

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Acting Commissioner
Dennis J. Martin, Interim Executive Director

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

April 5, 2016

To Whom It May Concern:

The New Jersey Transit Corporation (NJ TRANSIT) is issuing this Request for Proposal (RFP) to obtain proposals from qualified Consulting firms to provide Rail, Track and Station Engineering & Construction Assistance Services for the Long Slip Fill and Enhancement Project.

NJ TRANSIT is requesting proposals from firms with the intention of negotiating a contract with the organization(s) whose qualifications and proposal is in the the best interest and offers the best value to NJ TRANSIT. Background information, project description, instructions for the proposers and evaluation criteria are included in the enclosed material. **Any exceptions to the enclosed documents must be submitted in writing no later than 4:00 p.m., Tuesday, April 26, 2016. Exceptions to the contract terms and conditions received after the time stated may not be entertained.**

NJ TRANSIT reserves the right to reject any and all proposal(s). Contract award is subject to Consultant agreement to NJ TRANSIT terms and conditions set forth in this RFP.

NJ TRANSIT requires the full cooperation of Consultants in meeting the corporation's commitments and goals with regard to utilizing the services of Disadvantaged Business Enterprises (DBE). NJ TRANSIT encourages Consultant firms to subcontract with DBE firms to work on this project. A Race Conscious twenty-three percent (23%) DBE goal has been assigned to this project.

A Preproposal Conference has been scheduled for Tuesday, April 19, 2016 at 2:00 p.m., at NJ TRANSIT Headquarters in 5th Floor Conference Room located at One Penn Plaza East, Newark, New Jersey for the purpose of answering questions and providing directives and clarification. All interested firms are urged to attend.

A Technical Evaluation Committee (TEC) comprised of NJ TRANSIT staff has been appointed to review the proposals and recommend the Consultant based on the evaluation criteria described herein. Upon completion of the TEC's technical evaluation of the proposals, oral presentations will be requested from those firms whose technical proposal falls within the competitive range. The Procurement Department will contact all respondents regarding their status at the completion of the evaluation process.

Your technical proposal should consist of one (1) original and seven (7) copies, sealed and labeled as such must be submitted on or before Tuesday, May 17, 2016 at 2:00 p.m. and addressed as follows:

NJ TRANSIT
Procurement Department, 6th Floor
One Penn Plaza East
Newark, New Jersey 07105-2246
Attn: Bid Room
Re: RFP NO. 16-006

Firms will be fully responsible for the delivery of their proposals. Reliance upon the U.S. Mail or other carriers is at proposer's risk. Late submissions may not be considered.

All questions concerning this project must be directed to the above address with the appropriate RFP number clearly referenced on the envelope and correspondence, and directed to the attention of the Bid Desk. **Questions must be in writing and received by NJ TRANSIT no later than 4:00 p.m., Tuesday, April 26, 2016. Requests for information may be faxed to the attention of the undersigned at (973) 232-4829 or forwarded by email in a non-scanned electronic format to Taishida Chapman at tchapman@njtransit.com.**

Questions regarding the DBE goal and requirements ONLY should be directed to Ms. Jacquelin Rush-Gilbert of NJ TRANSIT's Office of Business Development at 973-491-8061.

Consultants are required to register with the Department of Treasury, Division of Revenue prior to conducting business with NJ TRANSIT.

All bids, proposals, contracts, laws and related documentation will be subject to the financial assistance contract between the project sponsor and the U.S. Department of Transportation, under the Federal Transit Act of 1964, as amended, based upon availability of funds.

NJ TRANSIT reserves the right to cancel the award of any contract before execution if NJ TRANSIT deems such cancellation to be in its best interest. In no event will NJ TRANSIT have any liability for the cancellation of such award. The Consultant assumes sole risk and responsibility for expenses prior to execution of contract.

This letter should not be interpreted as an award of a contract nor as a commitment to reimburse for any cost incurred in the preparation of a proposal. We look forward to receiving and reviewing your proposal.

Sincerely,



Taishida S. Chapman
Principal Contract Specialist
Procurement Department

NEW JERSEY TRANSIT CORPORATION

REQUEST FOR PROPOSAL (RFP) NO. 16-006

**RAIL, TRACK AND STATION ENGINEERING & CONSTRUCTION
ASSISTANCE SERVICES**

FOR THE LONG SLIP FILL AND ENHANCEMENT PROJECT



April 20, 2016

ADDENDUM NO. 1

**Re: NJ TRANSIT Request for Proposal (RFP) No. 16-006
Long Slip Fill and Rail Enhancement Project
Rail, Track and Station Engineering & Construction Assistance Services**

To Whom It May Concern:

Proposers are hereby advised of the following additions and/or clarifications to the above referenced project:

I. GENERAL PROJECT INFORMATION

1. RFP Title Correction

The correct title for RFP No. 16-006 is "Long Slip Fill and Rail Enhancement Project". Firms are requested to use the correct title on all requests for information and document submittals related to RFP No. 16-006.

2. RFP Section V – Proposal Requirements

Replace the 4th paragraph of Section V on page 46 with the following:

Proposals shall be considered valid for the period of time it takes to negotiate an agreement and execute a contract with the successful firm. Said period of time is not expected to exceed six (6) months from the date of proposal receipt. A duly authorized official of the firm or joint venture must sign such proposals.

3. Pre-Proposal Conference

The sign-in sheets and business cards received from the Pre-Proposal Conference held on Tuesday, April 19, 2016, are attached. (Attachment A)

4. Pre-Proposal Conference Agenda

The Agenda from the Pre-Proposal Conference held on Tuesday, April 19, 2016 is attached. (Attachment B)

5. Presentation Figures

The Presentation Figures from the Pre-Proposal Conference held on Tuesday, April 19, 2016 are attached. (Attachment C)

II. QUESTIONS

The firm shall examine carefully the Proposal package and conditions affecting the work. By submitting a proposal, the firm acknowledges that it has carefully examined the proposal package and satisfied itself as to the conditions affecting the work. NJ TRANSIT assumes no responsibility for any conclusions or interpretations made by the firm on the basis of the information made available by NJ TRANSIT.

To be given consideration, all such inquiries must adhere to the following:

- a. Be received in writing no later than 4:00 pm, Tuesday, April 26, 2016.
- b. Reference contract name and number, section and page number
- c. Requests for information may be faxed to (973) 232-4829 or emailed in a non-scanned electronic format to Taishida Chapman at tchapman@njtransit.com.

Any response that NJ TRANSIT may choose to make will be by a written Addendum to the RFP and sent to all listed holders of the Proposal Package. NJ TRANSIT will respond to all questions that it received in next the Addendum.

FOR PROSPECTIVE PROPOSERS ONLY

Firms are required to acknowledge receipt of all addenda by signing the "Acknowledgement of Receipt of Addenda" form. This form (Exhibit 5) shall be included as part of the proposal. Failure to acknowledge receipt of all addenda may render proposals nonresponsive.

Sincerely,



Taishida S. Chapman
Principal Contract Specialist

**NJ TRANSIT RFP No. 16-006
Addendum No. 1**

Attachment B

Pre-Proposal Conference Sign-In Sheet and Business Cards

**LONG SLIP FILL & RAIL ENHANCEMENT PROJECT
(RAIL, TRACK AND STATION ENGINEERING & CONSTRUCTION ASSISTANCE SERVICES)**

PRE-PROPOSAL CONFERENCE ATTENDANCE

REPRESENTATIVE NAME	COMPANY NAME / ADDRESS / E-MAIL	TELEPHONE NO. / FAX	DBE FIRM (✓)
Jack Kanarek	Company Name / Address: Dewberry 200 Broadacres Drive, Suite 410 Branchfield, NJ 07003 e-mail: [REDACTED]	[REDACTED]	
Joel Minch	Company Name / Address: SYSTRA / 150 CLOVE RD LITTLE FALLS, NJ e-mail: [REDACTED]		
Bill Brooks	Company Name / Address: STV Newark, NJ e-mail: [REDACTED]		
ATLY BOTAS	Company Name / Address: AMERCOM CORPORATION 1259 ROUTE 46 EAST, BLDG #2 PARSIPPANY, NJ 07654 e-mail: [REDACTED]		✓ DBE
NANCY VOLTURA	Company Name / Address: KKCS CONSULTING 800 S. FIGUEROA ST. LOS ANGELES, CA e-mail: [REDACTED]		✓ DBE
ZAFAR IQBAL	Company Name / Address: SIMCO ENGINEERING 80 MAIDEN LANE SUITE 501 NEW YORK, NY 10038 e-mail: [REDACTED]		DBE

LONG SLIP FILL & RAIL ENHANCEMENT PROJECT
(RAIL, TRACK AND STATION ENGINEERING & CONSTRUCTION ASSISTANCE SERVICES)

PRE-PROPOSAL CONFERENCE ATTENDANCE

REPRESENTATIVE NAME	COMPANY NAME / ADDRESS / E-MAIL	TELEPHONE NO. / FAX	DBE FIRM (✓)
JOHN GAONA	Company Name / Address: GTS CONSULTANTS, INC. (DBE) e-mail: [REDACTED]	[REDACTED]	✓
JAYANTA DUTTA	Company Name / Address: JCMS, Inc. e-mail: [REDACTED]	[REDACTED]	✓
GENE LITTLE	Company Name / Address: KS ENGINEERS, PC NEWARK. e-mail: [REDACTED]	[REDACTED]	
MICHAEL MORGAN	Company Name / Address: GANNETT FLEMING LEGAL CTR 11 CROSWOOD RD NEW e-mail: [REDACTED]	[REDACTED]	
CLAY PAYLE	Company Name / Address: BURNS ENGINEERING 2001 MARKET ST. PHILA PA 19103 e-mail: [REDACTED]	[REDACTED]	
ARIF MALICK	Company Name / Address: Malick & Scherer, PC 53 Frontage Road, Suite 260 Hampton, VT 05827 e-mail: [REDACTED]	[REDACTED]	✓
Leslie Mesnick	The Calladium Group 808 Union St 3rd floor Page 2 of 4 Brooklyn NY 11245 leslie@calla	[REDACTED]	✓

**LONG SLIP FILL & RAIL ENHANCEMENT PROJECT
(RAIL, TRACK AND STATION ENGINEERING & CONSTRUCTION ASSISTANCE SERVICES)**

PRE-PROPOSAL CONFERENCE ATTENDANCE

REPRESENTATIVE NAME	COMPANY NAME / ADDRESS / E-MAIL	TELEPHONE NO. / FAX	DBE FIRM (✓)
Oscar Sandoval	Company Name / Address: GTS Consultants 2 Monmouth Avenue, Unit A1 Freehold, NJ 07728 e-mail: [REDACTED]	[REDACTED]	
DBE Mark Rollo	Company Name / Address: JH Engineering 3700 Route 27 Princeton NJ 08540 e-mail: [REDACTED]	[REDACTED]	✓
	Company Name / Address: JOSEPH MESSINA NAIK CONSULTANTS 253 W 35 TH ST. e-mail: [REDACTED]	[REDACTED]	M.B.E
Quantus Breathwhite	Company Name / Address: Techno 14 Park Plaza, Suite 1000, NJ 07102 e-mail: [REDACTED]	[REDACTED]	✓
	Company Name / Address: e-mail: [REDACTED]	Telephone No: fax:	
	Company Name / Address: e-mail: [REDACTED]	Telephone No: fax:	

**LONG SLIP FILL & RAIL ENHANCEMENT PROJECT
(RAIL, TRACK AND STATION ENGINEERING & CONSTRUCTION ASSISTANCE SERVICES)**

PRE-PROPOSAL CONFERENCE ATTENDANCE

REPRESENTATIVE NAME	COMPANY NAME / ADDRESS / E-MAIL	TELEPHONE NO. / FAX	DBE FIRM (M)
Taishida Chapman	Company Name / Address: NJT e-mail: [REDACTED]	[REDACTED]	
Lenora A. Isaac	Company Name / Address: NJT e-mail: [REDACTED]		
NICHOLAS VALENTE	Company Name / Address: NJT e-mail: [REDACTED]		
Dorquela Rush-Gilbert	Company Name / Address: NJT e-mail: [REDACTED]		
	Company Name / Address: e-mail:	telephone no: fax:	
	Company Name / Address: e-mail:	Telephone No: fax:	

**NJ TRANSIT RFP No. 16-006
Addendum No. 1**

Attachment B

Pre-Proposal Agenda

REQUEST FOR PROPOSAL (RFP) NO. 16-006

**LONG SLIP FILL AND RAIL ENHANCEMENT PROJECT
(Rail, Track and Station Engineering & Construction Assistance Services)**

PRE-PROPOSAL CONFERENCE AGENDA

Tuesday, April 19, 2016 @ 2:00 p.m.

Agenda

- I. Introduction
- II. Proposal Process & Requirements
- III. DBE Goal and Requirements
- IV. Project Overview/Technical Requirements
- V. Questions and Answer Period

Panelist

Taishida Chapman	Principal Contract Specialist
Nick Valente	Program Manager
Lenora Isaac	Program Manager
Jacquelin Rush-Gilbert	Senior Business Development Specialist

I. Introduction (Taishida Chapman)

Attendance List

Project Schedule:

Solicit Proposals	April 5, 2016
Pre-Proposal Conference	April 19, 2016
Requests for Information Due	April 26, 2016
Proposal Due Date	May 17, 2016
Oral Presentations	Week of June 13, 2016
Selection of Firm	Week of June 27, 2016
Begin Negotiations	Week of July 11, 2016
Board Approval	November 2016
Notice to Proceed (NTP)	December 2016

II. Proposal Requirements and Process (Taishida Chapman)

Communications: Communications regarding this Request for Proposal are to be conducted through NJ TRANSIT's Procurement Department. All other contacts are considered improper

and are prohibited. Violation of this prohibition may cause for removal of a proposer from consideration for award of this contract.

Proposers are also advised that any discussions held regarding this meeting are considered informal and are not binding. The only means for modifying the RFP is through a formal written Addendum. Therefore, any inquiries or requests for clarification must be submitted in writing. Inquiries and requests for clarification may be faxed to (973) 232-4829 or e-mailed to tchapman@njtransit.com. Any response NJ TRANSIT elects to make will be made by a written Addendum to the RFP.

**Questions/
Clarifications:**

All questions and requests for clarifications must be received by NJ TRANSIT Procurement Department in writing, by 4:00 p.m. on **Tuesday, April 26, 2016**. Requests can be e-mailed to tchapman@njtransit.com.

All responses to written questions received by NJ TRANSIT will be issued in a written Addendum to the RFP and sent to all listed holders of the Request for Proposal Package.

**Proposal
Submission:**

Technical Proposal

Technical proposals are to be submitted in sealed envelopes.

One (1) original and seven (7) copies of the proposals are to be delivered on or before **2:00p.m. on Tuesday, May 17, 2016** to the address in the RFP cover letter.

Proposals are to be prepared in letter format on 8-1/2" x 11" paper, bound on the long side. All pages are to be sequentially numbered sheets. A minimum number of 11"x17" fold-out sheets are acceptable.

Proposals shall be considered valid for the period of time it takes to negotiate an agreement and execute a contract with the successful firm. The said period of time will not exceed six (6) months.

The format for the Technical Proposal shall be as shown in the outline on RFP Section V and Attachment E.

PROPOSERS ARE REQUIRED TO PROVIDE ONE (1) ORIGINAL COPY OF THE FOLLOWING IN A SEPARATE SEALED ENVELOPE WITH THE TECHNICAL PROPOSAL SUBMITTAL.

CONSULTANT CERTIFICATIONS: The Technical Proposal shall also include the certifications and affidavits required under this solicitation (e.g., Acknowledgment of Receipt of Addenda; Statement of Joint Venture (if applicable), Non-Collusion Affidavit, Contractors Certification of Eligibility, Affidavit of Compliance, Certification of Grants, Loans & Cooperative Agreements, Business Registration Certificate, Ownership Disclosure, Source Disclosure, PL 2005, Chapter 271 Certification and Disclosure Form, and Disclosure of Investment Activities in Iran).

CONTRACT REVIEW: The Consultant shall review NJ TRANSIT's Professional Services Agreement (Exhibit 1) and identify and submit to NJ TRANSIT with its Technical Proposal any proposed modifications to the Agreement. **All exceptions, clarifications, and modifications must be specifically identified and explained in a clearly identified section of the Consultant's technical proposal. Consultant's standard terms and conditions will not be considered as an exception, clarification, or modification. Exceptions, clarifications or modifications to NJ TRANSIT's Professional Services Agreement that are not provided with the Technical Proposal will not be entertained.**

Cost Proposal

Cost Proposals will be requested only from the highest technically qualified firm.

Cost Proposals (one (1) original and three (3) copies) are to be submitted in accordance with the requirements set forth in the RFP. The firm will have seven (7) days to submit their Cost Proposal. If firms cannot provide cost proposals within seven (7) working days of request, NJ TRANSIT reserves the right to begin negotiations with the next highest ranked proposers.

**Proposal
Evaluation:**

Each individual on the TEC will review and evaluate the written technical proposals based on the quality and substance of the

submitted proposal. Written technical proposals will be evaluated against the criteria enumerated in Attachment E.

The written technical proposal evaluations will be used by NJ TRANSIT to determine the competitive range. Firms may be asked to be prepared for specific situational questions prior to or at the oral presentation.

Oral Presentations will be requested from at least three (3) qualified firms within the "competitive range", except NJ TRANSIT may select fewer professional firms if fewer such firms responded to the solicitation or meet the qualifications for the project.

Oral Presentations will provide an opportunity for the firm/team to clarify or elaborate on its written technical proposal. The TEC will use the Oral Presentations to confirm and/or reassess its understanding of the written technical proposals, and incorporate that information into its evaluation by revising the written technical evaluation scores accordingly.

NJ TRANSIT reserves the right to assess and reassess its understanding of proposals and revise the rating and ranking of such proposals at any time prior to selection.

Reference checks will be performed for all consultant teams deemed within the competitive range and the results furnished to the TEC. References will not be scored; however, they will be checked and used in the overall evaluation of proposals. Reference information is provided in Attachment E.

Negotiations:

NJ TRANSIT will enter into negotiations with the highest technically qualified firm to reach an agreement on scope of services and fees. If in the opinion of NJ TRANSIT a satisfactory proposal cannot be negotiated with a selected firm, NJ TRANSIT will formally end negotiations and initiate negotiations with the next most technically qualified firm.

This negotiation procedure will be followed until a satisfactory proposal is negotiated. NJ TRANSIT considers all elements of the Consultant's proposal subject to negotiation.

All proposed expenses will be evaluated to determine their reasonableness and whether they are allowable and allocable. The Federal Transit Administration Cost Standards (Federal Acquisition Regulations Part 31; FAC 84-16, 17, 19) will be used

as the guideline in determining the reasonableness of consultant costs.

**Approval &
Award:**

Once negotiations have been completed, a recommendation for award of the Contract to the Proposer, whose proposal conforming to the RFP, is in the best interest and offers the best value to NJ TRANSIT will be made for approval by NJ TRANSIT's Board of Directors. Upon approval of the recommendation for award of a Contract, NJ TRANSIT will enter into a cost plus fixed fee contract found in Exhibit 1.

Within ten (10) working days of Receipt of Notice of Award, the successful Proposer shall properly execute two (2) copies of the Contract and deliver to NJ TRANSIT both signed copies of the Contract, the specified insurance certificates and any other document as may be specified in the Contract. NJ TRANSIT will execute both copies of the contract and will return one (1) executed copy to the firm.

**Insurance
Requirements:**

The successful Consultant and its Subconsultant(s) are required to submit evidence of insurance coverage of the types in the amounts specified in the RFP Exhibit 1, Article 12- Insurance Requirements).

Other:

This project is subject to the provisions of the Division of Revenue Business Registration Certification Act (N.J.S.A. 52:32-44). Consultants and Subconsultants are required to obtain a Business Registration Certificate (BRC) from the State of New Jersey, Department of Treasury, Division of Revenue prior to the time a contract is awarded or authorized by NJ TRANSIT.

The successful proposer will be required to comply with the requirements of P.L. 1975, c.127 (N.J.S.A. 10:5-31) and N.J.A.C. 17:27 regarding Equal Employment Opportunity Laws and Regulations.

III. DBE Goal and Requirements (Jacquelin Rush-Gilbert)

As an aid in meeting the commitment of its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a **Race Conscious 23% DBE goal** on the gross sum amount of the bid or contract for DBE subcontracting participation. All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this contract.

The Consultant shall refer to the DBE Requirements for Federally Funded Procurement Activities (Exhibit 4) included in the RFP for the requirements concerning the DBE obligations and mandatory submissions for this contract. In accordance with those requirements, the Consultant shall identify all DBE and Non-DBE subconsultants and suppliers proposed to participate in and solicited for this contract, and complete and submit the mandatory required forms (A, A1, A2) and any applicable supplemental forms (AA, AA1, AA2) with their proposal or within seven (7) calendar days of the proposal due date. Consultants are strongly encouraged to submit these forms with the proposal to prevent delay of award. Consultants utilizing DBE firms and/or suppliers to participate in this contract shall also submit the mandatory Forms B and BB if applicable and a NJUCP DBE certification letter for each DBE firm/supplier in accordance with the same time frame indicated above. All forms shall be completed entirely with no blank fields.

Any questions regarding the DBE requirements or the mandatory required forms for this contract should be directed to Ms. Jacquelin Rush-Gilbert, Senior Business Development Specialist at 973-491-8061 or jrush-gilbert@njtransit.com.

IV. Project Overview/Technical Requirements (Nick Valente)

For detailed project information refer to the following:

- RFP Section II – Project Background and Description
- RFP Section III – Scope of Services – General
- RFP Section IV – Scope of Services – Detailed Description of Tasks
- RFP Attachments A, B, F, G and H

V. Questions and Answer Period (Panelists/Attendees)

Proposers are also advised that any discussions held regarding this meeting are considered informal and are not binding. The only means for modifying the RFP is through a formal written Addendum. Therefore, any inquiries or requests for clarification must be submitted in writing. Inquiries and requests for clarification may be faxed to (973) 232-4829 or e-mailed to tchapman@njtransit.com.

Any response NJ TRANSIT elects to make will be made by a written Addendum to the RFP and sent to all listed holders of the Request for Proposal Package.

**NJ TRANSIT RFP No. 16-006
Addendum No. 1**

Attachment C

Pre-Proposal Presentation Figures

May 10, 2016

ADDENDUM NO. 2

**Re: NJ TRANSIT Request for Proposal (RFP) No. 16-006
Long Slip Fill and Rail Enhancement Project
Rail, Track and Station Engineering & Construction Assistance Services**

To Whom It May Concern:

Proposers are hereby advised of the following additions and/or clarifications to the above referenced project:

I. GENERAL PROJECT INFORMATION

1. RFP Attachment A – Design Schedule

RFP Attachment A entitled "Design Schedule" has been revised and attached hereto. Replace RFP Attachment A – Design Schedule with the attached. (Addendum No. 2 - Attachment A)

II. QUESTIONS

1. Exhibit 1 – NJ Transit's Professional Service Agreement, Page 10, Paragraph 12 – Insurance

This paragraph states that "The Consultant agrees to carry and shall require its assignees and subconsultants, if any, to carry professional liability insurance of the type necessary to protect the Consultant from professional liability arising out of the negligent acts, errors or omissions of the Consultant in connection with the performance of the Consultant's services pursuant to this Agreement. Said insurance shall be in an amount not less than \$5,000,000 for any one claim and annual aggregate with a deductible not to exceed \$50,000 for any one claim, unless approved otherwise by NJ TRANSIT."

Please confirm that the professional liability insurance coverage of not less than \$5,000,000 is also required for any of our subconsultants; and if this is the case, would NJ TRANSIT consider a reduction or waiver of that level of coverage?

NJ TRANSIT Response: NJ TRANSIT would consider a reduction or waiver of the \$5M coverage for the subconsultants if 1.) The Consultant covers the subconsultants with their own policy and/or 2.) based on the scope of activity the

subconsultants will be engaged in, NJ TRANSIT can review each request individually and determine what amount, if any, is appropriate.

2. Page 52, Cost Proposal Format, DBE Forms & Affidavits

This section states that that “The Cost Proposal shall also include the required DBE forms and affidavits. Please confirm that the DBE Forms & Affidavits are required only with the Cost Proposal (which is not required at this time), and not with the Technical Proposal submission.

NJ TRANSIT Response: Confirmed, the DBE Forms and Affidavits are required only with the Cost Proposal.

3. RFP Transmittal Letter and Page 49, V – Proposal Requirements, bottom of page

The second paragraph of the transmittal letter states: “Any exceptions to the enclosed documents must be submitted in writing no later than 4:00 p.m., Tuesday, April 26, 2016. Exceptions to the contract terms and conditions received after the time stated may not be entertained.”

