prime Consultant must deliver within seven (7) business days the proportionate share of the payment for the work performed by IBE specified in the contract.

3.4 REMEDIES & PUBLIC REPORTING

The requirements of this Program, including the successful Consultant's *Compliance Plan*, will be incorporated into the resulting contract with the DRJTBC. As described in the General Conditions to the Contract, the following, among other things, may entitle the DRJTBC to any and all available contractual remedies for breach:

- Providing false or misleading information to the DRJTBC in connection with the submission of a Bid, in responses to Requests for Qualifications or Requests for Proposals, in Good Faith Efforts documentation, in post-award compliance, or in other Program operations;
- Substituting subconsultants without first receiving approval for such substitutions, which may include the addition of an unapproved subconsultant and failure to use a subconsultant listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change form, an approved Change Order, or other approved changes to the Contract

CONTRACT CLOSE-OUT IBE TARGET PUBLIC REPORTING

The Commission will publish, on its publically-available website, the IBE participation results at the completion of its contract for each Prime Consultant firm with whom the Commission does business. The information published will include the Prime Consultant's performance as follows:

- A. Exceeded the 25% Target;**
- B. Met the 25% Target;**
- c. Did not meet the 25% Target.**

APPENDIX

Definitions 18

Forms

(Pre-Award Forms)

- Form A:** IBE Compliance Plan, Consultant Certification & Summary
- Form B:** Letter of Intent
- Form C:** Disclosure of Subconsultants
- Form D:** IBE Compliance Plan Checklist
- Form E:** Letter to Potential Subconsultants
- Form F:** IBE Unavailability Certification - Good Faith Effort

(Post-Award Forms)

- Form G:** Equal Opportunity Obligation Clause

DEFINITIONS

"B2GNOW" – The B2GNOW system is a payment monitoring system designed for Prime Consultant payments and record keeping.

"Bid Opening" - Date all Prime Consultant proposals are opened to determine the low proposal.

"Bona Fide Services" - Means professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract, fees charged for delivery or materials, and supplies required on a job site (but not the cost of the materials and supplies themselves).

"Commercially Useful Function" – Means a function where an IBE is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. The IBE must perform at least fifty-one percent (51%) of its contract/subcontract with its own workforce.

"Construction Contract" - Means any contract to which the Commission is a party involving any construction, renovation, reconstruction, rehabilitation, alteration, conversion, extension, demolition, repair or other changes or improvements of any kind whatsoever of any structure or facility. The term also includes contracts for consultant services, for the supervision, inspection, and other functions incidental to actual construction.

"Consultant"- Means an architect, engineer, construction manager, or other provider of technical and professional services in support of a design or construction.

"Equal Opportunity Clause" - Means the contractual obligation, as stated in this Policy, that all Contracts/Vendors agree to follow and include in any and all contracts entered into with the

Commission.

“Good Faith Efforts” – Means the requirement on Prime Consultant doing business with the Commission to make necessary and reasonable efforts which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain fair representation and inclusion by IBEs to assure equal opportunity in Commission projects.

“IBE” - Means a business enterprise certified by the Commonwealth of Pennsylvania's Department of General Services, Bureau of Minority and Women Business Opportunities (“BMWBO”), the Pennsylvania Unified Certification Program (“PAUCP”), the State of New Jersey Department of Treasury, the New Jersey Unified Certification Program (“NJUCP”), or other certification programs acceptable to the Commission, as being a traditionally disadvantaged enterprise in connection with public contracts. Such business enterprises include, but are not limited to, a Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), Small Business Enterprise (“SBE”), Disadvantaged Business Enterprise (“DBE”), Disabled Business Enterprise (DsBE) or Veteran Business Enterprise (“VBE”).

"Kick-Off Meeting" - Means the initial meeting held with the low Consultant (Prime Consultant), IBE Liaison Officer, and all subconsultants in the project after the award of the contract.

"Manufacturer" - Means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.

“Meaningful and Substantial” - Means a level of participation of IBEs that represents the fair and robust use of such businesses in a competitive marketplace that is unimpeded by discrimination or business practices having a disparate impact on such businesses.

“Prime Consultant” – Means the consultant entering into a contract with the Commission after being determined to have submitted the low proposal.

“Program Participant” – Means contractors, vendors, suppliers, and consultants doing business directly with the Commission that are subject to the Program.

"Regular Dealer" - Means an entity that owns, operates or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A "regular dealer" is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question.

"Subconsultant" - Means a third party that is engaged by a consultant or contractor to perform all or part of the work or to provide supplies, materials or equipment included in a construction-related contract with the Commission.

"Target" - Means the twenty-five percent (25%) level of Identified Business Enterprise participation.