The Proposal Requirements section, bottom of page 49, states that “The Consultant shall review NJ TRANSIT’s Professional Services Agreement (Exhibit 1) and identify and submit to NJ TRANSIT with its Technical Proposal any proposed modifications to the Agreement... Exceptions, clarifications, or modifications to NJ TRANSIT’s Professional Services Agreement that are not provided with the Technical Proposal will not be entertained.”

We are assuming that NJ TRANSIT’s intent is for the Consultant to submit the exceptions at the time of the Technical Proposal submission, under separate cover.

NJ TRANSIT Response: Contract Exceptions are to be submitted at the time of Technical Proposal submission in a separate sealed envelope.

4. Will the Consultant be required to provide SHPO/Section 106 support, i.e. document preparation, as part of the scope of services?

NJ TRANSIT Response: The Section 106 historic preservation reporting and review process has been completed by NJ TRANSIT. There is a compliance and mitigation issue to preserve two to three of the railroad bumpers at the very west end of the yard in the vicinity of the proposed bridge crossing. These items will need to be addressed in the design and noted for protection in the bid documents and should be the extent of SHPO/106 compliance under the scope of work. Additionally, NJ TRANSIT will forward interim design documents at the 30, 60 90 and 100% stages to the NJDEP Office of Historic Preservation (SHPO) for review to have an ongoing consultation regarding design details as the finishing treatment of the concrete abutment, if any, in order to support our efforts to maintain the conditional no adverse effect determination.

5. The RFP requires all prime consultant and their sub consultants to carry professional liability insurance coverage in the amount of \$5,000,000 for any one claim and annual

aggregate. This proposed limit of \$5,000,000 for professional liability insurance seems excessive for small firms including DBEs. In many instances such a high limit of professional liability coverage is not just cost prohibitive for SBE/DBE but in most instances not available (to small firms) due to their limited annual gross sales. Would NJ Transit allow the DBEs to cover this additional requirement using their umbrella coverage which they typically carry for limits up to \$5,000,000.

NJ TRANSIT Response: Yes, NJ TRANSIT may allow the DBEs to cover this additional requirement using their umbrella coverage.

FOR PROSPECTIVE PROPOSERS ONLY

Firms are required to acknowledge receipt of all addenda by signing the "Acknowledgement of Receipt of Addenda" form. This form (Exhibit 5) shall be included as part of the proposal. Failure to acknowledge receipt of all addenda may render proposals nonresponsive.

Sincerely,

A handwritten signature in blue ink that reads "Taishida Chapman". The signature is written in a cursive style and is positioned above the printed name and title.

Taishida S. Chapman
Principal Contract Specialist

**NJ TRANSIT RFP No. 16-006
Addendum No. 2**

Attachment A

Design Schedule

REQUEST FOR PROPOSAL NO. 16-006
**RAIL, TRACK AND STATION ENGINEERING &
CONSTRUCTION ASSISTANCE SERVICES**
FOR THE LONG SLIP FILL AND ENHANCEMENT PROJECT

**ATTACHMENT A
DESIGN SCHEDULE**

Task 1 Project Management	Duration of Project
Task 2 Risk Management	Duration of Project
Task 3 SSMP	Duration of Project
Phase 2 Preliminary 30% Design -	Six (6) Months Duration

The following Tasks are to be completed after NEPA approval:

Phase 2 60% Design Documents –	Four (4) Months Duration
Phase 2 90% Design Documents –	Four (4) Months Duration
Phase 2 100 % Design Documents –	One (1) Month Duration
Phase 2 Construction Bid Package –	One (1) Month Duration

The durations include NJ TRANSIT and other party QC review time for each Task.

NEW JERSEY TRANSIT CORPORATION

**RAIL, TRACK AND STATION ENGINEERING & CONSTRUCTION ASSISTANCE
SERVICES FOR THE LONG SLIP FILL AND ENHANCEMENT PROJECT**

REQUEST FOR PROPOSAL NO. 16-006

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- B. Area Location Map
- C. Sample Invoice Report
- D. Cost Proposal Forms (Sample Format)
- E. Criteria for Evaluation of Proposals
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- 1. NJ TRANSIT Professional Services Agreement
- 2. Travel & Business Reimbursement Guidelines
- 3. Equal Employment Opportunity Requirements
- 4. DBE Requirements and Forms
- 5. Acknowledgement of Receipt of Addenda
- 6. Statement of Joint Venture (if applicable)
- 7. Non-Collusion Affidavit
- 8. Contractor's Certification of Eligibility
- 9. Affidavit of Compliance (Code of Vendor Ethics)
- 10. Certification of Contracts, Grants, Loans & Cooperative Agreements
- 11. Ownership Disclosure
- 12. Disclosure of Investment Activities in Iran
- 13. Source Disclosure Certification
- 14. Public Law 2005, Chapter 271 Vendor Certification and Political Contribution Disclosure Form

NEW JERSEY TRANSIT CORPORATION

RAIL, TRACK AND STATION ENGINEERING & CONSTRUCTION ASSISTANCE SERVICES FOR THE LONG SLIP FILL AND ENHANCEMENT PROJECT

REQUEST FOR PROPOSAL NO. 16-006

I. GENERAL PROJECT INFORMATION

- A. The New Jersey Transit Corporation (NJ TRANSIT) is issuing this Request for Proposal (RFP) to solicit professional firms for engineering work associated with the Long Slip Fill and Enhancement Project.

This project is being implemented under Federal Transit Administration's (FTA) Resilience Projects in response to Superstorm Sandy as shown in the Federal Register: Volume 79, No. 214 dated November 5, 2014.

The goal of this RFP is to engage a Consultant to produce the construction documents (and all ancillary support) necessary for the Long Slip Fill and Enhancement Project, rail and track infrastructure. This engineering task will also include the review and incorporation of design plans and specifications into the overall contract bid documents for the platform and station/crew quarters building that is currently being designed by the NJ TRANSIT Design Services Unit. This scope does not involve work relating to the filling of Long Slip Canal or the sewer extension work that is currently being performed by another NJ TRANSIT Consultant .

This contract will be divided into three (3) distinct phases:

- Phase I.** Conceptual and Preliminary Design (0%-30%)
- Phase II.** Preparation of Final Design Engineering (30%-100%)
- Phase III.** Construction Support Services

Costs associated with the various Phases and Tasks will be negotiated and a fixed, not-to exceed cost will be established. Additional or unauthorized costs incurred by the Consultant will not be reimbursed.

NJ TRANSIT reserves the right to reject any and all proposal(s). Contract award is subject to the availability of funds and Consultant agreement to NJ TRANSIT terms and conditions.

All proposers are notified that NJ TRANSIT reserves the right to delete or modify any task from the Scope of Services at any time during the course of the contract. NJ TRANSIT also reserves the right to approve all subconsultants.

Prior to the execution of this contract by NJ TRANSIT and before commencing any performance hereunder, the Consultant shall provide NJ TRANSIT with the required proof(s) of insurance as set forth in Section 12 of Exhibit 1.

All proposers are notified that it is NJ TRANSIT policy that Consultants 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 avoid all circumstances and conduct which may not constitute actual wrongdoing, of conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of NJ TRANSIT. All proposers must comply with the NJ TRANSIT Code of Ethics as set forth in Section 29 of Exhibit 1.

In addition, 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. Proposers are advised that violation of this prohibition may result in the removal of the Proposer from consideration for this contract and possible suspension/debarment.

B. ANTICIPATED CONSULTANT SELECTION SCHEDULE

<u>Action</u>	<u>Date</u>
Solicit Proposals	April 5, 2016
Pre-Proposal Conference	April 19, 2016
Requests for Information Due	April 26, 2016.
Proposal Due Date	May 17, 2016
Oral Presentations	Week of June 13, 2016
Selection of Firm	Week of June 27, 2016
Begin Negotiations	Week of July 11, 2016
Board Approval	November 2016
Notice to Proceed (NTP)	December 2016

C. PRE-PROPOSAL CONFERENCE

Each Proposer shall completely familiarize itself with the nature of the work to be accomplished and the type of equipment, facilities and skills required to meet the scope of the contract specifications.

In order to discuss the project and for addressing questions, NJ TRANSIT will hold a **Pre-Proposal Conference on Tuesday, April 19, 2016 at 2:00 p.m.** in the 5th Floor Conference Room at NJ TRANSIT Headquarters located at One Penn Plaza East, Newark, New Jersey adjacent to Newark Penn Station. The location is easily accessible to Newark Liberty International Airport by AirTrain service connecting to Newark Penn Station. To obtain driving directions please go to the NJ TRANSIT website at www.njtransit.com.

Attendance at the Pre-Proposal Conference is highly recommended but not mandatory. Recipients of this RFP that do not attend may be at a disadvantage when submitting a proposal.

D. CONTRACT DURATION

The anticipated duration of the contract, subject to continuing satisfactory performance and availability of funds, is seventy-eight (78) months for all phases. The proposed design schedule for this project is illustrated in Attachment A.

E. REQUEST FOR INFORMATION AND ADDENDA

The firm shall examine carefully the Proposal package and conditions affecting the work. By submitting a proposal, the firm acknowledges that it has carefully examined the proposal package and satisfied itself as to the conditions affecting the work. NJ TRANSIT assumes no responsibility for any conclusions or interpretations made by the firm on the basis of the information made available by NJ TRANSIT.

1. Inquiries regarding the Proposal Package shall be submitted in writing to NJ TRANSIT at the following address:

NJ TRANSIT
Procurement Department
One Penn Plaza East, 6th Floor
Newark, New Jersey 07105-2246
RE: RFP No. 16-006
Attn: Taishida Chapman
tchapman@njtransit.com
973-232-4829 E-Fax

2. To be given consideration, all such inquiries must adhere to the following:
 - a. Be received in writing no later than 4:00 pm, Tuesday, April 26, 2016.
 - b. Reference contract name and number, section and page number
 - c. Requests for information may be faxed to (973) 232-4829 or emailed in a non-scanned electronic format to Taishida Chapman at tchapman@njtransit.com.

Any response that NJ TRANSIT may choose to make will be by a written addendum to the RFP and sent to all listed holders of the Proposal Package. NJ TRANSIT will not be bound by any informal explanation, clarification, or interpretation, oral or written, by whomever made, that is not incorporated into an addendum. Copies of all such Addenda will be mailed to each firm. Receipt of the Addenda by the firm shall be acknowledged as specified below.

A firm's failure to request a clarification, interpretation, correction or amendment will preclude such firm from, thereafter, claiming any ambiguity, inconsistency or error which should have been discovered by a reasonably prudent firm.

NJ TRANSIT reserves the right to amend the proposal package prior to the date set for receipt of proposals. Such revisions, if any, will be announced by

addenda to this Request for Proposal. Copies of such addenda as may be issued will be furnished to all prospective firms. The date set for receipt of proposals may be postponed by such number of days as in the opinion of the Contracting Officer will enable firms to revise their proposal forms. In such cases, the addenda will include the new date for receipt of proposals.

Firms are required to acknowledge receipt of all addenda by signing the "Acknowledgement of Receipt of Addenda" form. This form (Exhibit 5) shall be included as part of the technical proposal. Failure to acknowledge receipt of all addenda may render proposals non-responsive.

F. JOINT VENTURE

A firm consisting of more than one business entity must clearly identify itself in the proposal as a joint venture. Each party to a joint venture shall provide 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 (Exhibit 6).

G. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Firm will be required to comply with State Equal Employment Opportunity requirements contained in P.L. 1975, c.127 (N.J.S.A. 10:5-31 et seq.) and NJAC 17:27 (Exhibit 3).

H. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL ASSIGNMENT

As an aid in meeting the commitment of its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a Race Conscious twenty-three percent (23%) DBE goal on the gross sum amount of the bid or contract for DBE subcontracting participation. All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this contract.

NJ TRANSIT's DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. Consultants shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the Consultant 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.

The Consultant shall refer to the DBE Requirements for Federally Funded Procurement Activities (Exhibit 4) included in the RFP for the requirements concerning the DBE obligations and mandatory submissions for this contract. In accordance with those requirements, the Consultant shall identify all DBE and Non-DBE subconsultants and suppliers proposed to participate in and solicited for this contract, and complete and submit the mandatory required forms (A, A1, A2) and any applicable supplemental forms (AA, AA1, AA2) with their proposal or within seven (7) calendar days of the proposal due date. Consultants are strongly encouraged to submit these forms with the proposal to prevent delay of award.

Consultants utilizing DBE firms and/or suppliers to participate in this contract shall also submit the mandatory Forms B and BB if applicable and a NJUCP DBE certification letter for each DBE firm/supplier in accordance with the same time frame indicated above. All forms shall be completed entirely with no blank fields.

Any questions regarding the DBE requirements or the mandatory required forms for this contract should be directed to:

Ms. Jacquelin Rush-Gilbert
Senior Contract Compliance Specialist
973-491-8061
jrush-gilbert@njtransit.com

I. DIVISION OF REVENUE

In accordance with N.J.S.A. 52:32-44, all New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue prior to the time a contract is awarded or authorized. The business registration form (form NJ-REG) can be found online at: <http://www.nj.gov/treasury/revenue/gettingregistered.shtml>.

Accordingly, the proposer should submit with its proposal the Business Registration Certificates for all team members, but no later than the date of contract award.

J. FIELD VISITS

Before any field visits are conducted by a Consultant, all persons visiting a Construction site or a NJ TRANSIT facility or Right-Of-Way shall successfully complete all required safety training and instruction. Refer to Section III-B for the Roadway Worker Protection requirements.

K. TECHNICAL EVALUATION COMMITTEE

A Project Technical Evaluation Committee (TEC) comprised of NJ TRANSIT staff will be responsible for reviewing written proposals and oral presentations, and recommending the project Consultant. The TEC will analyze the submitted technical proposals, which are to include project manpower estimates, for the respective phases and tasks outlined in the Scope of Services. In order to adequately evaluate the capability of submitting firms or team of firms, the proposal must address all tasks.

L. MODIFICATION OR WITHDRAWAL

Modifications of proposals already submitted shall be submitted in a sealed envelope, clearly marked with contract name and number, date of opening and name of firm before the time specified for the opening of proposals. Firms shall assume that its failure to comply with these requirements may result in the modification being opened prematurely, or not opened at all.

Proposals may be withdrawn at any time prior to the time specified for the opening of proposals by filing a written withdrawal with NJ TRANSIT, duly executed by the firm or its authorized representative. The withdrawal of a proposal does not prejudice the right of the firm to file a new proposal. Withdrawals received after the time specified for the opening of proposals will not be considered nor may any proposal be withdrawn after that time.

M. DISQUALIFICATION OF FIRMS

Submission of more than one (1) 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 (1) proposal for the procurement contemplated may cause the rejection of all proposals submitted by such individual, firm, partnership, corporation or combination thereof.

N. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-55 et seq., a Proposer that, at the time of proposal receipt, 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 the certification (Exhibit 12) with its Proposal to attest under penalty of perjury, that neither the person or entity nor any of its parents, subsidiaries or affiliates is 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 the certification will render the proposal non-responsive.

O. OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Proposer is a corporation, partnership or sole proprietorship, the Proposer must complete a current, Ownership Disclosure Form (Exhibit 11) prior to the receipt of the proposal or accompanying the proposal. Failure to submit the form will preclude the award of a contract.

P. 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 by a Consultant or Subconsultant within the United States and the certification is approved by the Executive Director.

All proposers seeking a contract primarily for services with NJ TRANSIT must disclose the location, by country, where services under the contract, 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 his certification that the services cannot be performed in the United States and whether to seek the approval of the Executive Director.

Accordingly, the proposer should submit with its proposal the attached Source Disclosure Certification form (Exhibit 13). If the information is not submitted with the proposal, it shall be submitted within five (5) business days of NJ TRANSIT's request.

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

Breach of Contract for Shift of Services Outside the United States

If, during the term of the contract, the Consultant or Subconsultant, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside the United States, the Consultant shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Article 14 of the Agreement, unless previously approved by the Contracting Officer and the Executive Director.

Q. DISCLOSURE OF POLITICAL CONTRIBUTIONS (N.J.S.A. 19:44A-20.13)

The requirements of Public Law 2005, c.271 are applicable to this procurement. Prior to awarding a contract or agreement to the intended awardee, the awardee shall complete the Contractor Certification and Political Disclosure Form (Exhibit 14) included in this solicitation. The awardee shall submit the form to NJ TRANSIT, in care of the Contract Specialist, within five (5) business days of NJ TRANSIT's request.

In addition, the Consultant is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Consultant's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

R. 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: <http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this Request for Proposal is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the Request for Proposal, the winning bidder’s 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.

The State 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.

II. PROJECT BACKGROUND AND DESCRIPTION

A. PROJECT BACKGROUND

NJ TRNASIT’s Hoboken Long Slip Canal located in the southerly area of the Hoboken Yard was developed circa 1870 to support rail marine freight operations. The canal is no longer navigable with the construction of two bridges across its east end. During the last decade, NJ TRANSIT has investigated numerous concepts to fill Long Slip and improve yard, maintenance and terminal capabilities. The events of Superstorm Sandy and their impacts on Hoboken Terminal have increased the priority to fill Long Slip, install new center island high-level platforms and rail infrastructure required to continue operating the terminal during a major storm.

B. PROJECT DESCRIPTION

The Hoboken Long Slip Flood Protection project involves 1) the filling of the Long Slip—an 1,800-foot east-west penetration of the Hudson River into Hoboken Rail Yard—to an elevation above the Federal Emergency Management Agency (FEMA) 1% base flood elevation (BFE); and, 2) the construction on the filled area of six new tracks serving three center island high-level platforms, that comply with the Americans with Disabilities Act of 1990 (ADA)-accessible boarding platforms with all related rail infrastructure, and bridge work and a station/crew quarters building serving the platforms and providing access to the main terminal.

The project design and construction is divided into two phases. Phase 1 relates to the work to extend the sewer in Long Slip, the installation of the cofferdams to seal the canal and isolate it from the waters of the Hudson River to permit the canal filling and provide a stockpile of soil on top of the structural fill area for a surcharge period of nine months. The design of Phase 1 is currently underway by URS Corporation and their scope also includes the design of the above-grade fill material of lightweight concrete and retaining walls around the perimeter of the canal that will eventually support the track on elevated fill.

Phase 2 continues the project development and the engineering services for this phase involve three aspects:

- Incorporating the URS Corporation design plans and specifications for the above-grade fill material of lightweight concrete and retaining walls around the perimeter of the canal that will provide the base to the new track and platform area;
- Incorporating the NJ TRANSIT design plans and specifications for the station building/crew quarters, platforms and canopies and;
- All remaining work to connect two new tracks from existing tracks west of Hoboken into the yard, a bridge across Marin Boulevard, an elevated viaduct for the tracks to the filled area; and all related rail infrastructure designed to operate the new yard including catenary structures.

The track alignment design information contained in Attachment F was prepared by URS Corporation, Inc. to develop and finalize the design of the rail and track work required in this RFP. These Conceptual Design Long Slip Canal Fill & Yard Project plans provide a preliminary design for the track alignment, spans and platforms in the project. The design information contained in Attachment G prepared by NJ TRANSIT will be used to develop the design required in this RFP. The Conceptual Design Long Slip Station Building/Crew Quarters, Platforms and Station Site and Access Plan provides a preliminary design for platforms, canopies, station building/crew quarters and surrounding site and commuter access pathways.

The scope for the design and engineering of the project includes two (2) new track interlockings, track, catenary, viaduct, and bridge to connect the existing rail infrastructure to the new passenger platforms in accordance with NJ TRANSIT Rail Operations Standards. The project includes installation of structural fill to a top of rail elevation of 14.5 at the station platforms. This higher elevation will

require retaining walls or similar structures to maintain the higher track elevations above existing grades. The Structural fill and relieving platform designed to support the center island high-level platforms is being designed under separate contract. The track and platform foundation plans and specifications will be provided to this scope for inclusion in the rail and track contract documents.

NJ TRANSIT will also provide plans and specifications for the design of the station/crew quarters building and access pathway to the terminal for inclusion in the rail and track contract documents. Separate foundation plans and specifications, being prepared under separate contract for the filling of the canal, will also be provided for the station/crew quarters building for inclusion in the rail and track contract documents.

The Consultant shall assess and analyze the site and track design and platform widths for emergency vehicular access, passenger movement and maintenance vehicle access.

Power distribution feeders and power feed to the Wheel Truing Facility, water, sewer and gas lines along the temporary access road will have to be relocated. Power distribution for yard functions will be supported overhead or attached to the proposed catenary.

The PATH tubes cross under the Long Slip and will require detailed design reviews with the Port Authority of New York and New Jersey. Coordination will also be required with URS Corporation, Inc. the designer for Long Slip fill and NJ TRANSIT Design Services the designer for the high-level platforms and crew facility and with all other planned projects throughout the Hoboken complex.

C. CONSULTANT QUALIFICATIONS

Related experience is essential. Particular emphasis will be placed on previous design of **rail infrastructure in a major yard or terminal that will remain in service during construction**. Consultant must demonstrate that the firm has successfully completed at least two (2) previous rail infrastructure design contracts of which one (1) will be of similar scope to this RFP and been completed within the past five (5) years.

The Project Manager shall have demonstrated a minimum of ten (10) years of relevant project experience with a significant portion managing large, interdisciplinary rail infrastructure design contracts.

III. SCOPE OF SERVICES – GENERAL

- A. The Consultant shall furnish all services as required by NJ TRANSIT in accordance with the contract. NJ TRANSIT may terminate the agreement in whole or in part at any time if the Consultant has materially failed to comply with the terms of the agreement.

- B. NJ TRANSIT will provide Railroad Protective Comprehensive General Liability Insurance coverage with respect to operations that the Consultant or any subconsultant performs while conducting inspection and survey work, test pits and pile driving or pile tests within the fouling limits of the railroad.

The Roadway Worker Safety Act requires Roadway Worker Protection (RWP) for anyone working on or near a railroad; this requirement is the responsibility of the Consultant. A certification to this effect must be presented to NJ TRANSIT prior to any Consultant or subconsultant's employee entering the Right-Of-Way; if the Consultant does not have the required training, NJ TRANSIT can and will provide it. NJ TRANSIT safety training is required prior to entering the Right-Of-Way or entering into areas in which or from which fouling of rail operations might occur. The Consultant shall fulfill all obligations and requirements for right of entry and work on NJ TRANSIT property.

- C. The Consultant shall maintain and make available, as requested, all documents, records and other evidence pertaining to service and costs thereof for a period of five (5) years from the final payment under the contract and shall be subject to audit by Office of the State Comptroller within said period.
- D. The approval of plans and specifications by NJ TRANSIT is not to be construed as authority to violate, cancel or set aside any provisions of applicable Municipal, County, State or Federal codes, laws, rules and regulations.
- E. Nothing contained in this RFP or any resultant contract is intended to relieve the Consultant of responsibility for maintaining adequate supervision and responsible charge over the design in order to endeavor to guard NJ TRANSIT against deficiencies in the design work. **The Consultant shall be required to re-design or complete any work omitted or in error, at no additional cost to NJ TRANSIT.**
- F. NJ TRANSIT's proposed design schedule for this project is illustrated in Attachment A. The selected Consultant shall be required to provide services in support of these projections. The Consultant shall allow thirty (30) calendar days for review and comment by NJ TRANSIT on each of the design submissions (10%, 30%, 60%, 90% and 100%).

IV. SCOPE OF SERVICES - DETAILED DESCRIPTION OF TASKS

A. PROJECT REQUIREMENTS

Task 1.0 - Project Management:

The objective of this task is to keep NJ TRANSIT informed in a timely fashion with regard to both technical progress and financial status of the project. Project management should be of a proactive form that anticipates problems and delays as best as possible and addresses them before they reach critical level. Another objective is to maintain a continuous and timely dialogue and flow of information between the Consultant and NJ TRANSIT. Coordination and other related

jurisdictional agency reviews are required subject to NJ TRANSIT direction.

The Consultant shall provide an experienced, integrated team with the specific combination of technical and management expertise across all required disciplines necessary to meet all Contract requirements.

The Consultant shall keep NJ TRANSIT informed in a timely fashion with regard to both technical progress and financial status of the project. To these ends, the project management team will implement and maintain a three-step approach to project management and control:

Subtask 1.01 Project Management Plan

A project management plan will be prepared and implemented by the Consultant and NJ TRANSIT at the outset of the project. The plan will clearly define the roles and responsibilities of all parties involved. Formal lines of communication will be outlined, budgets will be established, schedules agreed upon, quality control procedures identified and invoicing procedures established.

The Consultant shall prepare a comprehensive Project Management Plan (PMP) for the Long Slip Yard Project, fully addressing the means, methodologies, procedures and resources to be applied by both NJ TRANSIT and the Consultant in achieving the Project Management objectives stated above. The PMP shall work in conjunction with the Quality Management Plan as described later in this RFP.

The PMP shall be prepared in general accordance with the established guidelines of the FTA, and shall be of sufficient detail to monitor the Project's planning, engineering, and third party coordination throughout the duration of the Contract. NJ TRANSIT has developed document formats and requirements for Programmatic submittals in conformance with reporting to be utilized in NJTRANSIT's Superstorm Sandy Recovery and Resilience Program. In order to maintain consistency, such requirements related to the PMP submission will be available to the Consultant subsequent to Contract award.

The PMP shall include appropriate charts and narrative to describe the organization, relationships, responsibilities, and procedures to be implemented to manage all aspects of the Project. At a minimum, the PMP shall address the following:

- Roles and Responsibilities
- Project Controls Management – schedule and budget
- Communications Protocol
- Design Management – internal reviews and checking procedures
- Configuration Management
- Interface and Integration Management
- Third Party Coordination / Third Party Agreements management
- Records Management

Deliverables:

1. Draft PMP – Four (4) weeks from NTP
2. Final PMP – Two (2) weeks after receiving comments from NJ TRANSIT and the FTA
3. Updates to the PMP, shall be made annually, as changes dictate or as directed by NJ TRANSIT

Subtask 1.02 Project Control

The Consultant, after discussion with NJ TRANSIT, shall establish a formal Critical Path Method (CPM) project schedule (min. Primavera 6.0) for the accomplishment of all tasks in this RFP. CPM updates will be provided to NJ TRANSIT on a monthly basis or upon request. In addition, the Consultant shall establish a system of monthly progress and cost control reports attached to monthly invoices (see Attachment C for Sample Invoice Report). All sub-consultants employed shall be required to render invoices for the same general time periods that are utilized by the Consultant. FAILURE TO SUBMIT THE INVOICES IN THE PRESCRIBED MANNER WILL RESULT IN SUCH INVOICES HELD UNTIL THE FOLLOWING INVOICE PERIOD. Exceptions identified following NJ TRANSIT invoice review must be resolved to NJ TRANSIT's satisfaction within five working days. Absent such resolution, disputed invoice amounts will be deducted from that invoice. The report form as well as invoice(s) shall include a written description of current technical, budget and schedule status as well as a comparison of this information to the preceding month, project-to-date and projected future work efforts as applicable. Milestones, decisions made, issues and action items shall be highlighted. Any unanticipated delays or gains or cost adjustments driven by unforeseen circumstances should be discussed in terms of completing the overall project on time and within budget. The Consultant shall provide a summary of all invoice costs in a format depicting values as described in Attachment C.

Subtask 1.03 Project Schedule

The Consultant shall develop and maintain a detailed project schedule, representing a practical plan to complete the Contract scope of work, and to meet the overall schedule.

The purpose of the schedule is to provide an effective management tool by which the Consultant and NJ TRANSIT can measure progress of the work, identify areas of schedule risk, and mitigate against any potential delays on a timely basis. The actual number of activities in the schedule shall, in the judgment of NJ TRANSIT, be sufficient to assure adequate planning of the Project and to permit monitoring and evaluation of progress and the analysis of time impacts.

The Project Schedule shall be detailed and correlate with the work plan described in the PMP and organized based on the tasks and major elements of the Project.

The Consultant shall use Primavera 6.0, or NJ TRANSIT approved equal. The

format of the schedule shall include bar chart plots and shall show columns for:

- Activity ID
- Activity Description
- Original Duration
- Early Start, Late Start, Early Finish and Late Finish
- Total Floats

Timescale shall be shown in calendar days.

Initial Scheduling Meetings and Monthly Schedule Update Meetings shall be held to review, agree and approve all schedule deliverables.

The Work Breakdown Schedule (WBS) codes shall be presented in organizational-chart format for approval prior to developing the Contract Schedule. Consultant shall code the Baseline Schedule using no more than eight (8) alpha-numeric characters for the Activity ID, and shall utilize the approved WBS.

The Consultant shall submit the draft Baseline Schedule *without status* within three (3) weeks of NTP. The Baseline Schedule shall be accompanied by a narrative outlining the assumptions made, formatting approach, definitions of terminology to be used in monthly reporting, estimates of original durations, calendar types used, explanation of resources and the production rates, relevant drawings or charts.

The Consultant shall make all corrections to the draft Baseline Schedule requested by NJ TRANSIT and resubmit within two (2) weeks of receiving comments. If the Consultant does not agree with NJ TRANSIT's comments, the Consultant shall provide written notice of disagreement within five (5) work days from the receipt of the comments. The items in disagreement shall be resolved in a meeting held for that purpose, if necessary within five (5) work days after the written notice.

The Baseline Schedule shall show the sequence and interdependence of activities required for complete performance of the Project beginning with the date of the NTP, and concluding with the date of acceptance of the Project and shall list specifically:

- Interim milestone completion dates required by the Contract will be characterized. Phasing of all design activities as specified shall be prominently identified. Particular attention shall be given to design submittals.
- Submittal and review of design submittals and other deliverables will include review time for designated reviewers.
- Submittals to, and reviews by outside agencies and shall allow sufficient time for review.
- Interface coordination and dependencies with proceeding, concurrent, and follow on contracts will be developed.

- NJ TRANSIT designated milestones will be developed.
- NJ TRANSIT and Regulatory milestones, as required to achieve approval into Final Design will be developed.
- Acceptance of the Project, including completion of unfinished items prior to completion of any Contract milestones will be noted.
- Work to be performed by other Consultants and agencies that affect the schedule and shall allow reasonable time for completion will be noted.
- Acquisition of permits, and related environmental approvals, licenses, agreements and coordination with, municipalities, other agencies and community groups will be noted.

The Consultant shall accurately develop the schedule logic and activity interdependencies, such that the schedule can fully convey an understanding of the Critical Path.

The Progress Schedule shall include all information current as of the status date. The Progress Schedule submittal to NJ TRANSIT shall be accompanied by a Schedule Status Report. This narrative report shall describe activities completed and progressed during the report period, activities planned for the forthcoming report period, potential issues, delay chain analysis as required, and actions required to correct or mitigate any negative float (actual or predicted). The report shall include an explanation of potential delays and problems, their estimated impact on performance, and their estimated impact on the Contract completion date. In addition, alternatives for possible schedule recovery, complete with a narrative rationale, to mitigate any potential delay shall be included for consideration by NJ TRANSIT.

Every Progress Schedule shall be submitted for approval at least five (5) days prior to the NJ TRANSIT designated Progress Schedule Meeting. The Progress Meeting shall include discussion confirming percentage complete, actual start/finish, earned values and remaining duration. Upon approval of the Progress Schedule, it shall be included in the Monthly Report. The status date of the Progress Schedule will be the last day of each month.

Timely progress reporting and review by the Consultant's management team will be critical in avoiding schedule creep or delays which will be detrimental to the schedule given the objectives of the project. Progress Reports shall include;

- Consultant's Transmittal Letter;
- Description of Problem Areas;
- Current and Anticipated Delays; and the following information;
- Cause of the delay;
- Corrective action and schedule adjustments to correct the delay; and
- Impact of the delay on other activities, milestones, and completion dates.
- Pending Items and Status Thereof, regarding the following requirements:
 - Permits;
 - Change Order;
 - Time extensions; and

- Interim Milestone Dates and Contract Completion Dates Status
- Discussion of critical path for month and any changes to critical path since the last report;
- Progress during period and plans for Project in forthcoming period.

Planned schedule percentage complete versus actual percentage achieved and earned value versus planned usage for each resource shall be computed in tabular format from the resource and price loading developed for this RFP and Contract execution.

An overall cumulative progress curve shall be plotted with the horizontal axis in calendar months.

A schedule found to be unsatisfactory, or otherwise not in compliance with Contract documents shall be revised by the Consultant and resubmitted. Re-submittals shall conform to the same requirements as original submittals.

Use of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, negative lags, long lags, extended activity times, or imposed or constrained dates, shall be cause for rejection of the Detailed CPM Schedule and any revisions or updates.

The Consultant shall schedule submittals for review by NJ TRANSIT in a manner that distributes reviews across time to avoid concentration of reviews in any discipline.

Whenever it becomes apparent in the course of the current Progress Schedule Meeting or from the Progress Schedule itself that interim milestones, constraints, or submittal dates will not be met, the Consultant shall identify remedial actions through a Recovery Plan & Schedule, to be included as supplement/attachment to the Schedule Status Report. The Recovery Schedule shall be a separate discrete “break-out” schedule, which shall include activities as required to achieve the final milestones that will coincide with the approved Baseline Schedule. Prior to executing remedial actions, the Consultant shall immediately notify NJ TRANSIT, and obtain approval before proceeding with same.

If original Baseline Schedule dates cannot be maintained, then the Consultant shall obtain approval from NJ TRANSIT prior to incorporating any revised dates into the next Progress Schedule submittal.

The last updated schedule submitted shall be identified as the “Final Progress Schedule.” This schedule shall reflect the exact manner in which the Contract was actually completed (including start and completion dates, activities, actual duration’s, sequences, and logic), and shall be signed and certified by the Consultant’s Project Manager and the Consultant’s scheduler as being a true reflection of the way in which the Contract was actually completed.

Deliverables:

1. Work Breakdown Structure Codes

2. Baseline Schedule – draft and final
3. Monthly Progress Schedule and Schedule Status Report
4. Recovery Plan and Schedule, as required
5. As-Built Schedule

In addition to routine reporting, the Consultant will create and maintain an intra-project, password protected web-site through which NJ TRANSIT and the Consultant can communicate and share data, drawings and reports rapidly and efficiently. This will help the Consultant operate proactively to both inform NJ TRANSIT of emerging issues and facilitate rapid resolution to maintain schedule and budget. This system will also be utilized as the project's file cabinet and for archiving all project documents and correspondence. The said system shall be compatible with the document control records management system outlined below. Upon completion of the project or at such time as directed by NJ TRANSIT, the Consultant shall provide all data contained therein to NJ TRANSIT using computer hardware storage approved by NJ TRANSIT for incorporation into the NJ TRANSIT computer network system.

Subtask 1.04 - Records Management Control System

The Consultant shall develop and maintain a system to identify and manage correspondence, business documents, current revision of instructions, procedures, drawings, specifications, reports and analyses, etc. The document database developed on this project shall be kept current throughout the term of the Contract, and provided to NJ TRANSIT in a condition suitable for use by others without need for additional licenses for another five (5) years from Project Completion and be in compliance with the Consultant's Configuration Management Plan. NJ TRANSIT's objective is to establish a "paperless" project to the extent as practicable.

The system at a minimum shall provide the following definition and components:

- a) A system designed around the Consultant's evaluation and analysis of NJ TRANSIT's work flow and business practices;
- b) An electronic interface ("desktop") that requires nominal user training and provides quick response time for document creation, storage, and retrieval;
- c) A highly secure system that can assign different access clearances for staff and project stakeholders;
- d) A system that is fully compatible with and utilizes the same assumptions as the NJ TRANSIT Electronic Content Management System (ECMS) document control system.

The system must manage manual and electronic documents including:

- General correspondence
- Contracts, specifications, progress reports, invoices
- Budget & finance data
- Drawings, plans, & images

- Email messages & attachments
- CDs, DVDs, and other hard media
- Native files & image files of all documents

The system must provide the following features:

- Central clearinghouse for all project documents
- Categorization of inbound traffic
- Marking of each document with (at a minimum):
 - Originating date
 - Received date
 - From organization
 - To organization
 - Subject
 - Unique sequence number
- Scanning and indexing
- Posting of scanned documents for retrieval
- Email notification to document recipients
- Maintenance of the document database
- On-site printing capability for all document sizes and formats
- Filing of original hardcopy
- Transmitting of original hardcopy to offsite records warehouse (If needed for compliance with New Jersey Department of Archives and Records Management (NJDARM) requirements)

The system shall also provide a fully-integrated ECMS, including the following components:

- Digital Mailroom (DM) - or future project field office
- Scan, index & distribute
- Electronic Document Management System (EDMS) - web-based
- Electronic Document posting & notification
- Document collaboration capabilities
- Email management including forced classifications
- Check-in and check-out protocols
- Revision control
- Audit trail
- Security (document by user/group)
- Watermarking for printed copies
- Administrator reports
- Workflow
- Records Management (RM)
- Retention schedules
- Notification of destruction

NJ TRANSIT is using an in house ECMS, using Open Text Live Link as the platform. The Consultant shall provide personnel at a designated NJ TRANSIT Office to assist NJ TRANSIT in data entry as well as down loading and up

loading of documents into the NJ TRANSIT ECMS. The schedule for data uploads to the NJ TRANSIT ECMS will be determined subsequent to Contract award. However, such uploads will occur at a minimum on a monthly basis. It is anticipated that the Consultant will employ an ftp site or similar portal to transfer documents between NJTRANSIT's ECMS and the Consultant's document system. The personnel should be cognizant of DARM regulations concerning document scanning and management procedures.

Deliverables:

1. Records Document Management System
2. Identification of appropriate support staff subject to NJ TRANSIT approval.

Subtask 1.05 - Monthly Progress Reporting

The Consultant shall carefully monitor the progress of the Project during design and provide NJ TRANSIT with Monthly Progress Reports. The approved schedules shall be used by the Consultant to ensure adequate planning, scheduling, management, and execution of the Project and to enable NJ TRANSIT to evaluate Project progress and requests for payments by the Consultant.

NJ TRANSIT has developed document formats and requirements for Programmatic submittals in conformance with reporting to be utilized in

NJTRANSIT's Superstorm Sandy Recovery and Resilience Program. In order to maintain consistency, such requirements related to the Project Monthly Progress Report submission will be available to the Consultant subsequent to Contract award.

The Consultant shall submit one (1) hard copy and one (1) electronic copy of the Monthly Progress Report to NJ TRANSIT by the 7th day of each month that shall cover a reporting period for the preceding month. The Monthly Progress Report shall be submitted by the Consultant's Project Manager and shall include as a minimum the following:

- A written review of the progress achieved for that month with specific reference to the activities detailed on the Baseline Schedule and detailed progress on each stage of the design during the reporting period.
- Details of any delays shall be specifically highlighted together with details of the Consultant's actions/proposals for corrective action and schedule recovery.
- Areas of concern and proposed resolution.
- Per task, planned schedule percentage complete versus actual percentage achieved and earned value versus planned usage for each resource shall be computed in tabular format from the resource and price loading. An overall cumulative progress curve shall be plotted with the horizontal axis in calendar months.
- Comparative progress curves and histograms showing actual versus planned performance in respect to major activities as may be required by

NJ TRANSIT.

- A monthly update of the overall progress curve (or S curve) versus baseline progress curve.
- Updates of the Consultant's labor curve table showing actual and planned labor, including subconsultant labor.
- Status of DBE participation.
- An up-to-date copy of the Delivery Submittal Schedule to NJ TRANSIT.
- Other content as directed by NJ TRANSIT.

A certificate signed by the Quality Manager certifying for the previous month that:

- All work, including that of sub-consultants at all tiers, has been checked and/or inspected by the Consultant's quality staff and that all work, except as specifically noted in the certification, conforms to the requirements of the Contract.
- The QMP and all measures and procedures and procedures provided therein are functioning properly and are being followed, except as specifically noted in the certification.

Deliverables:

1. Monthly Progress Report
2. Monthly Quality Certificate

Subtask 1.06 - Quality Control

A Quality Management Plan will cover not only the Consultant but also all sub-consultants; the procedures will be uniformly applied to all phases of the project. The Quality Control plan requires the completion, checking, and correcting of work products before releasing them, to ensure accuracy, completeness, and ability to be understood by target audience.

NJ TRANSIT has developed document formats and requirements for Programmatic submittals in conformance with reporting to be utilized in NJTRANSIT's Superstorm Sandy Recovery and Resilience Program. In order to maintain consistency, such requirements related to the Project Quality Control Plan and Reports submissions will be available to the Consultant subsequent to Contract award.

Subtask 1.07 - Quality Management Plan (QMP)

The Consultant shall develop a comprehensive Quality Management Plan (QMP) for the Project. The Consultant shall be responsible for conducting an ongoing quality program during the entire period of performance of the Contract based upon the QMP approved by NJ TRANSIT. An effective quality program is fundamental to all work performed by the Consultant.

The purpose of the quality program is to effectively and economically assure technical quality in the design of the Project, thus reducing the potential for:

- Adverse schedule and cost impacts.

- A poor quality design.
- Poor quality products.
- Personal and public safety problems

The QMP shall document how the Consultant will execute the project to assure that:

- The Consultant's design process translates NJ TRANSIT's needs and requirements into an acceptable design.
- The Project is properly completed and furnished to NJ TRANSIT on time and within budget.

During the term of the Contract, the Consultant shall exercise positive control over the entire Project including the work of its subcontractors and subconsultants as described in the approved QMP.

Subtask 1.08 - Quality Management Plan Requirements

The QMP shall be prepared in general accordance with the established guidelines of the FTA, which essentially follow article 4.0 of the ISO 9001:2000 and ISO 10013 guides, and are further discussed below. The QMP shall be an executable system of processes defined and established for the Project. As a minimum, the QMP shall include a Quality Policy and Procedures, and reference other plans as may be specified herein and elsewhere in the Contract.

NJ TRANSIT has developed document formats and requirements for Programmatic submittals in conformance with reporting to be utilized in NJTRANSIT's Superstorm Sandy Recovery and Resilience Program. In order to maintain consistency, such requirements related to the Project Quality Control Plan submission will be available to the Consultant subsequent to Contract award.

The QMP shall be approved by the Principal-In-Charge in the Consultant's organization having primary responsibility for the Contract. The Consultant shall submit a draft within four (4) weeks of NTP, and a final within eight weeks of NTP, incorporating comments from NJ TRANSIT and other stakeholders as applicable. The QMP shall be revised, updated, and approved as necessary throughout the term of the Contract to reflect the management system being currently used as the means for executing the Contract.

The execution of the QMP shall be subject to NJ TRANSIT audit throughout the term of the Contract.

Subtask 1.09 - Design Control

The Consultant shall develop a Design Control Plan (DCP), establishing design control procedures that shall be integrated and consistent with the requirements described throughout this RFP. The Plan shall visibly track and report the status of design products to be submitted by the Consultant for NJ TRANSIT review.

The Consultant shall revise, update, and submit for approval the Plan as required. The Plan shall:

- Define procedures for completing internal verification prior to the submission of documents to NJ TRANSIT for its review. Design Verification Activities shall include checking and back-checking calculations, drawings, specifications and other design elements without reliance on review and comments from NJ TRANSIT and shall be conducted before providing each design submittal to NJ TRANSIT.
- Define how design inputs and changes shall be managed by the Consultant in a manner that assures Contract and Consultant requirements are correctly translated into the drawings and specifications.
- Include a Design Review Schedule which shall be revised as needed as the design progresses.
- Be consistent with and follow the Quality Management Plan and shall specifically track all design and design verification activities included in the approved Quality Management Plan.
- Be in a format that allows the Consultant and NJ TRANSIT to reasonably understand the means by which each design element of the project is being completed. It shall provide planned versus actual schedule performance and be accurate and useful as a means for NJ TRANSIT to determine how the design is proceeding throughout the design phase of the Project.
- Include subcontracted design elements.

The Consultant is reminded that it shall be liable to NJ TRANSIT for any costs incurred during the Construction Phase to correct, modify or redesign any design work completed by the Consultant that is later found to be defective, or not in accordance with the provisions of this agreement as a result of any act, error or omission on the part of the Consultant or its agents, servants or employees. The Consultant shall be given reasonable opportunity to correct any deficiencies at no additional cost to NJ TRANSIT.

Subtask 1.10 - Control of Quality Records

The Consultant shall establish and implement procedures to identify, collect, index, file, store and retrieve all quality records required by the Contract and generated pursuant to the Quality Management Plan and shall include the records of sub-consultants and subcontractors, as appropriate. These procedures shall include an electronic database to track and maintain control over all quality records generated by the Contract, which shall be part of the Records Management System and subject to data transfer to the NJ TRANSIT ECMS system referenced above.

Quality records shall be stored and maintained in such a way that they are readily retrievable and provided with a suitable environment that will minimize deterioration or damage, and prevent unauthorized alteration or loss.

Quality control records shall be legible, reproducible, and identifiable with the

item involved, and contain the date of origination and identity of the originator, verifier, and/or responsible supervisor.

The Consultant shall retain all quality records for a period of seven (7) years from the date of completion of the Project unless otherwise specified in the Contract. All quality records shall be made available to NJ TRANSIT throughout the retention period.

Subtask 1.11 - Internal Quality Audits

The Consultant shall establish a procedure for conducting internal quality audits throughout the period of performance of the Contract as follows:

- Perform internal audits at least quarterly.
- Identify in the audit any deficiencies found in the quality system, the causes of deficiencies and the status of corrective action or preventive action, when appropriate.
- Provide the audit results to NJ TRANSIT within five (5) days of the completion of the audit, including required corrective actions.
- Provide a final report to NJ TRANSIT confirming the completion of required corrective actions within thirty (30) days of the audit.

NJ TRANSIT has developed document formats and requirements for Programmatic submittals in conformance with reporting to be utilized in NJTRANSIT's Superstorm Sandy Recovery and Resilience Program. In order to maintain consistency, such requirements related to the Project Quality Audit Reports submissions will be available to the Consultant subsequent to Contract award.

Deliverables:

1. Quality Management Plan
2. Design Control Plan
3. Internal Quality Management Review reports
4. Audit Reports
5. Report of Completion of Corrective Actions

Subtask 1.12 - Configuration Management

The Consultant shall be responsible for configuration management and document change control for its design for the duration of the Project. The Consultant shall prepare and submit to NJ TRANSIT for its approval, a Configuration Management Plan (CMP), which can be a part of the Project Management Plan (PMP), which is in accordance with the requirements of ISO 10000. The CMP shall utilize a proven, auditable electronic based configuration management system to its design of the Project. Configuration management of drawings, specifications, documents, reports and analyses is the responsibility of the Consultant. The Consultant shall maintain document change control, including engineering plans, drawings and specifications and shall update all project documents as the design progresses. Configuration management shall

provide an accurate historical record that can trace decisions made throughout the life of the Project.

The Consultant shall develop and maintain a Contract Documents Log created in an electronic data base format acceptable to NJ TRANSIT for NJ TRANSIT's review and approval. The Log shall list all design drawings, specifications, design calculations, analyses, reports and other documents to be prepared by the Consultant. Only one (1) version of a document may be effective at any one time. The Log shall function to keep a history of each document created by the Consultant and its evolutionary status. The Log shall form an integrated part of the Records Management System.

At the end of the Project, the Consultant shall provide NJ TRANSIT in electronic format, a complete configuration management history, fully documenting all required project information, including the final revision status of all design elements that will allow for the progress of the Project design to proceed.

Deliverables:

1. Configuration Management Plan – draft and final
2. Contract Document Log

Subtask 1.13 - Project Meetings

This provision specifies the requirements for project meetings to be held during the term of the Contract. The Consultant shall attend and participate in the meetings set forth herein with NJ TRANSIT, its representatives, government officials or other parties interested in the Project as may be determined by NJ TRANSIT.

The Consultant shall prepare a record of the meetings containing: the date and place, meeting purpose, names and titles of those present, a brief description of the matters discussed, agreements reached/decisions made, action items and the party responsible for taking the identified action. Meeting minutes shall be prepared and provided within seven (7) calendar days from the meeting date to NJ TRANSIT for review and comments. Final meeting minutes shall be issued to all appropriate parties within two (2) calendar days of receipt of comments from NJ TRANSIT.

NJ TRANSIT will schedule a kickoff meeting with the Consultant within ten (10) calendar days of issuance of the Notice to Proceed for the Contract. The purpose of meeting will be to review the parties' responsibilities, major project milestones, procedures and submittals and personnel assignments. This meeting will be chaired by NJ TRANSIT and be attended by representatives of NJ TRANSIT, all key personnel identified by the Consultant and all major sub-consultants proposed by the Consultant. Agenda items shall include:

- Consultant's personnel roster
- Confirmation of all sub-consultants
- Consultant's project schedule, WBS, critical paths and major milestones

- Project Management Plan
- Design Management Plan
- Interface and Integration Management Plan
- Configuration Management Plan
- Quality Management Plan, including quality documents & records to be generated
- Procedures for processing design decisions and approvals
- Procedure for processing applications for payment
- Mobilization Issues

The Consultant shall conduct monthly progress meetings with NJ TRANSIT on a regularly established date, convenient for all parties involved (or more frequently if deemed necessary by NJ TRANSIT). Progress meetings shall be held in addition to other specific meetings held for other purposes. The meeting shall address technical and administrative issues of concern, determine courses of action, develop appropriate deadlines for resolution of issues, and assign individuals responsible for resolution of those issues. The Consultant and NJ TRANSIT will determine who shall attend the meetings. Additional attendees may include other parties as deemed appropriate for the success of the Project.