"Task Order Agreement" ("TOA") – Means a contract between the Commission and a Prime Consultant that does not specify a firm quantity of services (other than a minimum or maximum quantity), but provides for the issuance of orders for the performance of tasks during the period of the contract

IBE COMPLIANCE PLANS-CONSULTANT CERTIFICATION & SUMMARY

Section I — Project:	
Project Name	
Contract Number	

Section II — Prime Company Information	
Name of Company	
Address	
City, State, Zip	
Phone	
E-mail/Fax	
Name of Contact Person	
Is prime company IBE certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> If so, identify certification Type:

COMPLIANCE PLAN I

Opt-In – Consultant agrees to meet or exceed the twenty-five percent (25%) Target as documented below (**Project Targets**) and will provide a completed Compliance Plan with its IBE subconsultants (**Forms A and B**) to be included as part of its proposal submittal.

COMPLIANCE PLAN II

Good Faith Efforts Documentation - Consultant will provide a completed Compliance Plan (**Forms A through F**) and list its IBE subconsultant (**Project Targets**) as documented below to be included as part of its proposal submittal.

PROJECT TARGETS – FILL OUT TARGETS for Compliance PLAN I OR PLAN II and for TOA:

MBE		%
WBE		%
SBE		%
DBE		%
DsBE		%
VBE		%

For participation percentages use an EXACT number. **DO NOT USE:** approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language. *Compliance Plans* not complying with these requirements shall be rejected as non-responsive.

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge and belief. I further understand and agree that this Compliance Plan shall become a part of my contract with the Delaware River Joint Toll Bridge Commission.

Name and Title of Authorized Representative

Signature

Date

For CCD Use Only:					
I have reviewed this Compliance Plan and found that the Consultant HAS <input type="checkbox"/> or HAS NOT <input type="checkbox"/> complied.					
Manager _____		Date _____			
Director _____		Date _____			
MBE ____%	WBE ____%	SBE ____%	DBE ____%	DsBE ____%	VBE ____%

(Form B)

LETTER OF INTENT (IBE Firms)

(Duplicate as Needed)

Contract Number: _____ Name of Prime Consultant: _____

Address: _____
Street City State Zip Code

Contact Person: _____ Telephone: (____) _____ E-mail _____

Project Name: _____

Name of Subconsultant/Vendor Co.: _____ Contact Person _____

IBE Type _____ Certifying Agency _____ Proposed Subconsultant Percentage _____ %

Address: _____
Street City State Zip Code

Telephone: (____) _____ Fax: (____) _____ E-mail _____

Description of work to be performed by Subconsultant firm and/or materials to be supplied and anticipated subconsultant start date:

(Leave blank for Task Order Agreements)

The Prime Consultant and the Subconsultant listed above agree that they will enter into a contract for the above terms upon contract award to the Prime Consultant.

Prime Consultant:

Subconsultant/Vendor:

Tax ID# :

Tax ID#:

NAICS/NIGP Code(s):

NAICS/NIGP Code(s):

Legal Name of Firm

Legal Name of Firm

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Section III — Disclosure of Subconsultants

Duplicate As Needed

PLEASE ATTACH COPIES OF ALL IBEs' CERTIFICATIONS

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- *Compliance Plans* not complying with these requirements shall be rejected as non-responsive.
- Fill in names of all Subcontractors.

Prime Consultant Name: _____

Contract Number: _____

Subconsultant Name:	
Address/ City / State / Zip:	
Describe Services:	
Contact Person:	E-mail: _____ Phone #: _____
Percentage Amount of Subcontract	_____ %
IBE Certified? If yes, identify:	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DBE <input type="checkbox"/> DsBE <input type="checkbox"/> VBE <input type="checkbox"/>
If no, reason IBE not used:	
Second-Level Subconsultant Name:	Subcontract Percentage _____ %
Ethnicity/Gender	

Subconsultant Name:	
Address/ City / State / Zip:	
Describe Services:	
Contact Person:	E-mail: _____ Phone #: _____
Percentage Amount of Subcontract	_____ %
IBE Certified? If yes, identify:	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DBE <input type="checkbox"/> DsBE <input type="checkbox"/> VBE <input type="checkbox"/>
If no, reason IBE not used:	
Second-Level Subconsultant Name:	Subcontract Percentage _____ %
Ethnicity/Gender	

Subconsultant Name:	
Address/ City / State / Zip:	
Describe Services:	
Contact Person:	E-mail _____ Phone #: _____
Percentage Amount of Subcontract	_____ %
IBE Certified? If yes, identify:	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DBE <input type="checkbox"/> DsBE <input type="checkbox"/> VBE <input type="checkbox"/>
If no, reason IBE not used:	
Second-Level Subconsultant Name:	Subcontract Percentage _____ %
Ethnicity/Gender	

SECTION IV — IBE COMPLIANCE PLAN CHECKLIST

The IBE *Contract Compliance Plan* must be completed, signed, and submitted by the date specified in the Contract documents. If the targets were not achieved, Consultant’s Good Faith Efforts documentation must be submitted with the IBE *Compliance Plan*. **All questions in Section IV must be completed and submitted with the Contract Compliance Plan if targets are not met.**

1. Were written notices sent to all IBEs in the local business area at least seven (7) business days prior to the submission of this *Compliance Plan*?