Agenda items shall include matters of significance that could affect progress such as:

- Review of the previous meetings minutes and resolution of open items.
- Consultant's project schedule.
- Requests for information and/or approvals.
- Changes
- Invoices and Payment Procedures
- DBE participation levels and goals

Status meetings shall be held prior to the submittal of the Consultant's Application for Payment. The purpose of the meetings is to determine that the status of activities as stated in Consultant's Monthly Progress Report and Progress Schedule are correct. This meeting will be attended by NJ TRANSIT and the Consultant. NJ TRANSIT disposition on the matter will be documented. The Consultant shall prepare meeting minutes.

Deliverables:

1. Kickoff Meeting Minutes
2. Progress Meeting Minutes
3. Project Meeting Minutes

Subtask 1.14 - Payment Procedures

This provision specifies the procedures for the Consultant's submission of Applications for Payments under this Contract and NJ TRANSIT's processing of those applications.

The Consultant will be eligible to receive payment upon successfully achieving

demonstrated progress and compliance with the requirements of this provision and any other applicable provisions of the Contract.

The Consultant shall notify NJ TRANSIT in writing that it has achieved verifiable progress and requests reimbursement in connection with said progress. NJ TRANSIT shall ascertain whether the claimed progress has been achieved or not during the status review meetings and by review of valid Progress Reports as prescribed above.

Applications for payment shall at a minimum contain:

- The Consultant's name and address.
- The remittance address or bank to which payment is to be made.
- The Contract name or title and Contract number.
- An actual invoice for the amount identified above plus any other amounts due the Consultant under any other provision of the Contract signed by the Consultants Project Manager.
- The Consultant's certification that the amount requested is due and payable under the Contract and has not been previously invoiced or paid
- Certified Payrolls (timesheets not required).
- Supporting documentation for all expenses incurred.
- DBE participation levels.

NJ TRANSIT will promptly review the Consultant's Application for Payment upon receipt for accuracy and conformance with the above and will prepare and issue a Payment certificate, with a copy provided to the Consultant, showing the amount payable by NJ TRANSIT to the Consultant.

NJ TRANSIT may, make any correction or modification that should properly be made to any amount previously considered due and paid by NJ TRANSIT.

A payment issued by NJ TRANSIT shall not be construed as waiving any rights of NJ TRANSIT under the Contract or to be an acceptance of the Project or any portion thereof nor shall it relieve the Consultant from any requirement or responsibility under the Contract or from replacing or revising unsatisfactory work for which it is responsible.

Deliverables:

1. Applications of Payment
2. Final Invoice

TASK 2.0 – Risk Management

The Consultant will conduct a risk assessment and management process that will as a minimum contain the following elements:

- **Preliminary Risk Identification** – The Consultant will develop a preliminary list of all risks (threats or opportunities) that currently exist. The

risks will be entered into the Risk Register. The preliminary Risk Register will be submitted to NJ TRANSIT for review.

- **Preliminary Workshop** – The Consultant and NJ TRANSIT will meet and review the preliminary Risk Register. The Risk Register will be refined to add or remove risks. Preliminary discussions will include who should own the risk and possible mitigation strategies.
- **Draft Risk Register** – The draft Risk Register developed at the preliminary workshop with NJ TRANSIT will be sent for review two (2) weeks before the Risk Workshop.
- **Risk Workshop** – A risk workshop will be scheduled and include a facilitator supplied by the Consultant. Smaller working groups of four (4) to six (6) participants will be established. Each working groups will be assigned specific risks to review, evaluate, assign ownership, perform a qualitative analysis and develop mitigation strategies. Each working group will present their risks and findings to the entire team.
- **Risk Register** – Following the meeting a composite Risk Register will be developed that lists the risks in priority order, includes ownership and mitigation strategies.
- **Risk Management Plan** – The Consultant will work with NJ TRANSIT to develop schedule and cost implications associated with each risk. The Risk Register will be circulated for review and comments each month and updated monthly to address comments. Risk is a dynamic aspect of every project and quarterly meetings will be held with NJ TRANSIT to update the Risk Register.

NJ TRANSIT has developed document formats and requirements for Programmatic submittals in conformance with reporting to be utilized in NJTRANSIT's Superstorm Sandy Recovery and Resilience Program. In order to maintain consistency, such requirements related to the Risk Assessment Reports and related submissions will be available to the Consultant subsequent to Contract award.

Deliverables:

1. Risk Management Plan, associated meetings and workshop findings, reports, updates of the Risk Register following Project Progress Meetings

TASK 3 - System Safety Management Plan (SSMP)

The Consultant shall prepare a SSMP to document the approach taken to perform safety and security activities which contains eleven (11) sections:

- Section 1: Management Commitment and Philosophy
- Section 2: Integration of Safety and Security into Project Development Process
- Section 3: Assignment of Safety and Security Responsibilities
- Section 4: Safety and Security Analysis
- Section 5: Development of Safety and Security Design Criteria
- Section 6: Process for Ensuring Qualified Operations and Maintenance

- Personnel
- Section 7: Safety and Security Verification Process (Including Final Safety and Security Certification)
- Section 8: Construction Safety and Security
- Section 9: Requirements for 49 CFR part 659, Rail Fixed Guideway Systems; State Safety Oversight
- Section 10: FRA Coordination
- Section 11: DHS Coordination

Deliverables:

1. SSMP – draft and final

B. TECHNICAL REQUIREMENTS BY PHASE AND TASK

1. PHASE 1A CONCEPTUAL DESIGN

Review of Preceding Design Work and preparation of Pedestal Pit Conceptual Design

Task 4.1a –Review of Preceding Design Work

The Consultant shall review the conceptual design prepared by URS Corporation, Inc. and develop a project plan to advance the final design. This includes but is not limited to the conceptual track design and foundation plans for the rail yard and platforms. The task shall also review the preliminary design of the platforms, canopies, station building/crew quarters, access ways and site work being designed by NJ TRANSIT for incorporation into the bid documents of this design effort.

Deliverables:

1. Letter outlining how the preceding design work is addressed and incorporated into the PMP.

Task 4.1b – Pedestal Pit

The Consultant shall prepare a feasibility report and conceptual design to construct a pedestal pit adjacent to the center island high level platform on the northern most track in accordance with NJ TRANSIT standard requirements for pedestal pit tracks.

The conceptual design shall include the following:

- a. Maximum length of pedestal pit that is in compliance with all American Railway Engineering and Maintenance Association (AAREMA) and NJ TRANSIT clearance requirements.
- b. Foundation and structural design. Including an analysis between cast in place and precast concrete.

- c. Storm drainage and treatment system.
- d. Electric supply, lighting and convenience outlets.
- e. Compressed air and hot and cold water for maintenance functions.
- f. Emergency egress from the pit to a safe area in the yard
- g. Staging, phasing and constructability issues.
- h. Construction cost estimate and schedule.

Deliverables:

- 1. Deliver one (1) electronic and ten (10) paper copies of the Pedestal Pit Conceptual Design and Feasibility Report eight (8) weeks from NTP.

2. PHASE IB: PRELIMINARY DESIGN

The Consultant shall review the conceptual design prepared by URS Corporation, Inc. and develop a preliminary design (30% level) that includes all information required to advance the final design. This includes but is not limited to the conceptual track design and foundation plans for the rail yard and platforms. The task shall also review the preliminary design of the platforms, canopies, station building/crew quarters, access ways and site work being designed by the NJ TRANSIT for incorporation into the bid documents of this design effort. This especially applies to the coordination of the track details and its relationship to the proposed platforms.

Task 4.2 - Preliminary Design:

General Requirements – 30% Submittal:

- a. Listing of all anticipated drawings.
- b. Base drawings showing the limits of all work.
- c. One (1) electronic and ten (10) paper copies of sufficient plans, typical sections and details to indicate the intent of the design.
- d. Project Definition Report (Draft). This report is intended to provide project assumptions and criteria in narrative format. Provide background and history for any significant changes. Provide description of project intent for those elements that cannot yet be shown clearly on drawings.
- e. Coordination will be required with other planned projects throughout the Hoboken complex and staging around the site and the street crossing.
- f. Preliminary calculations.
- g. Preliminary cost estimates and construction schedules.
- h. Specification format and outline, including list of applicable sections;

Task 4.3 - Update Design Criteria:

The Consultant shall review and update as necessary the design criteria established at the conceptual design stage.

Task 4.4 - Track Design:

- a. The Consultant shall refine the track alignment design and establish limits of work, impact of disturbance on existing surfaces and facilities, and limits of embankments and excavations. The Consultant shall establish and design to the governing design criteria based on horizontal and vertical geometry requirements, special trackwork designs, operating speeds, and vehicle characteristics. The Consultant shall work with NJ TRANSIT to determine locations for special trackwork, interlockings, and auxiliary configurations. Top of rail elevation shall be a minimum of 14.5.
- b. The vertical and horizontal alignments shall at a minimum consider the following during the preliminary design:
 - i.) Conflicts with existing utilities, foundations, `underground vaults, passage ways
 - ii.) Turnouts and crossovers at merges with existing rail lines
 - iii.) Property impacts, grades, clearances, impacts to operations and constructability
 - iv.) Clearance envelopes
 - v.) Verify clearances between tracks will allow for continued vehicular (maintenance and emergency) and pedestrian access to the terminal and yard facilities

Deliverables:

1. One (1) electronic and ten (10) copies of Preliminary Design plans and reports and an assessment of continued vehicular and pedestrian access to the Hoboken Complex

Task 4.5 - Civil Design:

- a. Preliminary civil construction plans shall be provided, depicting clearing and grubbing areas, site demolitions, locations of temporary and permanent roadways and sidewalks, removal of surcharge fill, installation of structural fill and proposed surface grading to an elevation of 14.5 at the station platforms and drainage, and location and configuration of all proposed structures such as retaining walls, platform foundations, relieving structure and support facilities.
- b. The proposed reconfiguration of the access roadway, sidewalks and other public access areas shall be clearly shown. Emergency egress paths shall be depicted on the drawings

- c. Provide civil construction plans for final configuration, and for construction staging
- d. Provide Typical Cross Sections for the project length.
- e. The Consultant shall also provide preliminary foundation design required for platforms and future crew facility.

Task 4.6 – Bridges, Buildings and Structures:

- a. The Consultant shall prepare a preliminary design, including configuration, layout and typical sections, for all new structures,
 - i.) Signal and Communication Enclosures
 - ii.) Control Rooms
 - iii.) Electrical Distribution Rooms
 - iv.) Retaining Walls
 - v.) Major Drainage Structures
 - vi.) Maintenance Access Features
 - vii.) Major Utility Supports
 - viii.) Catenary Poles
 - ix.) Access Ramps
 - x.) Marin Boulevard Rail Bridge
 - xi.) Viaduct from Marin Boulevard to Long Slip
 - xii.) High-level Platform Foundations
 - xiii.) Crew Quarters Foundation
- b. Preliminary structural construction plans shall be provided, depicting clearing and grubbing areas, site demolitions, locations of temporary and permanent roadways and sidewalks, removal of surcharge fill, installation of structural fill and proposed surface grading
- c. All abutments and retaining walls shall be designed and constructed with conventional cast-in-place reinforced concrete and rebar with no allowance for any Mechanically Stabilized Earth (MSE) retaining walls or structures. All bridge, abutment and retaining wall structures will be pile supported and integrated with existing structures. All bridge and deck work shall be constructed in accordance with:
 - AREMA Chapter 8 – Substructure
 - AREMA Chapters 8 and 15 – Superstructure
 - Ballasted Decking
- d. Platform foundation design and fill installation will require design reviews with the Port Authority of New York and New Jersey and structural monitoring may be required.
- e. The design effort shall also remain apprised of the URS Corporation, Inc. design work to create a filled working area and incorporate the URS Corporation, Inc. design for the lightweight concrete track mat, track area retaining walls and platform foundations The design shall also coordinate all

details and incorporate the NJ TRANSIT plans platform, station and related plans.

Task 4.7 - Traction Power/Electrical Design:

- a. The Consultant shall design the following items during preliminary design to successfully complete the project:
 - i.) Overhead Contact System (OCS)
 - ii.) OCS Foundations and Support
 - iii.) Transmission Line Routing
 - iv.) Electrical supply and lighting design
 - v.) Coordination of power needs with other projectsThe Consultant shall include in its proposal an allowance of 200 hours to relocate electrical feeders on the new catenary poles, to be used at the sole discretion of NJ TRANSIT. The Consultant shall not charge any time against this task, unless explicitly authorized to do so by NJ TRANSIT.
- b. Power is available at Mason Substation to energize the OCS required in this scope of work. Design shall include the installation of a Remote Terminal Unit (RTU) House that isolates the new OCS for maintenance functions. All work shall be in accordance with NJ TRANSIT's design standards and the Consultant shall coordinate design with NJ TRANSIT's Rail Electrical Traction Department.
- c. The Consultant shall perform a stray current control analysis, including interfacing between the new and existing systems and, propose stray current mitigation.

Task 4.8 - Signal System Design:

- a. The Signal system design and modifications will be done in-house by NJ TRANSIT. The Consultant shall coordinate their work with NJ TRANSIT as needed.

Task 4.9 - Cost and Schedule:

- a. The Consultant shall update cost and schedule estimates from the conceptual stage
- b. The estimates shall be developed and formatted to comply with Standard Cost Category (SCC) methodology. Up-to-Date unit prices shall be used.
- c. The construction cost estimates shall include quantified items for each type of work including costs of staging, safety and other associated items required for the protection of the Railroad and the public. The construction cost estimates shall include appropriate contingencies.

- d. Each project decision point will require an accurate accounting of cost impact. Cost data shall be current to the issues being considered and relevant to fluctuations in the marketplace.
- e. For scheduling, consider if there are segments of the construction work that can be segregated and go forward as advance projects.

Task 4.10 - Supplemental Survey:

- a. At the preliminary design stage, the Consultant shall supplement survey information from the conceptual stage as required.
- b. Update base maps for use in preliminary design documents.
- c. The Consultant shall provide survey support to the geotechnical investigation, utility relocation and environmental subsurface investigation programs.

Task 4.11 - Utility Relocation Preliminary Estimates:

- a. Update the utilities information collected and documented at the conceptual stage. The Consultant shall identify all existing and proposed utilities within and immediately adjacent to the site. The Consultant shall identify the locations of possible utility impacts or conflicts resulting from the project and determine the required improvement. The Consultant shall locate all types and sizes of utilities and prepare both existing utility and preliminary utility relocation drawings.
- b. The preliminary utility drawings shall include all facilities. The Consultant shall determine the utility owners' horizontal and vertical controls, and convert the survey data to comply with the project standards. The Consultant shall catalog data collected, and maintain file copies of source documents, such as deeds, licenses, plots, easements, or other documents used to locate utilities.
- c. The Consultant shall meet with utility owners and associated regulatory agencies to ascertain the requirements for permanent utility relocations, as well as for temporary supports and work-arounds as required during construction.
- d. The Consultant shall also develop preliminary utility cost estimates for all temporary and permanent work, including providing support during construction. The Consultant will prepare the necessary sketches, plans, and agreements, along with descriptions of work, to accompany utility permit applications. The Consultant will also be available to assist the NJ TRANSIT in preparing agreements for the correction of utility – related problems with the respective utility owners, if required.
- e. The Consultant shall develop the preliminary drawings in compliance with rules of the appropriate regulatory authority.

- f. The Consultant will provide necessary documents and applications required to permit rearrangement of utilities and/or secure easements.

Deliverables:

1. Existing and Proposed Utility Preliminary Relocation Drawings
2. Utility Cost Estimates
3. Utility Catalog and Files
4. Utility Agreements – Drafts and Final for reimbursement of engineering cost.

Task 4.12 - Geotechnical Investigations:

- a. After reviewing the conceptual design, the Consultant shall determine if additional borings and geotechnical investigation is required. The plan shall identify the locations at which additional subsurface information is required in order to ascertain the bedrock profile and quality of subsoils. The Consultant shall conduct the investigation and document the data and findings in a geotechnical report, providing an appropriate level of analysis as required to support final design, temporary support and underpinning design, and to determine constructability implications for all facilities and systems.
- b. The Consultant shall develop a boring location plan that will provide information for design and construction.
- c. The Consultant shall develop a plan for performing laboratory testing of representative samples from the borings.
- d. The Consultant shall conduct the boring and laboratory testing based on the approved plan. The Consultant shall implement the plan, conduct the testing, and prepare a report of results. The program shall include:
 - i.) Hiring a qualified drilling contractor
 - ii.) Monitoring of field work
 - iii.) Collecting, cataloging and storing samples and rock cores. The Consultant shall be responsible for the storage of all soil and rock core samples.
- e. The Consultant shall provide a site specific seismic analysis of the project site to assess the seismic characteristics for the site, anticipated earthquake levels, potentially dangerous geotechnical phenomena (e.g. fault movements), soil liquefaction potential and landslides, as appropriate.
- f. The Consultant shall prepare a comprehensive geotechnical report including foundation recommendations, filling of Long Slip and seismic considerations. The report shall include boring logs, subsurface soil profiles, and analysis for each geologically discrete project element.

Deliverables:

1. Geotechnical Investigation Plan, Boring and Testing Program
2. Boring Plan and Profiles

3. Geotechnical Report, with boring logs and analysis for each geologically discrete project element – within 210 days of Preliminary Design Notice to Proceed

Task 4.13 - Environmental:

a. Environmental Subsurface Investigations

- Incorporate the Soil Management and Reuse Plan into the Environmental Health and Safety Plan provided by NJ TRANSIT
- Incorporate permit conditions in the plans and specifications including but not limited soil erosion, soil management, construction within the flood hazard area.

Deliverables:

1. All due diligence as required to meet Project Schedule
2. Permitting

The Consultant shall support the permit process by others including descriptions of the project components, providing in progress design drawings and enhanced graphics of the design plans for reporting purposes.

Task 4.14 – Optional Pedestal Pit:

If directed by NJ TRANSIT the Consultant shall complete the Preliminary Design of the Pedestal Pit in accordance with the Conceptual Design and Feasibility Report that was accepted by NJ TRANSIT. This Task will be authorized at the sole discretion of NJ TRANSIT. The Consultant shall not charge any time against this task, unless explicitly authorized to do so by NJ TRANSIT.

Task 4.15 - Value Engineering:

- a. After the Preliminary Design has been submitted, the Consultant shall provide Value Engineering (VE) using a separate firm specializing in VE. The VE study will include the design for the new passenger platforms, crew facility and the Long Slip Yard.
- b. The Consultant shall cooperate fully with the VE Team, participate in the process and provide all technical data as required.
- c. In order for the Value Engineer to perform the VE design review, the Consultant shall provide the following:
 - Five (5) hardcopies and electronic pdf of Draft Feasibility Report
 - access to project documents
 - one (1) copy of design, cost estimate and schedule calculations
- d. A one (1) week VE workshop will be held.

- The Consultant shall attend an introductory session the morning of the first day of the VE workshop.
- During the week that the VE workshop is being conducted, the Consultant's design team shall be available at their regular places of work to communicate with the Value Engineer's team to answer questions regarding the project design.
- Approximately ten days after the conclusion of the VE workshop the VE firm shall provide NJ TRANSIT and the design Consultants with a preliminary copy of the Value Engineering's design review report. The report will contain VE recommendations and claimed cost savings that could be realized by the NJ TRANSIT, if they were to accept the VE recommendations. The design Consultants shall review the VE design review reports. The design Consultants will submit written comments on each VE recommendation. The comments shall include potential impacts caused by the VE recommendation, such as schedule delays, re-design cost, and impact on other work and construction costs. The comments shall include the Consultant's opinions of the VE recommendations and their own recommendation as to whether the VE recommendations should be accepted or rejected. The comments are to be submitted to NJ TRANSIT no later than seven calendar days after the presentation meeting described below.
 - Approximately five days after receipt of the preliminary VE report a presentation meeting with the design Consultant, Value Engineer and NJ TRANSIT shall be held. The purpose of the meeting is for the Value Engineer to present the basis for their VE recommendations and claimed cost savings. The design Consultant will be allowed to question the rationale of the VE recommendation and the cost savings.

Deliverables:

1. Provide PE Feasibility Report copies and Documents/Data to VE participants as required
2. PE VE Report Review comments within 14 days of receipt of VE Report

Task 4.16: As-Directed Preliminary Design

The Consultant shall include in its proposal an allowance of 1500 hours in excess of the hours necessary to complete all the work previously described, to be used at the sole discretion of NJ TRANSIT. The Consultant shall not charge any time against this task, unless explicitly authorized to do so by NJ TRANSIT.

3. PHASE II: PREPARATION OF FINAL PLANS, SPECIFICATIONS, AND ESTIMATES

Complete plans and specifications for the proposed project based on Phase 1B Preliminary Design shall be submitted during this phase along with all other permits, bid estimates, and construction documents necessary. Three (3) review submissions at 60%, 90% and 100% levels are required. The plans shall

incorporate the retaining walls and lightweight concrete mat plan for the Long Slip Rail Yard area, and comport with the NJ TRANSIT platform and station design to be included in the bid documents for this project.

Task 5.1 - Design Development (60% Complete Documents)

The Consultant is responsible for ensuring that, at a minimum, the following items are complete at the end of 60% design and engineering.

- Updated listing of all anticipated drawings
- All general drawings and other drawings progressed to 60% level of detail such that a reviewer will be able to understand all major design elements. Include staging drawings or special conditions indicating the staging of the work with railroad operations or other, critical work restrictions.
- Project Definition Report (Final)
- First draft of major specification sections (CSI Format)
- 60% level construction cost estimate and construction schedules.
- 30% review comments and responses report. 30% review comments shall be incorporated into the 60% documents

Deliverables: One (1) electronic and eight (8) paper copies of the construction documents including drawings, specifications, calculations, project construction schedule, and cost estimates. The drawing allocation shall include six (6) half-scale sets of prints, one (1) full size set of prints, and one (1) half-scale reproducible set of originals.

Subtask 5.1.1 – Optional Pedestal Pit

If directed by NJ TRANSIT the Consultant shall complete the 60% Design Documents in accordance with the Preliminary Design and all comments received from NJ TRANSIT. This Task will be authorized at the sole discretion of NJ TRANSIT. The Consultant shall not charge any time against this task, unless explicitly authorized to do so by NJ TRANSIT.

Task 5.2 - Final Design (90% Complete Documents)

The Consultant is responsible for ensuring that, at a minimum, the following items are complete at the end of 90% design and engineering.

- Completed drawings sufficient to clearly indicate magnitude and intent of the design. 90% submission shall be complete such that the design can be progressed seamlessly towards final drawings without the need for redesign or re-engineering.
- All specifications sections (CSI Format)
- Completed constructability review with report
- Completed staging requirements
- 90% level cost estimates and construction schedules, prepared item by item, developed where appropriate using labor, materials, equipment and

productivity/ efficiency factors (e.g., accounting for night, overtime, weekend, train operations interruptions, etc. work).

- 60% review comments and responses report. 60% review comments shall be incorporated into the 90% documents

Deliverables: One (1) electronic and eight (8) paper copies of the construction documents including drawings, specifications, calculations, project construction schedule, and cost estimates. The drawing allocation shall include ten (10) half-scale sets of prints, one (1) full size set of prints, and one (1) half-scale reproducible set of originals.

Task 5.2.1 – Optional Pedestal Pit

If directed by NJ TRANSIT the Consultant shall complete the 90% Design Documents in accordance with the 60% Complete Design Documents and all comments received from NJ TRANSIT. This Task will be authorized at the sole discretion of NJ TRANSIT. The Consultant shall not charge any time against this task, unless explicitly authorized to do so by NJ TRANSIT.

Task 5.3 - Final Design (100% Complete Documents)

The Consultant is responsible for ensuring that, at a minimum, the following items are complete at the end of 100% design and engineering.

The final review 100% documents shall include:

- Completed design drawings for disciplines/systems/staging specified for Design Development
- Completed technical specifications (CSI Format)
- Assistance in the preparation of Special Provisions, as required;
- An estimate of quantities and a final detailed cost estimate formatted in the form of the Bidders Proposal, including unit prices where appropriate; and documentation of analyses used to establish unit and lump sum prices;
- Utility agreements, plans, and evidence of coordination with utility facilities affected by the project;
- Bidders' proposal form by discipline, including quantities where appropriate;
- 90% review comments and responses report. 90% review comments shall be incorporated into the 100% documents
- Proposed project construction schedule

At this submission, **ALL PLANS AND SPECIFICATIONS MUST BE COMPLETE**; no missing drawings/sections shall be allowed. The Consultant shall submit drawings and other related data as set forth above for NJ TRANSIT review and approval.

Deliverables: one (1) electronic and eight (8) paper copies of the construction documents including drawings, specifications, project manual, project

construction schedule, and cost estimates. The drawing allocation shall include six (6) half-scale sets of prints, one (1) full size set of prints, and one (1) half-scale reproducible set of originals. The half scale and full size drawing are also to be submitted individually as PDF files.

Task 5.3.1 – Optional Pedestal Pit

If directed by NJ TRANSIT the Consultant shall complete the 100% Final Design Documents in accordance with the 90% Complete Design Documents and all comments received from NJ TRANSIT. This Task will be authorized at the sole discretion of NJ TRANSIT. The Consultant shall not charge any time against this task, unless explicitly authorized to do so by NJ TRANSIT.

Task 5.4 - Peer Review

At the 60% and prior to Final design levels, the Consultant shall conduct a Peer Review of its design in order to validate that the overall engineering and quality objectives of the Long Slip Yard Project have been successfully addressed. One of the primary objectives shall be to assure that the integration of the different systems and disciplines are advancing the project successfully. The Peer Review will also include a constructability review and analysis of construction cost estimates and proposed follow-on contract packaging suggestions prepared by the Consultant. The Peer Review team shall consist of senior engineering personnel from the Consultant design team firms who are not associated with or have had any knowledge or involvement with the technical details of the Long Slip Yard Project prior to being assigned to the team. The review team may also involve other transit agency personnel, third party Consultants/Contractors and/or FTA/PMO personnel. The Peer Review team personnel shall be approved by NJ TRANSIT and will include selected NJ TRANSIT personnel. Information and data to be presented during the Peer Review shall not be made available to any member of the Peer Review team prior to the review. The Peer Review discussion and results will be documented in a report within seven (7) days of the completion of the Peer Review.

Deliverables:

1. Peer Review Report

Task 5.5 - Interagency Coordination – Final Design

This task is to provide assistance/services to NJ TRANSIT during the course of the design effort, which may require/involve coordination with various Federal, State, County or local authorities. The Consultant would be looked upon to provide services such as:

1. Attend meetings and events, assisting NJ TRANSIT in accordance with an environmental or community information program. Record and prepare minutes of all meetings.

The Consultant shall allow 500 hours for Task 5.5, to be used at the discretion and direction of NJ TRANSIT. The Consultant shall not charge any time against this allotment, unless explicitly authorized to do so by NJ TRANSIT. Coordination with the Port Authority of New York and New Jersey is considered part of the design and shall not be charged to this Task.

Task 5.6 - As Directed – Final Design

The Consultant shall include in its proposal an allowance of 1,000 hours in excess of the hours necessary to complete all the work previously described, to be used at the sole discretion of NJ TRANSIT. The Consultant shall not charge any time against this task, unless explicitly authorized to do so by NJ TRANSIT.

Task 5.7 - Construction Bid Package

At the 100% design and engineering stage, the technical specifications and prints of the final drawings (which include revisions incorporated as a result of the final review), undergo one final review. The approved drawings and specifications (known as the contract drawings or construction bid documents) are then used by NJ TRANSIT in the procurement process to solicit construction services and equipment for the project.

1. The Consultant shall prepare Final Design Documents signed and sealed as appropriate. Final Design Documents shall be submitted to NJ TRANSIT for approval. Final drawings and specifications shall set forth in detail the requirements for the construction of the entire project including necessary bidding information. The Consultant shall also assist in the preparation of the complete bid package.
2. The final bid package shall include:
 - Fully completed drawings for disciplines/systems specified in the final review
 - Fully completed technical specifications using the format of the Construction Specifications Institute (CSI)
 - Special Provisions
 - An estimate of quantities and final detailed cost estimate, including unit prices where appropriate, along with documentation of analyses used to establish unit and lump sum prices;
 - Utility agreements, plans, and evidence of coordination with utility facilities affected by the project;
 - Bidder proposal form by discipline, including quantities, where appropriate;
 - Construction staging plans and temporary signage plans as equipped for each stage of construction; and
 - Proposed project construction schedule
3. The Contract Drawings are to observe the following signature procedures:

- The Consultant shall sign and seal all drawings prepared by the Consultant with a New Jersey Professional Engineer or Registered Architect.
- Any Subconsultant shall sign and seal its own drawings. The Consultant's logo shall appear on each drawing prepared by a Subconsultant.

4. Design Calculations and Diagrams

- a. The Consultant shall submit complete design computations and design drawings covering all foundations, structural framing and supports such as primary framing members, bracing, etc.
- b. Calculations shall clearly distinguish between new and existing construction. Documents from which existing dimensions and existing member properties were obtained shall be referenced in the calculations.
- c. All engineering calculation sheets shall be numbered, dated and indexed. The index sheets shall define the total number of the sheets submitted and shall bear the seal and signature of an experienced engineer holding a Professional Engineer's License in the State of New Jersey and who is familiar with and in responsible charge for the design.
- d. If computations are submitted in computer printout form, furnish the following:
 - i. Descriptions and proof adequacy of the program. The description of each program shall include:
 - Type of problems solved by the program;
 - Nature and extent of the analysis;
 - Assumptions made in the program;
 - Instructions for interpreting the computer output format.
 - ii. The design criteria used and the diagram showing the loading conditions and loading combinations.
 - iii. The design constants and equations used, including all references.
 - iv. Indexed and clearly identified input and output sheets for the entire structure or for those portions of the structure which will be sufficient to enable NJ TRANSIT to evaluate the structure.
 - v. A clear diagram of all member forces (axial, shear, bending, or other forces as appropriate) for each loading condition controlling the design.

5. Construction Schedule

- a. Provide an estimate of the time required to complete construction. Present the Construction Schedule in bar chart form using days, weeks or months as appropriate for the limit of time. The schedule is to indicate coordinated construction activities including NJ TRANSIT track outages. This Construction schedule is for NJ TRANSIT project control purposes only, and will not be for use by any Contractor.
- b. Determine from the project plan the delivery time required for long-lead time apparatus and material. Prepare material lists for all long-lead or NJ TRANSIT supplied materials, equipment and apparatus, and submit to NJ TRANSIT for approval and advertising for bids.

6. Construction Bid Services

The following construction bid services shall be provided as part of this task:

- Answer questions asked of NJ TRANSIT staff by bidders during the bid period
 - Review contractor's bid documents for conformity with technical requirements and completeness of response of the bid package and reasonableness of bid quoted.
 - Prepare bid document addenda including Contract Drawing revisions and engineering calculations, as necessary or as requested by NJ TRANSIT for NJ TRANSIT approval and issuance. Furnish originals for final printing.
 - Conform all contract drawings to Addenda as directed by NJ TRANSIT after award of the construction contract. All contract drawings must be conformed and marked as such within one month of the construction bid opening date.
 - NJ TRANSIT shall address bid questions regarding the platform, canopy, and its respective design drawings.
7. The Consultant shall exercise reasonable care in the preparation of contract documents to conform to all applicable code requirements in effect at the time of issuance of the contract documents. As previously mentioned, the approval of plans and specifications which have been submitted and received by NJ TRANSIT is not to be construed as authority to violate, cancel or set aside any provisions of applicable codes or this contract.

The Consultant shall be liable to NJ TRANSIT for any costs incurred to correct, modify or redesign any drawings submitted by the Consultant that are found to be defective or not in accordance with the provisions of this agreement as a result of any act, error, or omission on the part of the Consultant, agents, servants or employees. The Consultant shall be given reasonable opportunity to correct any deficiencies at no additional cost to NJ TRANSIT.

Deliverables: 100% complete documents (Construction Bid Package). Ten (10) copies of the construction documents including drawings, specifications, project manual, project construction schedule, and cost estimates. The drawing allocation shall include (1) full size reproducible set of originals, five (5) full size sets of prints. Half scale and full size drawings are also to be submitted individually as PDF files.

4. PHASE III: CONSTRUCTION SUPPORT SERVICES

Construction support services would begin with a review and updating of the previously prepared documents, and continue through the construction contract period until closeout. Review of significant shop drawings, attendance at selected progress meetings, and similar support service will be required. It is not, however, an opportunity to correct or complete design elements at NJ TRANSIT expense. Involvement will be at the request and under the direction of the NJ TRANSIT Project Manager.

As part of the services performed under this task, the Consultant will be expected to attend one pre-construction meeting, and selected construction progress meetings.

Task 6.1 - Response to Questions

As necessary throughout the construction period, the Consultant will provide the required technical expertise necessary to respond to any design document related question, request for clarification, etc. This service shall be available for issues brought forward by NJ TRANSIT, the prime contractor, his subcontractors, or any related or impacted Federal, State, County or municipal entity. Consultant activities under this Task will be undertaken only as requested by the NJ TRANSIT Project Manager. This task does not include a response to any questions related to NJ TRANSIT in-house designs but the Consultant shall review and provide comments on the draft responses prepared by NJ TRANSIT.

Task 6.2 - Change Order Preparation/Evaluation

When requested by NJ TRANSIT, the Consultant will assist in the review and analysis, and provide recommendations on Contractor requests for change and change orders through the preparation of detailed cost estimates. Cost estimates shall include material quantities and cost, labor quantities and all direct and indirect costs, and an analysis of the contractor's proposal for alternate methods and materials. This task does not include change orders related to the NJ TRANSIT in-house design of the platforms, canopies and station/crew quarters structure although the Contractor shall remain apprised of these activities.

In addition, the Consultant will prepare all necessary change order documents (designs, specifications, cost estimates, schedule analysis, etc.) as required by NJ TRANSIT for effective change order evaluation, negotiation and construction.

Task 6.3 - Shop Drawing Review and Material Approvals

The Consultant shall review and approve all project design related shop drawings and material submittals as designer-of-record. These reviews and approvals shall be completed and returned no later than ten (10) working days after receipt from the Construction Manager/Contractor. This task does not include a review of submittals related to the NJ TRANSIT in-house design of the platforms, canopies and station/crew quarters structure. However, the Consultant shall remain apprised of the submittals, reviews and responses for these items.

Task 6.4 - Punch List Inspection/Development and Certification of Substantial Completion

The Consultant will participate in the inspection and assist in the development of the final punch list to be received by the contractor prior to Final Acceptance. Under this Task, the Consultant will also provide the necessary services to qualify or not qualify the project as “substantially complete” and offer documented notification of same. This task does not include a review of submittals related to the NJ TRANSIT in-house design of the platforms, canopies and station/crew quarters structure. However, the Consultant shall remain apprised of the punch list, reviews and responses for these items.

Task 6.5 - Final Inspection/Project Inspection

As the designer of record, the Consultant will participate in the final project inspection following completion of punch list activities, and provide NJ TRANSIT with formal written notification of project acceptance. This task does not include a review of the inspections related to the NJ TRANSIT in-house design of the platforms, canopies and station/crew quarters structure. However, the Consultant shall remain apprised of these the punch list, reviews and responses for items.

Task 6.6 - As-Built Drawings

Upon the completion of construction, the Consultant will be required to modify the original contract drawings to reflect “as-built” conditions. The construction management forces and/or the contractor will furnish the “as-built” information to be verified and incorporated. Three (3) mylar sets and one (1) set on disc or CD ROM of “As-Built” Contract Drawings will be required prior to any payment of the Consultant under this task item. This task does include the preparation of as-built drawings related to the NJ TRANSIT in-house design of the platforms, canopies and station/crew quarters structure in order to provide a conformed set of plans.

Task 6.7 - Design Support – As-Directed

The Consultant shall provide design support services as directed to facilitate the construction or to achieve cost savings.

The Consultant shall include in its proposal an allowance of 1,000 hours to be used at the sole discretion of NJ TRANSIT. The Consultant shall not charge any time against this task, unless explicitly authorized to do so by NJ TRANSIT.

C. GENERAL PLAN AND SPECIFICATION REQUIREMENTS

The Consultant shall provide all necessary architectural and engineering services required to prepare all surveys, contract plans, technical specifications, and a detailed cost estimate and bid documents for all sections of the proposed work. The construction plans shall be laid out on a 24" x 36 sheet with standard NJ TRANSIT title box and shall consist of: Key Map, Location Map, Estimate of Quantities, Distribution of Quantities sheet, Site Plan, Elevations, Sections, Typical Sections Standard Details, etc. Certain copies of design development drawings may be half-size. Specifications and supplemental specifications shall conform to CSI format or other acceptable format as pre-approved by NJ TRANSIT. Use of graphics shall conform to the NJ TRANSIT Sign Standards Manual. All contract documents must be made with a computer-assisted drafting program so long as the elements specified above are included. Microstation (Release No. V8) or AutoCAD Release 11 shall be used and two sets of disks containing final design shall be submitted to NJ TRANSIT using media and formats acceptable to NJ TRANSIT. In addition to the hard copy submissions, the Consultant shall also provide electronic files of all documentations submitted in each phase in the following format:

- Reports and specification files should be on MS Word application.
- Design Drawings (Preliminary, 30%, 60%, 100% and the final bid plans should be on Microstation or AutoCAD)
- The final bid package including, but not limited to, the signed and sealed plans, design calculations and specifications should be on PDF files.

D. PERMIT REQUIREMENTS

It shall be the responsibility of the Consultant to identify, pursue and secure all permits related to the project, specifically its design, construction and initial operation. This is to include, but not necessarily be limited to, all applicable local, State and Federal requirements regarding environmental issues, building codes, construction, etc. This task does not include NJDCA plan review and release related to the NJ TRANSIT in-house design of the platforms, canopies and station/crew quarters structure although the Contractor shall remain apprised of these activities.

E. OWNERSHIP OF WORK

All work products produced by the Consultant in accordance with this contract shall become the sole property of NJ TRANSIT. Work products include, but are not limited to: field notes, records, reports, computations, calculations, work sheets, sketches, drawings, specifications, cost estimates, laboratory data, test

results, correspondence, computer records and all other products resulting from the Consultant work performed under this contract.

V. PROPOSAL REQUIREMENTS

The proposal package shall consist of one (1) original and seven (7) copies of the Technical Proposal prepared on 8½" x 11" paper. A limited number of 11" x 17" fold-out sheets for exhibits are acceptable. All pages are to be sequentially numbered.

Clear and concise proposals are sought. Elaborate proposals and artwork, expensive paper and bindings, and expensive visual and other preparation aids are not necessary or desirable.

Proposals are to be delivered to NJ TRANSIT on or before the time specified in the RFP cover letter and once submitted become the property of NJ TRANSIT.

Proposals shall be valid for the period of time it takes to negotiate an agreement and execute a contract with the successful firm. Said period of time is not expected to exceed three (3) months from the date of proposal receipt. A duly authorized official of the firm or joint venture must sign such proposals.

Should the proposal contain data which the firm does not want disclosed for any purpose other than evaluation of the proposal, such data may be so restricted, provided the firm identifies the appropriate pages of the proposal and places a label on those pages.

A. TECHNICAL PROPOSAL FORMAT

Technical Proposals shall include the necessary data to establish the firm's expertise and qualifications to accomplish all Tasks as set forth in the Scope of Services. Technical Proposals shall reflect and include the necessary level of effort required to advance the proposed project through completion of construction. Firms are urged to be clear and concise in the preparation of proposals.

Technical Proposals shall follow the format outlined below (Refer to Attachment E).

COVER LETTER: The cover letter should summarize key points of the proposal and include any introductory or explanatory remarks. The Consultant shall demonstrate an understanding of the overall project objectives, areas of concern and technical/managerial approaches to be emphasized in pursuing this work.

QUALIFICATIONS OF FIRM(S): This section shall contain pertinent information about the project organizational structure of the team and the number of personnel required for the project. Consultant shall show the availability of professional and technical staff exclusively for this project. Also show anticipated

workload for the duration of this project, taking into account resources involved with existing proposals and active projects.

The firm's Project Manager shall have demonstrated a minimum of ten (10) years of relevant project experience with a significant portion managing large, interdisciplinary rail infrastructure design contracts.

Related experience is essential. Particular emphasis will be placed on previous design of **rail infrastructure in a major yard or terminal that will remain in service during construction**. Show that the firm has successfully completed at least two (2) previous design contracts of which one (1) will be of similar scope to this RFP and been completed within the past five (5) years.

Where describing relevant experience, note each firm's role in the context of the client's overall project, study, program, etc., and the role of any key individuals proposed here, in the context of the firm's overall responsibility, if applicable.

FULL-TIME OFFICE CERTIFICATION: This section shall contain the Consultant's certification that a full-time office will be maintained during the project period, and that the Consultant's Project Manager can be reached through this office during regular working hours. Also, identify other offices, their proximity in miles to the sites where work will be performed and the type and amount of work to be performed at these locations.

QUALIFICATIONS OF INDIVIDUALS: This section shall contain the names and concise experience records of the Consultant's Project Manager and other key managerial and technical personnel assigned to the project. The number of person-hours each will devote to individual project Tasks must be shown. Specific design and construction skills/strengths and any other relevant experience should be highlighted. In describing related experience, explain the role of each individual's and firm's assignment in the context of the client's overall project, study, program, etc.

Resumes for the Consultant's Project Manager and other key managerial and technical personnel assigned to the project are to be included in this Section and shall cite formal education, professional licenses and certifications, work history, and training in industry skills.

KEY PERSONNEL CERTIFICATION: This section must contain a certification that the listed key personnel are presently employed by the Consultant, or will be on board, and will be assigned to the project in the manner prescribed.

REFERENCES: Reference checks will be made based on the information supplied in this section, and the information gathered will be used to validate information contained in the Technical Proposal and evaluate the abilities of the Consultant in all the aspects of quality, budget, responsiveness and expertise. Listed references, therefore, should be pertinent and recent (within the last five years), and the contact person should have had direct involvement with the Consultant and the project.

A minimum of three client references must be provided for each firm on the consulting team for completed assignments similar in scope and magnitude to the NJ TRANSIT project to be undertaken.

A minimum of three client references must be provided for the Consultant's Project Manager.

A minimum of three client references must be provided for each key project staff member. References must include client firm/agency name, client project contact name, title, current address and telephone number, name of project, start and end dates of assignment, key firm personnel involved, and description of the assignment.

In addition, each firm having performed services for NJ TRANSIT, as a prime Consultant or subconsultant, must provide references as stated above for all prior NJ TRANSIT projects.

Firms having performed services for NJ TRANSIT will be evaluated on the basis of their history of compliance with all contract provisions, including but not limited to: quality assurance, budget adherence, insurance and indemnification responsibility provisions.

TECHNICAL SECTION: This section shall contain the Consultant's work plan for accomplishing the project. The work plan shall address all tasks described in this Request for Proposal and shall include a description of how the Consultant's time schedule for project completion will at least meet or better the time frames provided. This section most importantly shall contain each key individual's past work experience that demonstrates the ability to design a project of similar scope and magnitude.

The Consultant is encouraged to provide additional narrative on the services to be performed, which can be used to evaluate the Consultant's understanding of the objectives and overall purpose of the project; the Consultant's relative specialized experience; technical competence and application of innovative techniques in connection with particular tasks and activities; and the Consultant's ability to progress the project in a systematic, straightforward, logical manner.

Embellishment of suggested improvements on the work plan as described in this Request for Proposal should be noted in this section.

TEAM ORGANIZATION/RESOURCE ALLOCATION: This section shall address the proposed management structure, manpower allocation, and assigned individuals for performing the scope of services. Include a clear description of how the management structure and assigned personnel fit into the scope of services (previously described), how staff assignments will vary over the project time frame and an explanation of the relationship of the Project Manager to the top management of the firm, and the extent of his/her authority and responsibility. All other project positions and relationships comprising the project's

organizational structure will be presented. The following information shall be included in this section:

Team Organization Chart showing the reporting and contractual relationships of all firms included in the proposal.

Matrix – Person-Hours (by name and level) by Firm showing, by Phase and Task, the total person-hours for the entire team and separately for each firm included in the team. The Consultant will calculate percentages for person-hours for each Phase/Task for the whole team. In addition, the percentage of person-hours allocated to DBE firms, by Phase and Task, should be shown.

Organization and Staffing Chart showing the organization of key personnel by name, title and reporting relationship.

Matrix – Person-Hours by Individuals showing, for each professional staff member, the number of person-hours proposed for each Phase and Task. Professional staff includes all key staff members, including: project manager, task leaders, discipline leaders, and all project engineers and technical support personnel. Separate categories will be used to show labor hours for each of the following classifications: technicians, drafting, clerical/word processing. Individuals need not be named for these categories. The percentage of person-hours allocated to DBE firms should also be shown.

QUALITY ASSURANCE PLAN: This section shall describe the Consultant's Quality Assurance/Quality Control Plan as it relates to this project as well as the firm's overall QA/QC program. This section is not intended for inclusion of the complete QA/QC Plan, but should be detailed enough to provide for a clear understanding of the firm's process.

SCHEDULE: The Consultant shall prepare a schedule consistent with Attachment A for completion of all tasks identified in the Request for Proposal.

PROPOSERS ARE REQUIRED TO PROVIDE ONE (1) ORIGINAL COPY OF THE FOLLOWING IN A SEPARATE SEALED ENVELOPE.

CONSULTANT CERTIFICATIONS: The Technical Proposal shall also include the certifications and affidavits required under this solicitation (e.g., Acknowledgment of Receipt of Addenda, Non-Collusion Affidavit, Contractors Certification of Eligibility, Affidavit of Compliance, Certification of Grants, Loans & Cooperative Agreements, Business Registration Certificate, Ownership Disclosure, Source Disclosure, Disclosure of Investment Activities in Iran and Public Law 2005, Chapter 271 Vendor Certification and Political Contribution Disclosure Form).

CONTRACT REVIEW: The Consultant shall review NJ TRANSIT's Professional Services Agreement (Exhibit 1) and identify and submit to NJ TRANSIT with its Technical Proposal any proposed modifications to the Agreement. **All exceptions, clarifications, and modifications must be specifically identified and explained in a clearly identified section of the Consultant's technical**

proposal. Consultant's standard terms and conditions will not be considered as an exception, clarification, or modification. Exceptions, clarifications or modifications to NJ TRANSIT's Professional Services Agreement that are not provided with the Technical Proposal will not be entertained.

B. ORAL PRESENTATION FORMAT

Oral presentations shall be made before the TEC and shall consist of an introduction of the Consultant's project team, a general discussion why the team should be selected for the project, and a detailed account of the particular experience of each major team member. The oral presentations shall also include the methodology and approach that the Consultant proposes to use in the development of the design and explain in necessary detail the basis why this approach was chosen as well as any applicable projects where this approach was used in the past.

The oral presentation period will be scheduled for a maximum of one and a half (1.5) hours for each proposer. Each proposer shall be granted up to 45 minutes for highlighting significant points of interest to NJ TRANSIT. The balance of the presentation shall be reserved for discussions, with the Technical Evaluation Committee (TEC) members, on any and all subjects in regards to the written proposal, oral presentation and other project issues as deemed relevant by the TEC.

Attending and participating in the oral presentation shall be members of the proposed firm/team who will play the key and significant roles in managing the project. Attendance shall enable each TEC member to become acquainted with the individuals so designated.

C. COST PROPOSAL FORMAT

NJ TRANSIT will request a cost proposal from the highest technically qualified firm.

All proposed expenses will be evaluated to determine their reasonableness and whether they are allowable and allocable. The Federal Transit Administration Cost Standards (Federal Acquisition Regulations Part 31; FAC 84-16, 17, 19) will be used as the guideline in determining the reasonableness of Consultant costs.

One (1) original and three (3) copies of a cost proposal will be requested from the highest ranked firm as determined in accordance with Section VI. The firm must provide a detailed Cost Proposal within seven (7) days of the receipt of the written or verbal notification from NJ TRANSIT regarding their selection. If the firm cannot provide its cost proposal within seven (7) working days of request, NJ TRANSIT reserves the right to begin negotiations with the next highest ranked proposer. The cost proposal shall be presented in a person-hour allocation format by discipline and title and shall be separated by salary rate as indicated

herein. The format in the cost proposal sheets provided by NJ TRANSIT in Attachment D shall be used for the preparation of the Cost Proposal.

Person-hours by discipline and title shall be separated by Phase, Task, Subtask, and by salary rate. Direct expenses shall be itemized separately by category for each Phase, Task and Subtask. Direct expenses to the Consultant are in addition to the compensation for payroll additives, salaries and profit, and include actual expenditures made by the Consultant's technical employees and professional Consultants for such expenses as:

1. Travel, sustenance and lodging - NJ TRANSIT shall reimburse the Consultant in accordance with the NJ TRANSIT Travel Policy (see Exhibit 2 - Travel & Business Reimbursement Guidelines).
2. Model(s).
3. Reproduction of drawings, specifications and bid packages including plan sets, technical specifications and special provisions for proposal purposes.
4. Testing.
5. Special Equipment.
6. Subcontracts less than \$10,000.
7. All permits and approvals necessary for completion of design. Also, fees associated with the review of plans and specifications for conformance to building codes (i.e., NJDCA, NJDEP, etc.). Where possible, NJ TRANSIT will pay permit fees directly.
8. Expense of the premium portion for overtime work requiring higher than regular rates, when authorized in writing by NJ TRANSIT.