Yes No

2. Were two (2) separate methods used to contact all IBEs at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two (2) methods used to contact IBEs. (i.e., facsimile, e-mail, mail, and/or telephone)

Yes No

List Methods: _____

3. Were steps taken to follow up with interested IBEs? Yes No

4. Were advertisements placed with a local publication? (i.e., newspaper, minority or women organizations, or electronic/social media)?

Yes No

List Methods: _____

5. Were written notices sent to Minority, Women, Small, Disadvantaged, Disabled, or Veteran organizations? Yes No

6. Were additional elements of work identified to achieve the targets?

Yes No

If yes, please explain: _____

SECTION IV — IBE COMPLIANCE PLAN CHECKLIST (CONTINUED)

7. Was Contract Compliance Department contacted for assistance? Yes No

If yes, complete following:

Contact Person(s): _____

Date(s) of Contact: _____

Summary of Request(s): _____

8. Were Minority, Women, Small, Disadvantaged, Disabled, or Veteran organizations contacted for assistance?

Yes No

If yes, complete following:

Organization(s): _____

Date(s) of Contact: _____

Summary of Request(s): _____

9. Is the following documentation attached to support Good Faith Efforts requirements to achieve targets? (*Documentation is not limited to this list.*)

Yes No Copy of written solicitation sent to IBEs.

Yes No Two (2) separate methods of notices sent to IBEs in the local business area (facsimile transmittals, e-mails, and/or telephone log(s)).

Yes No Copy of advertisements.

Yes No Copy of notices sent to Minority, Women, Small, Disadvantaged, Disabled, and/or Veteran organizations.

Yes No Documentation that demonstrates efforts made to reach agreements with the IBEs who responded to Consultant’s written notice (i.e., copy of bids/proposals, spreadsheet breakdown of IBEs considered follow-up e-mails/telephone logs, and/or correspondence between Consultant and interested IBEs).

LETTER TO POTENTIAL SUBCONSULTANTS (Form E)

_____ is soliciting Minority, Women, Small, Disadvantaged, Disabled, and Veteran-Owned Business Enterprise participation for the following Delaware River Joint Toll Bridge Commission project. Plans are available at the Trenton-Morrisville engineering area plan rooms, our office, and the locations listed in the Invitation for Proposals.

Name of Project: _____

Contract Number: _____

Location of Pre-Proposal Conference (if any) _____

Proposal Date and Time: _____

This Project Includes the Following Scopes of Service:

ARCHITECTURAL PROFESSIONAL SERVICES

- ___ 90602 ACOUSTIC:NOISE ABATEMENT
- ___ 90607 ARCHITECT SERVICES, PROFESSIONAL
- ___ 91891 ROOFING CONSULTING SERVICES
- ___ 90612 BUILDING SANITATION
- ___ 92531 ELECTRICAL
- ___ 92567 MECHANICAL
- ___ 90625 DRAFTING SERVICES, PROFESSIONAL
- ___ 90630 FIRE PROTECTION
- ___ 90640 GRAPHIC DESIGN
- ___ 90646 HIGHWAY; STREETS;AIRPORT PAY-PARKING LOTS

- ___ **90652 INTERIOR DESIGN, SPACE PLANNING & EXHIB/DISPLACE**

- ___ 90654 IRRIGATION; DRAINAGE; FLOOD CONTROL
- ___ 90656 LANDSCAPE ARCHITECTURE
- ___ 90682 SOLID WASTES; DISPOSAL SYSTEMS
- ___ 90694 WATER & WASTEWATER TREATMENT

MISCELLANEOUS PROFESSIONAL SERVICES

- ___ 90664 PLANNING, URBAN (COMMUNITY, REGIONAL, AREAWIDE, AND STATE)

- ___ 91898 URBAN PLANNING

- ___ 92561 LAND DEVELOPMENT AND PLANNING

- ___ 90666 PLANNING, SITE: (INSTALLATION & PROJECT)

- ___ 96109 BUILDING PERMITS SERVICES

- ___ 96121 COST ESTIMATING SERVICES
- ___ 9126864 SCHEDULING
- ___ 96123 HYDROLOGICAL SERVICES
- ___ 96148 LAB AND FIELD TESTING SERVICES
- ___ 96169 TESTING AND MONITORING SERVICES
AIR, GAS AND WATER
- ___ 96222 CHEMICAL LABORATORY SERVICES