The person-hours and direct expenses shall be summarized by Phase, Task and by firm in the Consultant's cost proposal and include overhead, profit, etc. Overhead and profit assumptions are to be shown as per Attachment D. Direct salary cost is defined as base salary paid to technical employees (excluding mandatory and customary benefits such as statutory employees' benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits). Technical employees include engineers, designers, job captains, draftsmen, specification writers and the like, in consultation, research, inspection, design, drawing production, specification development and other similar services pertaining to the project.

If clerical support is required and if it is not included in overhead or direct expenses, it must be itemized in the same fashion as other staff in the proposed cost detail.

Finally, a summary of the cost proposal for each firm included in the proposal is required, showing fees for the basic work program, as shown in Attachment D "Cost and Fee Recap - Team." The same summary, but for the entire proposal is also required, as shown in Attachment D " Cost and Fee Recap - Firm ".

Firms shall state and specifically identify the percentage of DBE participation by Phase, Task and Subtask.

The contract will be a cost plus fixed fee type with a maximum amount not to be exceeded. The profit (fixed fee) shall be negotiable on a task-by-task basis and shall not exceed ten percent (10%) on labor, overhead and fringe costs; there should be no profit on direct expenses. No overhead burden of profit (fixed fee) is allowed on subcontracting or direct costs.

Each Phase, Task and Subtask in this contract will have a specified amount identified equal to the negotiated proposed cost for each Phase, Task and Subtask. Expenditures greater than the identified amount and incurred by the Consultant during the course of the execution of the Contract shall not be reimbursed unless previously approved by NJ TRANSIT prior to the performance of the work.

The firm must demonstrate its financial capability, including financial resources to sustain operations between the time expenses are incurred and the time payment is made. The proposal shall include the latest year-end financial statement as prepared by an independent auditing firm.

Each firm on the Consultant's team must submit a listing of the items charged to the project overhead rate and the corresponding percentages. Overhead rates are not restricted, but must be documented by a recent (within the past three years) State, Federal or independent certified accounting firm audit. Each firm is also required to submit their overhead projections in schedule format for the duration of the project.

All costs, including indirect cost items are subject to negotiation. NJ TRANSIT intends to negotiate provisional indirect cost rates, which are subject to audit and downward adjustment only.

DBE FORMS & AFFIDAVITS

The Cost Proposal shall also include the required DBE forms and affidavits. The Consultant shall refer to the DBE Requirements for Federally Funded Procurement Activities (Exhibit 4) included in the RFP for the requirements concerning the DBE obligations and mandatory submissions for this contract. In accordance with those requirements, the Consultant shall identify all DBE and Non-DBE subconsultants and suppliers proposed to participate in and solicited for this contract, and complete and submit the mandatory required forms (A, A1, A2) and any applicable supplemental forms (AA, AA1, AA2) with their proposal or within seven (7) calendar days of the proposal due date. Consultants are strongly encouraged to submit these forms with the proposal to prevent delay of award.

Consultants utilizing DBE firms and/or suppliers to participate in this contract shall also submit the mandatory Forms B and BB if applicable and a NJUCP DBE certification letter for each DBE firm/supplier in accordance with the same time frame indicated above. All forms shall be completed entirely with no blank fields.

VI. METHOD OF SELECTION

A. PROPOSAL DISTRIBUTION

NJ TRANSIT will provide a copy of each technical proposal to members of the Technical Evaluation Committee (TEC). This committee will consist of members from various departments within NJ TRANSIT. Duties of the committee will include:

- Evaluation and rating of technical proposals
- Recommending the award
- Assisting the Procurement Department as required with the negotiations of the Consultant's costs.

B. PROPOSAL EVALUATION

Each individual on the TEC will review and evaluate the written technical proposals based on the quality and substance of the submitted proposal. Written technical proposals will be evaluated against the criteria enumerated in Attachment E.

The written technical proposal evaluations will be used by NJ TRANSIT to determine the competitive range. Firms may be asked to be prepared for specific situational questions prior to or at the oral presentation.

Oral Presentations will be requested from at least three (3) qualified firms within the "competitive range", except NJ TRANSIT may select fewer professional firms if fewer such firms responded to the solicitation or meet the qualifications for the project.

Oral Presentations will provide an opportunity for the firms/teams to clarify or elaborate on its written technical proposal. The TEC will conduct the Oral Presentations. The TEC will use the Oral Presentations to confirm and/or reassess its understanding of the written technical proposals, and incorporate that information into its evaluation by revising the written technical evaluation scores accordingly.

NJ TRANSIT reserves the right to assess and reassess its understanding of proposals and revise the rating and ranking of such proposals at any time prior to selection.

Reference checks will be performed for each Consultant firm/team deemed within the competitive range and the results furnished to the TEC. Although the reference checks will not be scored per se, they will be used to validate

information contained in the Technical Proposals. Reference information is provided in Attachment E.

VII. NEGOTIATIONS

NJ TRANSIT will request a cost proposal from the highest technically qualified firm.

NJ TRANSIT will enter into negotiations with the highest technically qualified firm to reach an agreement on scope of services and fees. If in the opinion of NJ TRANSIT a satisfactory proposal cannot be negotiated with a selected firm, NJ TRANSIT will formally end negotiations and initiate negotiations with the next most technically qualified firm.

This negotiation procedure will be followed until a satisfactory proposal is negotiated. NJ TRANSIT considers all elements of the Consultant's proposal subject to negotiation.

VIII. APPROVAL AND AWARD

Once negotiations have been completed, a recommendation for award of the Contract to the Proposer, whose proposal conforming to the RFP, is in the best interest and offers the best value to NJ TRANSIT will be made for approval by NJ TRANSIT's Board of Directors. Upon approval of the recommendation for award of a Contract, NJ TRANSIT will enter into the cost plus fixed fee contract found in Exhibit 1.

Within ten (10) working days of Receipt of Notice of Award, the successful Proposer shall properly execute two (2) copies of the Contract and deliver to NJ TRANSIT both signed copies of the Contract, the specified insurance certificates and any other document as may be specified in the Contract. NJ TRANSIT will execute both copies of the contract and will return one (1) executed copy to the firm.

IX. PROTEST PROCEDURE

A. PURPOSE

This section describes the policies and procedures governing the receipt and resolution of vendor protests in connection with this Request for Proposal.

B. POLICY

1. Parties

Only an interested party may file a protest.

2. Types of Protest/Time Limits

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

3. Where to File

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

4. The Protest

- a. The protest must contain the following information:
 - i. The name, address and telephone number of the protestor.
 - ii. Identity of the RFP (by number and description).
 - iii. A statement of the specific grounds for protest and any supporting documentation. Additional materials in support of the protest will only be considered if filed within the time limits set in Paragraph B.
 - iv. An indication of the ruling or relief desired from NJ TRANSIT.
- b. If the protest is filed after notification of NJ TRANSIT's intent to award and prior to contract award, the Potential Consultant will be advised by NJ TRANSIT of the pending protest.
- c. If deemed appropriate by NJ TRANSIT, an informal conference on the merits of the protest may be conducted with all interested parties allowed to attend.

5. Confidentiality of Protest

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

6. Response to the Protest

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

7. Rebuttal to NJ TRANSIT's Response

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

8. Request for Additional Information

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

9. Request for Reconsideration

If data becomes available that were not previously known, or there has been an error of law, a protestor may submit a request for reconsideration of the protest. NJ TRANSIT's Contracting Officer will again review the protest considering all currently available information. The Contracting Officer's determination will be made within a reasonable period of time, and his decision will be final.

10. Procurement Process Status

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

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

11. Federal Transit Administration (FTA) Involvement

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

12. Definitions

- a. 'Days' means working days.
- b. 'File or Submit' means date of receipt by NJ TRANSIT's Contracting Officer.
- c. 'Federal Law or Regulation' means any valid requirement imposed by Federal statute or regulation governing contracts awarded pursuant to a grant agreement. This includes the requirements as stated in FTA Circular 4220.1F.
- d. 'Contracting Officer' means the Chief of Procurement & Support Services or his designee as indicated in the solicitation documents.
- e. 'Interested Party' means all proposers/offerors. It may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the RFP.
- f. 'Potential Consultant' means the proposer that is in line for award of the contract in the event that the protestor is denied.

X. REFERENCES

All plans, specifications and related work shall conform to but not be limited to the following governing bodies, regulations, and publications (latest editions):

- OSHA
- Construction Specifications Institute
- NJ Uniform Construction Code
- Uniform Federal Accessibility Standards
- American Railway Engineering and Maintenance Association (AREMA)
- New Jersey State Fire Codes
- NJ TRANSIT Sign Standards*
- NJ TRANSIT CADD Standards*
- Industrial Risks Insurers Standards
- New Jersey Department of Environmental Protection (NJDEP)
- United States Environmental Protection Agency (EPA)
- United States Coast Guard

* These NJ TRANSIT manuals may be reviewed during the RFP process; they will, however, be made available to the Consultant upon receipt of the contract award.

NJ TRANSIT is governed by Federal regulations mandated by the General Services Administration (GSA) and the Federal Transportation Administration (FTA), regulations specified by the Building Officials and Code Administration (BOCA) and all regulations derived from ADA. In addition, applicable FRA, AREMA and AASHTO standards will apply where NJ TRANSIT's standards are not given or are less restrictive.

In case of conflicts or inconsistencies with the above listed documents, NJ TRANSIT shall resolve the conflict at its sole discretion.

NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006

ATTACHMENTS

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

ATTACHMENT A - REQUIRED DESIGN SCHEDULE

REQUEST FOR PROPOSAL NO. 16-006

**RAIL, TRACK AND STATION ENGINEERING &
CONSTRUCTION ASSISTANCE SERVICES**

FOR THE LONG SLIP FILL AND ENHANCEMENT PROJECT

**ATTACHMENT A
DESIGN SCHEDULE**

Task 1 Project Management	Duration of Project
Task 2 Risk Management	Duration of Project
Task 3 SSMP	Duration of Project
Phase 2 Preliminary 30% Design -	Six (6) Months Duration

The following Tasks are to be completed after NEPA approval:

Phase 2 60% Design Documents –	Seven (7) Months Duration
Phase 2 90% Design Documents –	Five (5) Months Duration
Phase 2 100 % Design Documents –	One (1) Month Duration
Phase 2 Construction Bid Package –	One (1) Month Duration

The durations are for Consultant's design only and do not include NJ TRANSIT and other party QC review time for each Task.

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

ATTACHMENT B - AREA LOCATION MAP

HOBOKEN TERMINAL & YARD MASTER PLAN

- A Ferry Terminal/Clock Tower**
Restoration of Ferry Service into original Ferry Slips. Work includes dredging, marine construction, new piles, and new ticketing, waiting, and queuing areas. Construction of a new Clock Tower. Estimated Construction Cost: \$115M
- B Bus Terminal Pedestrian Safety**
NJ Transit's Bus Terminal, located in a plaza just north of the Hoboken Terminal Train Shed, will be rehabilitated and reconfigured to provide a more commodious, secure and efficient operation. Estimated Construction Cost: \$1M Complete.

- C Long Slip Waterfront Walkway**
Construction of Waterfront Walkway connection to Jersey City at the east end of Long Slip. Estimated Construction Cost: \$9M
 - D Wheel True Facility**
Construction of Wheel True and Employee Welfare Facilities. Estimated Construction Cost: \$15M
- STAGE 2 SUMMARY Total Construction Cost: \$140 million. Time Frame: 2005-2009.

BASED UPON THE MASTER PLAN DRAWINGS PREPARED BY BEYER, BLINDER & BELLE AND STV

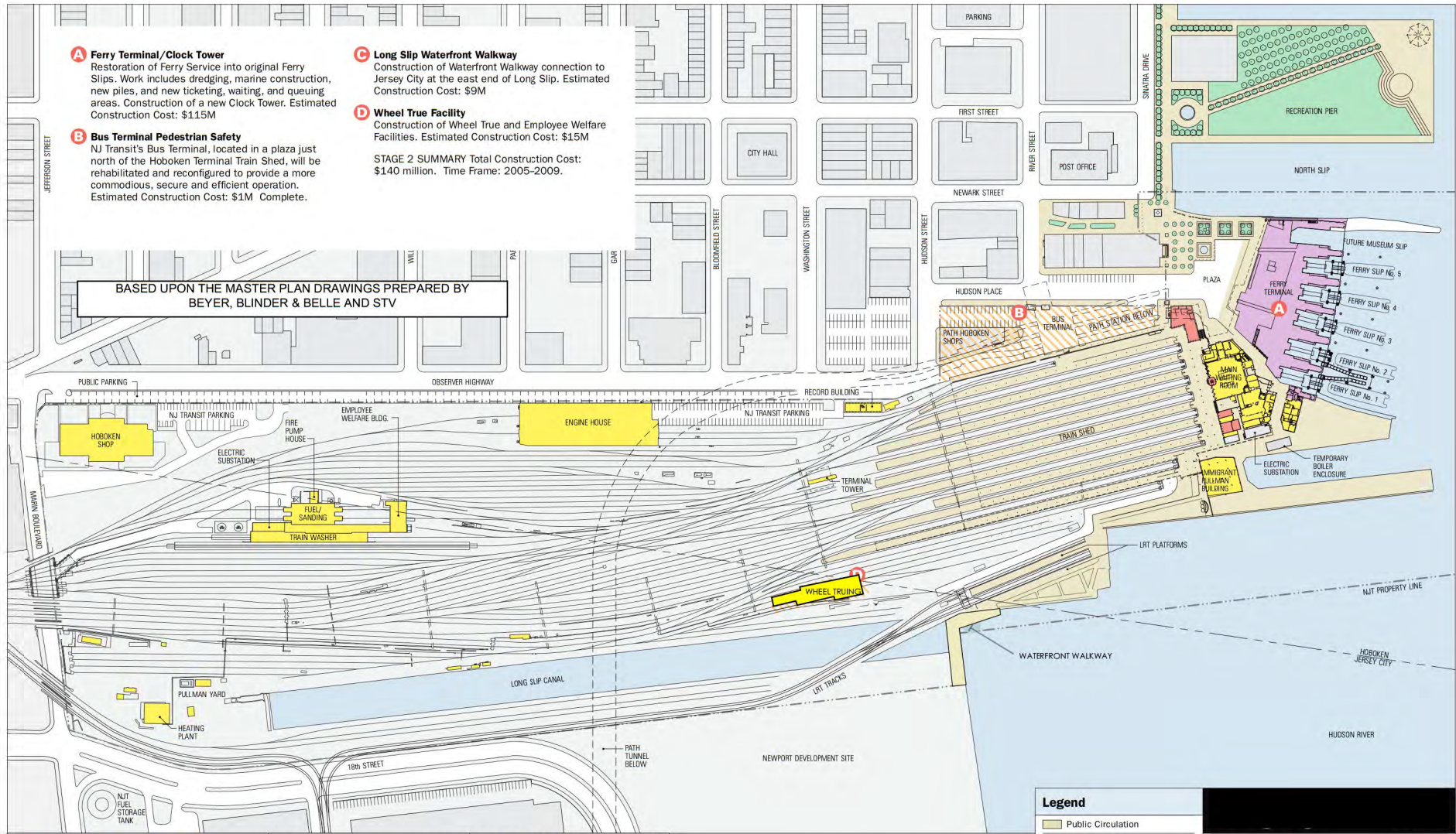
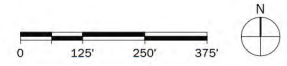


Figure 2 Hoboken Yard Existing Condition

HOBOKEN RAIL YARD LONG SLIP CANAL FILL & RAIL ENHANCEMENT PROJECT



Legend	
	Public Circulation
	Retail Space
	NJT Space
	Ferry Space
	Non-Program Work

Scale	1" = 250'-0"
Date	3 May 2007
Project No.	1805.06
Drawing No.	ST2-G

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006
ATTACHMENT C - SAMPLE INVOICE REPORT**

REQUEST FOR PROPOSAL NO. 16- 006

**ATTACHMENT C
SAMPLE MONTHLY REPORT**

EXECUTIVE SUMMARY

- 1.0 Activities Started/Ongoing
- 1.1 Activities Completed
- 1.2 Activity Completions Projected for Next Month
- 1.3 Problem Areas/Delays
- 1.4 Budget Summary

	Authorized Phase I Budget	Authorized Phase II Budget	Authorized Phase III Budget
Original Contract Amount			
Executed Change Orders			
Revised Contract Amount			
Pending Change Orders			
Total			
Amount Previously Invoiced			
Amount This Invoice			
Total Invoiced to Date			
% of Budgeted Amount			
% of Work Complete			
Estimated Cost to Complete			
Project Expenditures Next Month			

- 2.0 Critical Issues
- 3.0 Schedule of Key deliverables
- 4.0 Schedule Summary
- 5.0 DBE Report
- 6.0 Invoices
- 7.0 Decisions Log

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

ATTACHMENT D - COST PROPOSAL FORMS (SAMPLE FORMAT)

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL NO. ____**

ATTACHMENT D-1

COST AND FEE FIRM RECAP - TEAM SUMMARY

FIRM	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ XXX.XX%	SUBTOTAL	FIXED FEE @ XX%	DIRECT EXPENSES	TOTAL COST
PRIME CONSULTANT							
SUBCONSULTANT 1							
SUBCONSULTANT 2							
SUBCONSULTANT 3							
SUBCONSULTANT 4							
SUBCONSULTANT 5							
TOTAL							

NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL NO. ____
ATTACHMENT D-4
PERSONNEL TEAM DETAIL

TASK: _____

FIRM: _____

TECHNICAL STAFF				
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
TOTAL ESTIMATED HOURS				

SUPPORT STAFF				
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
TOTAL ESTIMATED HOURS				

TOTAL SALARY (BARE COST)			
OVERHEAD @ XXX.XX% OF BARE COST			
SUBTOTAL -- SALARY + OVERHEAD			
FIXED FEE @ XX % OF BARE COST + OVERHEAD			
DIRECT EXPENSES ITEMIZED			
		\$	
		\$	
		\$	
TOTAL DIRECT EXPENSES		\$	
TOTAL THIS TASK			

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

ATTACHMENT E - CRITERIA FOR EVALUATION OF PROPOSALS

**REQUEST FOR PROPOSAL NO. 16 – 006
ATTACHMENT E**

TECHNICAL PROPOSAL EVALUATION CRITERIA

The following criteria, listed in order of descending importance, will be used in evaluating the **written proposals for the Long Slip Rail & Track Engineering design**:

1. **Qualifications of Key Individuals**: Do the proposed task leaders/key staff members have the appropriate background, skills, experience to successfully advance the project design involving track, catenary, bridge, platform and station/crew quarters? What is the time availability of these individuals? Are key staff members readily available?
2. **Qualifications of the Proposed Project Manager**: Does the proposed Project Manager have the demonstrated minimum of ten (10) years of relevant project experience with a significant portion managing large, interdisciplinary railroad and bridge design projects? Has the Consultant adequately dedicated the Project Manager's time to successfully advance the project?
3. **Qualifications of Firm(s)**: Has the firm successfully designed and saw throughout construction similar railroad and station development projects that requires extensive coordination with existing operations? Does the firm have adequate resources and demonstrated technical expertise to sustain the contract?
4. **Person-power/Hours Allocation**: Is the size and structure of the proposal team adequate to perform the contract services for this project? Does the proposal have the appropriate person hour allocation for each task? Are DBE firms effectively employed in the technical work?
5. **Technical Proposal**: Does the proposal demonstrate an understanding of the project? Was the scope of each task developed? Is the proposal responsive to the RFP, complete and thorough, clearly organized and well written?
6. **Budget/Project Management**: Does the management / control structure convincingly show that the team can deliver projects on time, in budget and with high quality? Has the firm established a reasonable internal structure for processing a task assignment, including billing and progress reporting?

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

**ATTACHMENT F - CONCEPTUAL DESIGN LONG SLIP CANAL FILL & YARD
PROJECT**

**LONG SLIP FILL AND
RAIL ENHANCEMENT PROJECT**

**PROJECT PLANNING, COORDINATION AND
PRELIMINARY DESIGN**

INTERIM REPORT

JULY 31, 2015

PREPARED BY

AECOM / URS CORPORATION

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1.0 EXECUTIVE SUMMARY

In accordance with the requirements of Task Order 7, the AECOM (URS) Team has performed a number of conceptual design development activities related to the planned resilient rail facility above and adjacent to the Long Slip Canal site. The intent of this interim report is to summarize those activities completed in support of NJ TRANSIT's Long Slip Canal Fill and Rail Enhancement Project.

These activities included an extensive review of project archives and related sources to assemble a collection of documentation for future reference. Where necessary, documents were scanned and indexed. Issues previously identified that remain applicable and unresolved were noted.

A number of conceptual design development activities were advanced including a track configuration evaluation and a track support assessment. In both cases multiple alternatives were studied and recommendations were outlined for advancement into preliminary design.

Stakeholder and regulatory agency coordination was restarted to support subsequent project development. Meetings with JCMUA, PATH, NJDEP and USACOE were conducted with follow-up activities scheduled to facilitate ongoing coordination.

Previous design drawings were reformatted and updated to reflect new survey base maps and current conceptual design modifications.

2.0 INTRODUCTION

2.1 Background

In October 2012, tidal flooding associated with superstorm "Sandy" caused significant damage to NJ TRANSIT Rail facilities in Hoboken. Flooding also resulted in an extended period of service interruption and damage to rolling stock stored at Hoboken Yard. Long Slip is a former barge canal approximately 1800 feet long by 100 feet wide along the southern boundary of Hoboken Yard that provided navigable access to the Hudson River for many decades following its construction in the 1870's. Its depth currently varies between 2 feet and 17 feet and fluctuates with the tidal flow of the Hudson River. The canal no longer has a navigable function. The surge created by superstorm "Sandy" inundated the canal and overtopped its bulkheads, significantly contributing to the flooding of Hoboken Yard as well as the City of Hoboken and Jersey City.

In conjunction with the design and construction of the Hudson-Bergen Light Rail System in the late 1990's and early 2000's, AECOM (URS) and its legacy companies studied the potential for filling Long Slip for virtually its entire length. Filling would require the

extension of an existing combined sewer overflow (CSO) operated by the Jersey City Municipal Utility Authority (JCMUA) from its existing outfall at the west end of Long Slip to a new outfall at the east end of Long Slip adjacent to the west bank of the Hudson River. Implementation of the Long Slip Canal Fill Project would provide significant mitigation by eliminating Long Slip as a conduit for flood water.

2.2 Task Order Scope of Work

The scope of work performed under this phase included additional data collection and evaluation, conceptual design development associated with providing a flood resilient passenger platform area above Long Slip, stakeholder coordination, limited permitting support and related site development coordination.

The following activities were identified as subtasks to advance project planning, coordination and preliminary design:

- Data Collection / Survey Update
- Concept Planning – Track and Canal Fill
- Jersey City Outreach and Coordination
- PANYNJ (PATH) Outreach and Coordination
- North Hudson Sewerage Authority (NHSA) Outreach and Coordination
- Permitting Support (NJDEP/USCOE)
- North Bulkhead Access Road & Utility Rehabilitation
- Preliminary Construction Cost Estimate
- NJ Transit Resiliency Coordination
- Design Document Update
- JCMUA Floatables Containment System Preliminary Design

The goals of this project phase included:

- Review and assessment of existing site data for completeness and applicability to the proposed development plan;
- Identification of any additional engineering/environmental studies or data collection required to advance design;
- Assessment of design options and project interfaces;
- Preparation of a conceptual design of the staged site development to identify technical issues and support subsequent engineering and coordination;
- Revisiting stakeholder agreements and concerns and restart the outreach and coordination process; and
- Identification of technical issues that require resolution prior to final design development.

The intent of this interim report is to summarize those activities that were advanced during this phase of project development.

3.0 SUMMARY STATUS – SCOPE OF WORK TASKS

3.1 Task 1 - Data Collection / Survey Update

The AECOM (URS) Team collected and reviewed a number of documents generated in conjunction with the original design period from approximately 1999 through 2003. This design effort was advanced by Twenty-First Century Rail Corporation, a legacy URS company, in conjunction with the design and construction of the Hudson-Bergen Light Rail System (HBLRT). A chronology of design development activities was compiled to the extent archival data was available. Engineering studies and reports were collected and scanned for future reference. Subsequent data, including current design projects and engineering studies in progress adjacent to the Long Slip Canal site were also collected and reviewed. Appendix 1 includes a list of reference documents collected.

Following a site inspection, a supplementary survey was undertaken covering the areas adjacent to the north and south bulkheads as well as the proposed Long Slip lead track corridor westward to Marin Boulevard and the M&E tracks to the west. The intent of this survey was to identify topographic and physical features within the limits of proposed construction, in order to update design drawing backgrounds and evaluate changes to site conditions since the former design period. Mapping was completed in July and incorporated into the preliminary design drawings noted in Task 10.

3.2 Task 2 - Concept Planning / Track Configuration and Support Options

The AECOM (URS) Team evaluated several track configuration alternatives in order to establish the “footprint” of the Long Slip Fill and Rail Enhancement Project. Three concepts were developed based on discussions with NJ TRANSIT planning and track personnel to satisfy the physical constraints and design basis developed in conjunction with the FTA grant application process. The concepts considered proposed track spacing, platform widths, approach geometry, accessibility and potential future adjacent HBLR construction.

The results of this evaluation are included in Appendix 2. Design Concept 2 appears to offer the best horizontal configuration with the fewest constraints, subject to further study and design development including capacity simulation studies to assess proposed rail operations.

As a follow up to the horizontal track configuration assessment, an evaluation of the proposed track profile was developed and is included in Appendix 2. This profile illustrates the limited vertical clearance issues that must be addressed as design develops to ensure adequate vehicular maintenance access to the area north of Long Slip Canal and south side of Hoboken Yard.

The AECOM (URS) Team also prepared an assessment of several track foundation support alternatives for the planned rail facility above Long Slip. Alternatives included two basic concepts; an engineered fill combined with a shallow foundation or a structural platform supported by deep foundations. The first concept evaluated two options that differ in the method for raising the proposed grade to the established flood resilient elevation. The first option (Alternative 1A) considered a retained earth fill and a shallow mat foundation. The second option (Alternative 1B) considered a controlled low density fill material and shallow spread footings to support the proposed facility. Modular concrete gravity walls would retain the fill in both alternatives. The second concept (Alternative 2) would provide a structural platform system including caissons, precast girders and beams and supplementary foundations to support the facility.

The assessment included engineering, construction, operations and cost considerations. Alternative 1B provided the best value with significant technical benefits at the lowest relative cost and was recommended for advancement to preliminary and final design. A report summarizing the results of this assessment is included in Appendix 3.

In response to several follow up issues regarding the use of controlled low density material, Appendix 3 also includes a preliminary analysis of predicted settlement and contact information of two potential suppliers.

3.3 Jersey City Outreach and Coordination

The purpose of this task was to re-engage the Jersey City project stakeholders involved in the initial project activities suspended in 2003. Discussions were initiated with JCMUA technical staff regarding the proposed extension of the 18th St. combined sewer overflow (CSO) along the north bulkhead of Long Slip. A meeting was held on site to review issues identified in the prior design period as well as current issues requiring further evaluation and coordination including physical appurtenances, access, constructability and a solid floatables collection facility to be located at the proposed discharge end (see Section 3.11).

3.4 PANYNJ (PATH) Outreach and Coordination

The purpose of this task was to re-engage the Port Authority (PATH) project stakeholders involved in the initial project activities suspended in 2003. An initial meeting was held with PATH technical staff and the NJ TRANSIT design team to review issues identified in the prior design period as well as current issues. Discussions included the soil-structure interaction studies previously undertaken to assess potential impacts to the PATH Tubes below Long Slip. Those studies resulted in a conditional approval of the previous design by PATH.

Subsequent meetings are planned to brief PATH on the status of conceptual design development, assessment of canal fill and site development options, construction methodology and plans for preliminary engineering.

3.5 North Hudson Sewerage Authority (NHSA) Outreach and Coordination

No activity has been advanced related to coordination with NHSA at this time.

3.6 Permitting Support (NJDEP/USCOE)

The AECOM (URS) design team provided support to the NJ TRANSIT environmental team during this project phase. The team attended several coordination meetings as well as pre-application meetings with the New Jersey Department of Environmental Protection (NJDEP) and the United States Army Corps of Engineers (USACOE) regarding the proposed design.

To support the application process, the design team provided conceptual design information including graphical support for preliminary agency submittals and coordination.

3.7 North Bulkhead Access Road & Utility Rehabilitation

The AECOM (URS) design team reviewed previous design data associated with bulkhead repair and utility re-configuration along the north side of Long Slip. The team also visited the site to evaluate existing conditions and initiate a topographic survey of the area where the access road and utilities have been partially displaced.

Coordination with adjacent projects regarding temporary re-routing of electrical service to the Wheel Truing Building is underway. This will impact construction staging related to the initial phase of canal filling and CSO extension as well as development of temporary and permanent re-alignment of adjacent utilities within the access road corridor.

3.8 Preliminary Construction Cost Estimate

The AECOM (URS) design team prepared a rough order of magnitude (ROM) cost estimate for the project associated with the evaluation of canal fill options noted in Section 3.2 above. This estimate was based on an update of the original construction cost estimate prepared in 2002 for the previous design to reflect escalation and the new design features.

Based on the recommended concept, ROM site development costs associated with extending the CSO and filling the canal up to the future track subgrade were estimated to be approximately \$85.3M. Refer to Appendix 3 for additional information.

3.9 NJ Transit Resiliency Coordination

Activities associated with this task were limited to a review of recent flood surge studies in and around Hoboken as well as their relationship to and impact on Long Slip Canal both before and after filling. A general review of proposed flood mitigation initiatives by the City of Hoboken was also performed with attention to potential coordination issues.

3.10 Design Document Update

Prior design drawings prepared for Phase I and Phase II site development were updated and reformatted to reflect the scope of the current project. This update reflects the replacement of prior topographic survey base mapping (NGVD 1929) with current survey mapping (NAVD 1988). Concept drawings (10% development) were added to the design package to represent Phase III development associated with construction of a retained fill up to the FEMA flood resilient elevation. Updated drawings are included in Appendix 4.

We have also included a preliminary index of standard specifications that are expected to be included in the preliminary design development packages. These specification lists are included in Appendix 5.

Based on the prior design packages, preliminary bid price schedules were developed. These schedules are included in Appendix 6.

3.11 JCMUA Floatables Containment System Preliminary Design

The AECOM (URS) design team evaluated options for incorporating an end-of-pipe floatables containment system as requested by JCMUA. Several conceptual sketches were developed in conjunction with a prospective collection system vendor to outline the space requirements and general configuration for this facility. Concept sketches are included in Appendix 7.

Based on recent discussions between NJ TRANSIT and JCMUA, the detailed design of this facility may be advanced by JCMUA and their engineering consultant. If this is the case, coordination of design elements and construction staging will be required.

APPENDIX 1

REFERENCE DOCUMENTS

1. TFC Design Development Chronology (1999-2003)
2. HBLRT/TFC–Long Slip Canal Package 56 A/B – CSO Extension and Phase I Canal Filling (Conformed 2003)
3. HBLRT/TFC–Long Slip Canal Package 56 C – Final Canal Closure and Surcharge Program (Conformed 2003)
4. PBQD Geotechnical Report – Design Unit 41 (1998)
5. Yu & Associates Geotechnical Report (2001)
6. MRCE Design Memorandum (March 19, 2003)
7. MRCE Geotechnical Report (April 1, 2003)
8. Golder Associates – PATH Tunnel Liner Evaluation (April 2003)
9. JCMUA – 18th St. Combined Sewer Plans, Details, Borings
10. JCMUA – Jersey City Drainage Maps
11. JCMUA – 14th St. Netting Facility
12. Long Slip Canal Engineering Study (F.R. Harris, 1994)
13. Draft JCMUA Sewer Agreement (multiple versions)
14. HBLR – Wye Bypass Conceptual Design (PB, 2014)
15. Hoboken Yard Power & Signals Design Project (STV, 2015)
16. Henderson St. Substation Replacement Design (GF, 2015)
17. FTA Grant Data – Projected Ridership Analysis

CERTAIN TECHNICAL ATTACHMENTS ARE NOT REPRINTED HERE DUE TO
SIZE

APPENDIX 2

CONCEPTUAL TRACK CONFIGURATION STUDY

**LONG SLIP FILL AND
RAIL ENHANCEMENT PROJECT**

CONCEPTUAL TRACK CONFIGURATION STUDY

INTERIM REPORT

MARCH 30, 2015

PREPARED BY

AECOM / URS CORPORATION

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NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006

EXHIBITS

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

EXHIBIT 1 – NJ TRANSIT’S PROFESSIONAL SERVICE AGREEMENT

AGREEMENT NO. _____
BETWEEN
NEW JERSEY TRANSIT CORPORATION
AND
FOR PROFESSIONAL SERVICES

This Agreement made as of _____ 20__, between the New Jersey Transit Corporation (hereinafter "NJ TRANSIT"), a public instrumentality of the State of New Jersey and _____ having its principal place of business at _____ (hereinafter the "Consultant").

WITNESSETH:

WHEREAS, the Board of Directors of NJ TRANSIT, at its meeting of _____, authorized the Executive Director to enter into this Agreement ("Agreement" or "Contract") with the Consultant for _____; and

WHEREAS, the said Consultant, for and in consideration of the payments hereinafter specified and agreed to be made by NJ TRANSIT, hereby covenants and agrees to commence and complete the work as follows:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. CONSULTANT SERVICES: The Consultant, at the direction of NJ TRANSIT, shall provide to NJ TRANSIT services in conformance with the description of services, deliverables, standards of performance, and acceptance criteria set forth in Exhibit A (Scope of Services), annexed hereto and made a part hereof.

2. COMPENSATION: This Agreement is a cost plus fixed fee contract. NJ TRANSIT shall, subject to the availability of funds and audits, pay the Consultant for work identified in Exhibit A (Scope of Services). The Consultant's total costs and fees have been identified as an amount not to exceed

\$_____ as set forth in Exhibit B (Cost Information), annexed hereto and made part hereof. The costs have been identified as \$_____ for direct labor, \$_____ for indirect costs, and \$_____ for direct expenses. The fixed fee has been identified as \$_____. Payment shall only be made for work which is actually performed and accepted by NJ TRANSIT. The Consultant shall render monthly invoices for direct and indirect charges incurred pursuant to this Agreement no later than two (2) weeks after the end of the month. NJ TRANSIT will make payment within thirty (30) days after approval of the Consultant's invoice. The invoices shall be detailed in accordance with procedures and formats prescribed by NJ TRANSIT.

Prompt Payment: The Consultant agrees to pay each Subconsultant and Supplier under this Contract for satisfactory performance of completed work under its subcontract no later than ten (10) days from the receipt of each payment the Consultant receives from NJ TRANSIT. The Consultant shall ensure that all lower tier Subconsultants and Suppliers are paid all invoiced amounts that meet all applicable requirements within fifteen (15) days from the time the Subconsultant receives payment from the Consultant.

All costs incurred under this Agreement by the Consultant and approved subconsultants, including those costs resulting from changes to, modifications of and termination of the Agreement, at a minimum, must be considered allowable and allocable in accordance with the cost principles of Part 31 of the Federal Acquisition Regulations (48 CFR, Part 31). The Contracting Officer's determination on the allowability, allocability and reasonableness of incurred costs shall be final and conclusive. The Contracting Officer for NJ TRANSIT shall be the Chief of Procurement & Support Services or his/her designees within NJ TRANSIT's Procurement Department.

Direct labor rates shall be the wages or salaries actually paid to employees, principals or partners directly charging time to the project for work performed as required by Exhibit A (Scope of Services).

Maximum provisional indirect cost rates (e.g. fringes, overhead, G&A, etc.) have been computed by the Consultant for it and its subconsultants and are considered acceptable by NJ TRANSIT. The following provisional rates shall be in effect for the duration of the Agreement unless revised as mutually agreed or adjusted as provided below:

<i>Firm</i>	<i>Contract Year XX</i>	<i>Contract Year XX</i>	<i>Contract Year XX</i>

Should the Consultant's or any of its subconsultant's actual indirect cost rates for their fiscal year be determined to be less than the established maximum provisional indirect cost rates, and should the amount invoiced by and paid to the Consultant exceed those rates for that fiscal year, then the amounts invoiced shall be adjusted downward as compared to the actual indirect cost rate and overpayment amounts including the corresponding fixed fee shall be remitted to NJ TRANSIT.

Direct expenses shall be only those costs which are necessary to accomplish the scope of services and not excludable as direct costs by the Federal Acquisition Regulations or not otherwise compensated under the Consultant's direct labor and indirect cost rates. All direct expense purchases of goods, materials and services made by the Consultant on behalf of NJ TRANSIT shall be competitively procured wherever practicable.

Direct expense compensation for travel, subsistence and lodging costs shall comply with the NJ TRANSIT Travel and Business Reimbursement Guidelines (Exhibit C).

Direct labor rates, hours and costs, indirect labor rates and costs and direct expenses invoiced by the Consultant and paid by NJ TRANSIT are subject to audit and downward adjustment by NJ TRANSIT, in its sole discretion. Any determination of an overpayment by NJ TRANSIT as a result of an audit shall be final and conclusive of the amounts to be refunded. All overpayments shall be reimbursed to NJ TRANSIT within thirty (30) days of notification. Alternatively, NJ TRANSIT may deduct the overpayment amount from payments owed to the Consultant under this or any other agreement with NJ TRANSIT. No upward adjustments shall be allowed.

Within 180 days after the end of the Consultant's and Subconsultant's fiscal year or for accounting periods of no less than three months should the contract terminate, the Consultant and Subconsultants shall furnish NJ TRANSIT with a Statement of Indirect Labor Costs (Statement of Overhead) attesting that the statement has been prepared in conformity with accounting principles generally accepted in the United States and reflect all adjustments required by Part 31 of the Federal Acquisition Regulations. Such fiscal year or stub period statements must be certified by an independent public accountant. Failure to provide

the requisite Statement of Indirect Labor Costs (Statement of Overhead) in a format acceptable to NJ TRANSIT may result in NJ TRANSIT withholding payment of fee and all or a portion of Indirect Labor Costs in an amount determined by NJ TRANSIT.

Interest payable on excess direct labor cost, indirect labor costs (overhead) or any other excess amounts paid to the Consultant by NJ TRANSIT, and not previously remitted to NJ TRANSIT within thirty (30) days of notification by NJ TRANSIT, shall accrue at the prime rate as established by the United States Federal Reserve and published in The Wall Street Journal. Interest shall be applied to balances owed to NJ TRANSIT in excess of \$5,000. Application of interest to excess payments made in the preceding fiscal year shall begin six (6) months after the close of the Consultant's fiscal year. Interest shall continue to accrue monthly at the prime rate until all amounts have been remitted to NJ TRANSIT, unless amounts owed NJ TRANSIT, including accrued interest, have been deducted by NJ TRANSIT from any payments owed the Consultant on this or any other agreement.

Costs incurred above the contract amounts identified in Exhibit B (Cost Information) are not reimbursable, except as authorized by the Contracting Officer in writing in accordance with Article 5, MODIFICATION OF AGREEMENT.

3. LIMITATION OF FUNDS:

A.) The Consultant estimates that performance of this Agreement will not cost NJ TRANSIT more than the estimated amount specified in Exhibit B (Cost Information). The Consultant agrees to make every effort to perform the work specified in Exhibit A (Scope of Services) and all obligations under this Agreement within the estimated amount specified in Exhibit B (Cost Information).

B.) The Purchase Order specifies the amount presently available for payment by NJ TRANSIT and allotted to the Scope of Services and the tasks the allotted amount will cover. The parties contemplate that NJ TRANSIT will allot additional funds incrementally to the Purchase Order up to the full estimated cost as specified in Exhibit B (Cost Information) inclusive of all fees. The Consultant agrees to perform, or have performed, work on the Agreement up to the point at which the total amount paid and payable by NJ TRANSIT under the Agreement approximates but does not exceed the total amount actually allotted by NJ TRANSIT for each of the tasks identified in the Agreement.

C.) The Consultant shall notify the Contracting Officer in writing whenever it has reason to believe that within the next sixty (60) days the costs it expects to incur under this Agreement to complete the Scope of Services, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the total amount so far allotted by NJ TRANSIT. The notice shall state the estimated amount, if any of additional funds required to continue and complete performance of the Scope of Services, as specified in Exhibit A (Scope of Services), beyond the total allotted amount specified in Exhibit B (Cost Information).

D.) If, after notification by the Consultant pursuant to paragraph C above, additional funds are not allotted for the Scope of Services, the Contracting Officer may terminate this Agreement, in whole or in part, in accordance with the provisions of Article 14, TERMINATION OF THE AGREEMENT FOR CONVENIENCE.

E.) Except as required by other provisions of this Agreement:

1.) NJ TRANSIT is not obligated to reimburse the Consultant for costs incurred in excess of the amount allotted in total by NJ TRANSIT for this Agreement; and

2.) The Consultant is not obligated to continue performance under this Agreement (excluding actions under Article 14, TERMINATION OF THE AGREEMENT FOR CONVENIENCE) or otherwise incur costs in excess of the amount then allotted to the Agreement by NJ TRANSIT until the Contracting Officer notifies the Consultant in writing that the amount allotted by NJ TRANSIT has been increased and specifies an increased amount, which shall then constitute the total amount allotted by task and in total by NJ TRANSIT for this Agreement.

F.) No notice, communication, or representation in any form other than that specified by the Contracting Officer in writing shall affect the amount allotted by NJ TRANSIT to this Agreement. In the absence of the notice specified in Paragraph C, NJ TRANSIT is not obligated to reimburse the Consultant for any costs in excess of the total costs and fees specified in Exhibit B (Cost Information) to this Agreement, whether incurred during the course of the Agreement or as a result of termination.

G.) Change Orders shall not be considered an authorization to exceed the amount allotted by NJ TRANSIT specified in Exhibit B (Cost Information), unless they contain a statement increasing the amount allotted.

H.) Nothing in this clause shall affect the right of NJ TRANSIT to terminate this Agreement.

I.) If NJ TRANSIT does not allot sufficient funds to allow completion of the work, the Consultant will be entitled to the actual costs incurred plus a percentage of the fixed fee specified in Exhibit B (Cost Information) not to exceed the percentage of completion of the work contemplated by this Agreement.

4. EFFECTIVE DATE AND TERM OF AGREEMENT: This Agreement shall become binding upon the parties hereto when executed on behalf of NJ TRANSIT by the Contracting Officer or his designee. The Consultant shall commence work upon the Scope of Services within five (5) working days upon receipt of a written Notice to Proceed to that effect which shall be issued on behalf of NJ TRANSIT by its Contracting Officer or his designee upon the execution of the Agreement by NJ TRANSIT. The Consultant shall complete the Scope of Services by _____.

5. MODIFICATION OF AGREEMENT:

A.) The Scope of Services set forth in Exhibit A of this Agreement may be reduced, modified or expanded within the scope of this Agreement by written contract modifications executed by NJ TRANSIT and the Consultant.

Except as provided in Paragraph B, below, in the event that NJ TRANSIT requires a reduction, expansion, or modification of the Scope of Services, the Contracting Officer shall issue to the Consultant a written notification which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, the Consultant shall provide the Contracting Officer with a detailed cost and schedule proposal for the work to be performed or to be reduced. This proposal may be accepted by NJ TRANSIT or modified by negotiations between the Consultant and NJ TRANSIT. A contract modification (Change Order) shall be effective only if executed in writing by both parties.

B.) Notwithstanding Paragraph A. above, the Contracting Officer may at any time, by written order, make changes within the general scope of this Agreement to the work to be performed by the Consultant. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under this Agreement, whether or not changed by the order, the Contracting Officer may make such adjustments as are appropriate and equitable and shall modify the Agreement in writing accordingly. Any claim by the Consultant for adjustment under this clause must be

asserted within thirty (30) days from the date of receipt by the Consultant of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute within the meaning of Article 34, DISPUTES. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

C.) No services for which an additional cost or fee will be charged by the Consultant shall be furnished without the prior express written authorization of the Contracting Officer.

D.) Unless specified in a written contract modification, no change, reduction, modification or expansion of the Scope of Services within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

E.) Whenever an "AS DIRECTED TASK" appears in Exhibit A (Scope of Services) and Exhibit B (Cost Information), NJ TRANSIT has provided an allowance for additional or supplemental work that has not yet been defined. This allowance is provided for the sole convenience of NJ TRANSIT and may only be used for work authorized by NJ TRANSIT.

All additional or supplemental work authorized under this provision will be incorporated into the Agreement by Change Order pursuant to Article 5, MODIFICATION OF AGREEMENT. The Change Order will describe the additional or supplemental work with any associated cost changes and will reduce the "AS DIRECTED TASK" allowance in the amount specified in the Change Order. Residual amounts remaining in the "AS DIRECTED TASK" allowance may be deleted from the Agreement by NJ TRANSIT at any time at NJ TRANSIT's sole discretion or at the completion of all work.

6. STATUS REPORTS: The Consultant shall submit to NJ TRANSIT a monthly or more frequently, at the discretion of NJ TRANSIT, a written status report outlining the status of the Project to date. Each status report shall be a concise narrative description of activities to date and planned activities for the coming month or other period and include, at a minimum: the period's accomplishments by deliverable and/or task; status of deliverables; work-in-progress; next steps; listings and status of documents/data requested; potential impacts to the scope of work, cost or schedule; items or issues identified; total weekly and cumulative hours by task, deliverable, and person; projected hours to complete each task/deliverable; and any other information NJ TRANSIT may require. A final report, one (1) original and seven (7) copies, and one

copy in an electronic format acceptable to NJ TRANSIT shall be submitted by the Consultant upon completion of the project.

7. REVIEWS: Until the completion of the Scope of Services by the Consultant and the final payment made by NJ TRANSIT, the Consultant shall allow representatives of NJ TRANSIT to visit the offices and other places of work of the Consultant periodically without prior notice to monitor the Consultant's work completed or in progress pursuant to this Agreement. NJ TRANSIT shall, within a reasonable time, review and act upon all documents submitted by the Consultant. Both parties agree that if either party deems it advisable to hold either a conference or any inspection of work in progress, all parties shall be notified and may participate.

8. ACCEPTANCE OF THE CONSULTANT'S WORK: All services and deliverables that the Consultant must provide and deliver to NJ TRANSIT as specified in Exhibit A (Scope of Services) shall be provided and delivered to the designated NJ TRANSIT Project Manager. The Project Manager shall examine and inspect the deliverables and shall have the right in his/her reasonable judgment to refuse to accept any services or deliverables if they do not meet the requirements of the Scope of Services. Such inspection does not relieve the Consultant of its liability regarding any deficiencies in the performance of the Scope of Services or deliverables, whether obvious or not. If any deliverables are not accepted, NJ TRANSIT may terminate this Agreement, in whole or in part, in accordance with Article 15, TERMINATION OF THE AGREEMENT FOR CAUSE.

9. OVERPAYMENTS: If at any point NJ TRANSIT determines that the Consultant has been overpaid, NJ TRANSIT shall notify the Consultant in writing of the overpayment. The Consultant shall repay the amount of overpayment to NJ TRANSIT within thirty (30) days of said notification including interest as applicable.

10. ASSIGNMENT, SUBCONTRACT AND DISPOSITION APPROVAL: The Consultant shall not sell, transfer or otherwise dispose of this Agreement or its interest therein to any other parties without the prior written consent of NJ TRANSIT. The Consultant shall not, without the prior written approval of NJ TRANSIT, assign or subcontract any of the Scope of Services under this Agreement. Neither shall any assignee or subconsultant, without the prior written approval of NJ TRANSIT, further assign or subcontract any of the work to be performed pursuant to this Agreement.

The terms of this Agreement shall be incorporated into and made part of any assignment or subcontract pursuant to this Agreement. As a condition of obtaining NJ TRANSIT's approval of any proposed assignee or subconsultant, the Consultant shall provide NJ TRANSIT with sufficient documentation regarding the proposed subconsultant or assignee for NJ TRANSIT's review and approval and shall provide to NJ TRANSIT a copy of the agreement established between the Consultant and its subconsultant or assignee. Any assignment or subcontract of work to be performed under this Agreement, entered into without prior written approval by NJ TRANSIT, shall be void and unenforceable unless NJ TRANSIT subsequently gives written approval or consent.

If the Consultant's assignee or subconsultant fails to perform in accordance with the terms of its assignment or subcontract, the Consultant shall complete or pay to have completed the work which the assignee or subconsultant failed to complete at no additional cost to NJ TRANSIT.