- ___ 9614810 LAB ANALYSIS & TESTING OF ASBESTOS
ABATEMENT SAMPLES

- ___ 9614850 LAB SERVICES FOR HAZARDOUS WASTE
AND ENVIRONMENTAL POLLUTANTS
ANALYSIS

- ___ 96847 INSPECTION SERVICES - CONSTRUCTION
- ___ 96877 SURVEYING
- ___ 92018 COMPUTER AIDED DESIGN SERVICES
- ___ 90620 COMMUNICATIONS SYSTEMS:TV:MICRO:
TELEPHONE
- ___ 92518 COMMUNICATIONS
- ___ 96178 TRAVEL AGENCY SERVICES
- ___ 96214 BLUE PRINTING SERVICES

- ___ 96618 COPYING SERVICES
- ___ 96224 COURIER/DELIVERY SERVICES
- ___ 9613074 TEMP. SERVICES, PERSONNEL

ENGINEERING PROFESSIONAL SERVICES

- ___ 92517 CIVIL
- ___ 92519 CONCRETE
- ___ 92523 DAM
- ___ 92528 DRAINAGE
- ___ 92531 ELECTRICAL
- ___ 92532 ELECTRONIC
- ___ 92535 ENVIRONMENTAL
- ___ 96132 ENVIRONMENTAL IMPACT STUDIES
- ___ 91843 ENVIRONMENTAL CONSULTING
- ___ 92542 FOUNDATION
- ___ 92546 GEOTECHNICAL-SOILS
- ___ 92553 INDUSTRIAL
- ___ 92557 INSTRUMENTATION
- ___ 92567 MECHANICAL
- ___ 92577 POLLUTION CONTROL
- ___ 92588 STRUCTURAL
- ___ 92590 MATERIALS TESTING

IBE UNAVAILABILITY CERTIFICATION - GOOD FAITH EFFORT

Contract Number: _____

Project Title: _____

Name: _____ Title: _____

of _____
(Prime Consultant)

Certify that, on _____, I contacted the below named IBE to obtain a
(Date)
Bid/Proposal for work items to be performed on the Project named above.

IBE: _____
(Firm Name, Telephone and E-mail)

Type of Work Requested to be performed: _____

To the best of my knowledge and belief, said IBE was unavailable for work on this project, *exclusive of unavailability due to lack of agreement on price*, and was unable to prepare a proposal for the following reason(s):

Signature of Prime Consultant Date

The above statement is a true and accurate account of why I did not submit a proposal on this project. (Below is to be signed by IBE firm only)

Signature of IBE Firm Date Name of IBE Firm

Print Name Address

Print Title

**DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION (FORM G)
EQUAL OPPORTUNITY OBLIGATION CLAUSE**

During the performance of this contract, [Prime Consultant – fill in name] agrees as follows:

a) [Prime Consultant] will not discriminate against any worker or applicant for work because of race, color, religion, gender, national origin, ancestry, age, marital or veteran status, medical condition, disability, sexual orientation, citizenship, or any other classification protected by law. **[Prime Consultant]** will take positive steps to ensure that workers are treated during employment, without regard to their race, color, religion, gender, national origin, ancestry, age, marital or veteran status, medical condition, disability, sexual orientation, citizenship, or any other classification protected by law. Such steps shall be taken in connection with all terms and conditions of employment, including, but not be limited to, the following: employment, promotion, demotion, suspension or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **[Prime Consultant]** agrees to post in conspicuous places, available to workers and applicants for work, notices to be provided setting forth the provisions of this Equal Opportunity Clause;

b) [Prime Consultant] will endeavor to maintain a work site free of harassment or intimidation on the basis of race, color, religion, gender, national origin, ancestry, age, marital or veteran status, medical condition, disability, sexual orientation, citizenship, or any other classification protected by law. **[Prime Consultant]** shall take immediate corrective action against any employee or worker who engages in any conduct that violates this Equal Opportunity Clause. **[Prime Consultant]** shall maintain a process for reporting harassment or intimidation and for the expeditious resolution of worker grievances related to such harassment or intimidation.

c) [Prime Consultant] will furnish all information and reports required by the Commission, and will permit access to [Prime Contractor]'s books, records, and accounts by the Commission for purposes of investigation to ascertain compliance with this Policy and the Commission's rules, regulations, and orders.

d) [Prime Consultant] agrees to include the provisions of subparagraphs (a)-(c) of this Equal Opportunity Clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.

Name: _____

Firm Name: _____

Title: _____

Date: _____