11. INDEMNIFICATION: The Consultant shall defend, indemnify and save harmless the U.S. Department of Transportation (USDOT), the Federal Transit Administration (FTA), the State of New Jersey, NJ TRANSIT and its subsidiaries, and their officers, employees, servants and agents ("Indemnified Parties") from all suits, actions, demands or claims of any character including, but not limited to, expenditures and costs of investigations, hiring of witnesses, court costs, counsel fees, settlements, judgments or otherwise, brought because of any injuries or damage received or sustained by any person, persons, or property arising from the performance of the work in this Agreement by said Consultant or its subconsultants including, but not limited to, any act, omission, neglect, or misconduct of said Consultant or its subconsultant; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree. So much of the money due the said Consultant under and by virtue of this Agreement as may be considered necessary by NJ TRANSIT for such purpose may be retained for the use of NJ TRANSIT; except that money due to the Consultant will not be withheld when the Consultant produces satisfactory evidence that it is adequately protected by the insurance coverages required in Article 12, INSURANCE. NJ TRANSIT shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Consultant along with full and complete particulars of the claim. If the suit is brought against NJ TRANSIT, NJ TRANSIT shall promptly forward to the Consultant every claim, demand, complaint, notice, summons, pleading or other process received by NJ TRANSIT. NJ TRANSIT shall have the right, but

not the obligation, to participate, to the extent it deems appropriate, in the defense of the matter and must concur in the terms of any settlement or other voluntary disposition of the matter. In the defense of any such claims, demands, suits, actions and proceedings, the Consultant shall not raise or introduce, without the express written permission in advance of the Office of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of NJ TRANSIT or the State of New Jersey, the jurisdiction of the tribunal over NJ TRANSIT or the State of New Jersey, or the provisions of any statutes respecting suits against NJ TRANSIT or the State of New Jersey.

The Consultant is an independent professional firm contracting with NJ TRANSIT to provide specialized services. The Consultant, its officers, partners, employees, agents and servants are not to be deemed employees, agents, extensions of staff or servants of NJ TRANSIT. The Consultant assumes full responsibility for liability arising out of its conduct and the conduct of its subconsultants whether by action or inaction. NJ TRANSIT assumes no liability or responsibility for the acts of the Consultant, its officers, partners, employees, agents, or servants, by virtue of entering into this Agreement.

12. INSURANCE: The Consultant agrees to carry and shall require its assignees and subconsultants, if any, to carry professional liability insurance of the type necessary to protect the Consultant from professional liability arising out of the negligent acts, errors or omissions of the Consultant in connection with the performance of the Consultant's services pursuant to this Agreement. Said insurance shall be in an amount not less than \$5,000,000 for any one claim and annual aggregate with a deductible not to exceed \$50,000 for any one claim, unless approved otherwise by NJ TRANSIT. The Consultant agrees to maintain this coverage for three (3) years after completion of this Agreement including any amendments thereto. There shall be no exclusions in coverage for the insured's interest in a joint venture or Limited Liability Company or Limited Liability Partnership. There shall be no exclusions in coverage for pollution, mold or asbestos. The policy shall include contractual liability coverage.

The Consultant agrees to carry, and shall require its assignees and subconsultants, if any, to carry, commercial general liability insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of \$5,000,000 each occurrence, \$5,000,000 personal and advertising injury, \$5,000,000 general aggregate and \$5,000,000 products completed operations aggregate. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to,

bodily injury and property damage coverage including products liability/completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, advertising injury coverage, independent contractors liability, mobile equipment, damage from explosion, collapse and underground hazards, and cross liability and severability of interests clause. Additional insured endorsement CG2026 11/85, CG 2010 11/85 or CG 2010 10/93 (but only if modified to include both ongoing and completed operations) naming NJ TRANSIT and the Indemnified Parties and coverage must apply on a primary and non-contributory basis. The policy shall allow the Consultant to waive its and its insurer's rights of subrogation. There shall be no coverage exceptions for property containing or adjacent to railroad facilities or other transportation facilities. The Consultant shall furnish completed operations insurance written to the limits stipulated herein for Commercial General Liability Insurance. Coverage shall be required and maintained in force for a minimum of three (3) years following acceptance of the overall Contract, regardless of any beneficial occupancy by NJ TRANSIT during the Contract term.

The Consultant agrees to carry, and shall require its assignees and subconsultants, if any, to carry automobile liability insurance applicable to all owned, non-owned, hired or leased vehicle with a minimum of \$1,000,000 combined single limit for bodily injury and property damage. With respect to said insurance, NJ TRANSIT and the Indemnified Parties shall be named as an additional insured at no additional cost to NJ TRANSIT.

The Consultant shall take out, secure and maintain during the term of this Agreement and shall require its assignees and subconsultants, if any, to secure and maintain during the term of this Agreement, a policy of workers' compensation insurance in compliance with the laws of the state where the work is to be performed. In case any class of employees on the project under this Agreement is not protected under the Worker's Compensation Statute, the Consultant shall provide and shall cause each subconsultant to provide employer's liability insurance for the protection of each of its employees as are not otherwise protected. Limits of Employer Liability are as follows: Employer's Liability: \$1,000,000 each accident / \$1,000,000 each employee disease / \$1,000,000 policy limit – disease.

The Consultant agrees to carry, and shall require its assignees and subconsultants, if any, to carry, contractor's pollution liability insurance covering the liability arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up and disposal costs and defense that arise from

the operation of Consultant or its subconsultants. Coverage under this policy shall have limits of liability with a minimum of \$2,000,000 per occurrence. Transport of any hazardous waste generated under this Agreement shall require Hazardous Waste Haulers Insurance (MCS90) in an amount of \$2,000,000 per occurrence or statutory minimum, whichever is greater. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insured at no cost to NJ TRANSIT.

Should it be required, NJ TRANSIT will provide Railroad Protective Comprehensive General Liability Insurance coverage for this Agreement.

All policies are to be written by insurance companies authorized to do business in New Jersey with an A.M. Best and Company rating of "A-" or better (or equivalent rating). All policies shall contain an endorsement that if the policy is canceled, non-renewed or is subject to any material reduction in limits, the Insurer will provide written notice to NJ TRANSIT at least thirty (30) days prior to the occurrence of such event in accordance with Article 33, NOTIFICATION with a copy to NJ TRANSIT's Senior Director of Risk Management as follows:

NJ TRANSIT
One Penn Plaza East
Newark, New Jersey 07105-2246
Attn: Ms. Lisa A. Gatchell
Senior Director, Risk Management

The foregoing insurance coverage is not intended to nor does it limit the liability of the Consultant to hold the Indemnified Parties harmless.

The Consultant shall provide NJ TRANSIT with evidence of the Consultant's insurance. Said insurance shall be maintained in full force and effect by the Consultant, subconsultant and assignee, if any, from the effective date of this Agreement until completion of and final payment for the Scope of Services. If the Consultant (subconsultant or assignee) shall fail or refuse to renew its insurance, as necessary, NJ TRANSIT may cancel or refuse to make payment of any further monies due under this Agreement. In lieu of requiring its assignees or subconsultants to carry this coverage, the Consultant may elect to cover them under its policies of insurance.

13. **AUDIT AND INSPECTION OF RECORDS:** The Consultant shall retain all records, data, documents, reports, payroll, and material relating to the Agreement and Scope of Services (collectively, "Records") from the effective date hereof through and until the expiration of five (5) years after completion of

and final payment for the Scope of Services. The Consultant shall permit authorized representatives of USDOT, FTA, the Comptroller General of the United States and NJ TRANSIT or their duly authorized representatives and, pursuant to N.J.S.A. 52:15C-14(d), the Office of the State Comptroller, upon request, to inspect, audit, and photocopy all Records of it and its subconsultants and assignees, if any..

NJ TRANSIT shall have the right to inspect all services hereunder and specifically reserves the right to conduct on-site visits and perform financial audits and operational reviews. Any inspection, audit or review or lack thereof shall not relieve the Consultant of responsibility for satisfactory performance of the Scope of Services. Consultant shall maintain a true and correct set of Records for all charges and in sufficient detail to permit reasonable verification or correction of charges and performance in accordance with this Agreement.

Any such audit shall be conducted at Consultant's principal place of business during Consultant's normal business hours and at NJ TRANSIT's expense, provided all costs incurred by NJ TRANSIT in conducting any such audit shall be reimbursed by Consultant in the event such audit reveals an aggregate discrepancy in any invoice or cumulative invoice not previously audited by NJ TRANSIT of more than two percent (2%) of the final total costs and fees for the period under audit as determined by NJ TRANSIT.

The Consultant further agrees to include in all its subcontracts hereunder a provision whereby subconsultant agrees that it will keep all Records until the expiration of five (5) years after final payment under the subcontract, and that the authorized representatives of the USDOT, the FTA, the Comptroller General of the United States, NJ TRANSIT and the Office of the State Comptroller or their duly authorized representatives shall, have access to and the right to inspect, audit and photocopy all Records related to the subconsultant's performance and costs under the subcontract.

Documents of every nature prepared pursuant to this Agreement shall be available to and become the property of NJ TRANSIT, and basic notes and other pertinent data shall be made available to NJ TRANSIT upon request without restriction as to their future use. Such documents shall be provided or made available within thirty (30) days of NJ TRANSIT's request.

The periods of access and examination described above, for Records which relate to: (1) appeals under Article 34, DISPUTES; (2) litigation or the settlement of claims arising out of the performance of

this Agreement; or (3) costs and expenses of this Agreement as to which exception has been taken by NJ TRANSIT or the Office of State Comptroller or any of their authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

14. TERMINATION OF THE AGREEMENT FOR CONVENIENCE: NJ TRANSIT may terminate the Consultant's services in whole or in part for any reason at any time before completion. In that event, the Consultant shall be given written notice by the Contracting Officer of such termination specifying the effective date thereof. Compensation shall be paid to the Consultant pursuant to the terms of Article 2, COMPENSATION for the work actually performed prior to such date. All documents begun or completed by the Consultant pursuant to this Agreement shall become the property of NJ TRANSIT. After receipt of such written notice, the Consultant shall not incur any new obligations without the prior written approval of the Contracting Officer and shall cancel as many outstanding obligations so related as possible. NJ TRANSIT will evaluate each obligation deemed non-cancellable by the Consultant in order to determine its eligibility for inclusion in compensable costs. No damages of any nature shall be claimed against NJ TRANSIT in the event it exercises this right of termination.

15. TERMINATION OF THE AGREEMENT FOR CAUSE: NJ TRANSIT may terminate this Agreement in whole or in part at any time if the Consultant has materially failed to comply with terms of the Agreement. In the event of such failure, NJ TRANSIT shall promptly give written notification to the Consultant of its intent to terminate and the reasons therefor. The Consultant shall have ten (10) days, or such additional time as NJ TRANSIT may grant, after receipt of notice to cure its failure. If the failure is not cured to the satisfaction of NJ TRANSIT, NJ TRANSIT may terminate this Agreement (in whole or in part) effective immediately.

After receipt of notice of termination, the Consultant shall not incur any new obligations without the approval of NJ TRANSIT and shall cancel as many outstanding obligations as possible. NJ TRANSIT will evaluate each obligation deemed non-cancelable by the Consultant in order to determine its eligibility for inclusion in compensable costs. Compensation shall be made for Scope of Services identified in Exhibit A (Scope of Services) pursuant to the terms of this Agreement for work actually performed, completed and approved by NJ TRANSIT prior to the date of termination.

If this Agreement or any part thereof is terminated for cause, NJ TRANSIT may procure services similar to those so terminated. The Consultant shall be liable to NJ TRANSIT for any reasonable excess costs incurred for such similar services.

The Consultant shall not claim any damages of any nature against NJ TRANSIT in the event NJ TRANSIT exercises this right of termination. The rights and remedies available to NJ TRANSIT in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If, after notice of termination of this Agreement under the provisions of this Article, it is determined for any reason that the Consultant was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 14, TERMINATION FOR CONVENIENCE.

16. BUSINESS REGISTRATION NOTICE: In accordance with N.J.S.A. 52:32-44, all New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue. It is requested that proof of valid business registration be submitted by a proposer with its proposal. Failure to submit such valid business registration with a proposal will not render the proposal materially non-responsive. If not submitted with the proposal, the Business Registration Certificate (BRC) must be submitted prior to award of an Agreement. The certificate must be valid at time of award. The Business Registration Certificate (BRC) form (Form NJ-REG) can be found online at <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>.

No contract with a Subconsultant shall be entered into by any Consultant unless the subconsultant first provides proof of valid business registration. The Consultant shall maintain a list of the names of any subconsultants and their current addresses, updated as necessary during the course of the contract performance and the Consultant shall submit the complete and accurate list to NJ TRANSIT before final payment is made for services rendered under the Agreement.

The Consultant and any Subconsultant performing services under the Agreement, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

17. SOURCE DISCLOSURE:

A. 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 by a Consultant or subconsultant within the United States and the certification is approved by the Executive Director of NJ TRANSIT.

All Consultants seeking a contract primarily for services with NJ TRANSIT must disclose the location, by country, where services under the contract, including subcontracted services, will be performed. If any of the services cannot be performed within the United States, the Consultant 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 his certification that the services cannot be performed in the United States and whether to seek the approval of the Executive Director.

B. Breach of Contract for Shift of Services outside the United States

If, during the term of the Agreement, the Consultant or subconsultant, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside the United States, the Consultant shall be deemed to be in breach of the Agreement, which shall be subject to termination for cause pursuant to Article 15, TERMINATION OF THE AGREEMENT FOR CAUSE, unless previously approved by NJ TRANSIT.

18. USE OF BRAND NAME PRODUCTS IN DESIGN: Consultants engaged to prepare specifications or to perform design work, or both, for NJ TRANSIT shall prepare such specifications to encourage full and open competition. A situation considered to be restrictive of competition involves specifying only a "brand name" product instead of allowing "an equal" product to be offered and listing the products' salient characteristics. Accordingly, Consultants engaged in preparing specifications or performing design work for NJ TRANSIT are required to include the salient characteristics of a product when it is identified by "brand name" and allow for an equivalent. Consultants may define salient characteristics by using

language similar to the following:

- (a) 'Original Equipment Manufacturer (OEM) part #123 or approved equal that complies with the original equipment manufacturer's requirements or specifications and will not compromise any OEM warranties'; or
- (b) 'Original Equipment Manufacturer part #123 or approved equal that is appropriate for use with and fits properly in [describe the bus, engine, or other].

19. PATENT RIGHTS AND RIGHTS IN DATA:

A.) Rights in Data

1.) The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards; magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

2.) All "subject data" first produced in the performance of this Agreement shall be the sole property of NJ TRANSIT. The Consultant agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the Consultant shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of NJ TRANSIT until such time as NJ TRANSIT may have released such data to the public.

3.) The Consultant agrees to grant and does hereby grant to NJ TRANSIT and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world:

a.) To publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this Agreement, but which is incorporated in the work furnished under this Agreement; and

b.) To authorize others so to do.

4.) The Consultant shall indemnify and save and hold harmless NJ TRANSIT, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement.

5.) Nothing contained in this Article shall imply a license to NJ TRANSIT under any patent or be construed as affecting the scope of any license or other right otherwise granted to NJ TRANSIT under any patent.

6.) Paragraphs 3 and 4, above, are not applicable to material furnished to the Consultant by NJ TRANSIT and incorporated in the work furnished under the Agreement; provided that such incorporated material is identified by the Consultant at the time of delivery of such work.

7.) In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under this Agreement shall become subject data as defined in this clause and shall be delivered as NJ TRANSIT may direct.

B.) Patent Rights

1.) If any invention, improvement, or discovery of the Consultant is conceived or first actually reduced to practice in the course of or under this Agreement, which invention, improvement or discovery may be patentable under the laws of the United States of America or any foreign country, the Consultant shall immediately notify NJ TRANSIT.

2.) The rights and responsibilities of NJ TRANSIT and the Consultant with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.

20. PUBLICATION AND PUBLICITY: The Consultant, its subconsultants, assignees, employees or agents shall not release or publish any information or material generated from this project to others outside of NJ TRANSIT without the express written permission of NJ TRANSIT except as specified in the Scope of Services.

21. EQUAL EMPLOYMENT OPPORTUNITY: The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) set forth in the State of New Jersey Equal Employment Opportunity Provisions for Professional Service Contracts, annexed hereto, are hereby made a part of this Agreement as Exhibit D.

In accordance with the provisions of N.J.S.A. 10:2-1 through 10:2-4 as amended and supplemented and the rules and regulations promulgated pursuant thereto, the Consultant agrees that:

- a. In the hiring of persons for the performance of work under this Agreement or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Agreement, no Consultant, nor any person acting on behalf of such Consultant or subconsultant, shall, by reason of race, religion, 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;
- b. No Consultant, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Agreement 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 such Agreement, on account of age, race, religion, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality, or sex;
- c. There may be deducted from the amount payable to the Consultant by the contracting public agency, under this Agreement, 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 Agreement; and
- d. This Agreement may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this Article of the Agreement occurring after notice to the Consultant from the contracting public agency of any prior violation of this Article of the Consultant.

22. EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES: The Consultant and NJ TRANSIT agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of NJ TRANSIT pursuant to this Agreement, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the Consultant shall defend NJ TRANSIT and the State of New Jersey in any action or administrative proceeding commenced pursuant to this Act. The Consultant shall indemnify, protect, and save harmless NJ TRANSIT and the State, their agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Consultant shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. If any action or administrative proceeding results in an award of damages against NJ TRANSIT or the State or if NJ TRANSIT or the State incur any expense to cure a violation of the ADA, the Consultant shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by NJ TRANSIT of the services provided by the Consultant pursuant to this Agreement will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless NJ TRANSIT pursuant to this paragraph.

The Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be

construed to relieve the Consultant from any liability, nor preclude NJ TRANSIT from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

23. DISADVANTAGED BUSINESS ENTERPRISES: Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of this Agreement and any subcontract under it. NJ TRANSIT and the Consultant shall take all necessary and reasonable steps, in accordance with 49 CFR Part 26 and the provisions set forth in Exhibit E, annexed hereto, to ensure that Disadvantaged Businesses have equal opportunity to participate. Failure by the Consultant to carry out the requirements of this Article shall be deemed a material breach of this Agreement.

24. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW:

(a) The Consultant shall comply with applicable laws, ordinances, and codes of the United States, the State of New Jersey and local governments within the State. If NJ TRANSIT determines that the Consultant has violated or failed to comply with applicable federal, state or local laws with respect to its performance under this Agreement, NJ TRANSIT may withhold payments for such performance and take such other action that it deems appropriate under the circumstances until compliance or remedial action has been accomplished by the Consultant to the satisfaction of NJ TRANSIT.

(b) Incorporation of FTA Terms

This Professional Service Agreement includes, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in this Agreement. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any NJ TRANSIT requests which would cause NJ TRANSIT to be in violation of the FTA Master Agreement between NJ TRANSIT and the FTA.

(c) Changes to Federal Requirements

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NJ TRANSIT and the FTA, as they may be amended or promulgated from time to time

during the term of this Agreement. Consultant's failure to so comply shall constitute a material breach of this Agreement unless the FTA determines otherwise.

25. CONFLICT OF INTEREST: In the event that the Consultant deems that any work currently being performed by it on other projects or any work to be performed on future projects is in conflict directly or indirectly with this Agreement, the Consultant shall immediately so notify NJ TRANSIT. NJ TRANSIT, in its sole discretion, shall have the right to terminate this Agreement in accordance with Article 14, TERMINATION OF THE AGREEMENT FOR CONVENIENCE hereof.

26. CONSULTANT'S EMPLOYEES: All personnel employed on this project and their daily rates shall be approved in writing by NJ TRANSIT prior to assignment to this project and, in addition, any employee of the Consultant or its subconsultants declared undesirable by NJ TRANSIT shall be relieved of any work under this Agreement.

The Consultant must receive NJ TRANSIT's prior written approval of any change in the project organization/manpower and subconsultant project team approved for this project.

27. PROHIBITED INTEREST: No member, officer, or employee of NJ TRANSIT or its subsidiaries shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No former member, officer or employee of NJ TRANSIT or its subsidiaries who, during his tenure, had a direct, substantial involvement with matters that are closely related to this Agreement, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

28. INTERESTS OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

29. NJ TRANSIT CODE OF ETHICS FOR CONSULTANTS:

A.) The Consultant shall not employ any NJ TRANSIT officer or employee in the business of the Consultant or in professional activity in which the Consultant is involved with the NJ TRANSIT officer or employee.

The Consultant shall not offer or provide any interest, financial or otherwise, direct or indirect, to any NJ TRANSIT officer or employee, in the business of the Consultant or professional activity in which the Consultant is involved with the NJ TRANSIT officer or employee.

The Consultant shall not cause or influence, or attempt to cause or influence, any NJ TRANSIT officer or employee to act in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJ TRANSIT officer or employee.

The Consultant shall not cause or influence, or attempt to cause or influence, any NJ TRANSIT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that Consultant or any other person.

The Consultant shall not offer any NJ TRANSIT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, employees or officers of NJ TRANSIT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, or any other item which could be construed as having more than nominal value.

B.) In accordance with N.J.A.C. 16:72-4.1, the Consultant may be suspended and/or debarred if the Consultant:

1.) Makes any offer or agreement to pay or to make payment of, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJ TRANSIT Board member, officer, or employee or to any member of the immediate family of such Board member, officer, or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such Board member, officer, or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

2.) Fails to report to the Attorney General and to the Executive Commission on Ethical Standards in writing forthwith the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any NJ TRANSIT Board member, officer, or employee;

3.) Undertakes, directly or indirectly, any private business, commercial, or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sale, directly or indirectly of any interest in such Consultant to, any NJ TRANSIT Board member, officer, or employee having any duties or responsibilities in connection with the purchase, acquisition, or sale of any property or services by or to NJ TRANSIT, or with any person, firm, or entity with which he is employed or

associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationship subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the NJ TRANSIT Board member, officer, or employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest;

4.) Influences or attempts to influence or causes to be influenced, any NJ TRANSIT Board member, officer, or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of such Board member, officer, or employee; or

5.) Causes or influences or attempts to cause or influence, any NJ TRANSIT Board member, officer, or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Consultant or any other person.

30. POLITICAL ACTIVITY PROHIBITED: None of the funds or services contributed by NJ TRANSIT or the Consultant under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

31. NONSOLICITATION: The Consultant warrants that it has not retained any party other than a bona fide employee working for the Consultant to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. For breach of this warranty, NJ TRANSIT shall have the right to terminate this Agreement for cause.

32. MERGER AND SEVERABILITY: This Agreement embodies the entire agreement between the parties. If any provision herein is held invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions hereof.

33. NOTIFICATION: Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given or furnished to, or filed with one party by another party shall be in writing and shall be delivered by hand or by deposit in the mails of the United States, postage paid, in an envelope addressed as follows:

If to NJ TRANSIT:

Mr. James Schworn
Chief of Procurement & Support Services
NJ TRANSIT
One Penn Plaza East
Newark, New Jersey 07105-2246
Attn: _____

With a copy to:

NJ TRANSIT
One Penn Plaza East
Newark, New Jersey 07105-2246
Attn: _____
Project Manager

If to the Consultant:

Attn: _____

Either party to the Agreement may redesignate the recipient or change the address of the recipient of notifications hereunder by notifying the other party to this Agreement, in writing, of such change.

34. DISPUTES: Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties will be decided in writing by the authorized representative of the Contracting Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Contracting Officer. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Contracting Officer shall be binding upon the Consultant and the Consultant shall abide by the decision. The New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., shall govern any action which may be brought by the Consultant as a result of NJ TRANSIT's decision.

35. OUT OF STATE CORPORATIONS: If the Consultant is a corporation organized under laws of a state other than New Jersey, the Consultant shall have a certificate of authority to do business in New Jersey in accordance with N.J.S.A. 14A:13-3. In addition, pursuant to N.J.S.A. 14A:4-1 et seq., the Consultant shall maintain a registered office in New Jersey, have a registered agent with a business office in New Jersey and shall file with the Secretary of State the name of said agent and address of said office and provide a copy thereof to NJ TRANSIT.

Inquiries should be directed to:

State of New Jersey
Department of State
Division of Commercial Recording
CN-308
Trenton, New Jersey 08625
www.state.nj.us/njbgs

36. SUCCESSORS: This Agreement shall bind the heirs, representatives, successors, and assignees of the Consultant.

37. GOVERNING LAW: The Agreement shall be governed by and interpreted pursuant to the laws of the State of New Jersey.

38. QUALITY ASSURANCE PLAN: The Consultant shall perform all work according to the highest standards of professional care. The Consultant shall establish and maintain a Quality Assurance Plan, subject to NJ TRANSIT's approval, setting forth the Consultant's policy for quality assurance and procedures for implementing that policy. Such plan must apply to all persons engaged in work under this Agreement, include regular and written procedures for performance of all Project activities, and provide sufficient information to senior managers to enable effective supervision of the Project. The procedures shall provide for sufficient documentation to allow review and audit by NJ TRANSIT, and NJ TRANSIT may, in its discretion, review the Consultant's implementation of the procedures.

39. PROJECT SUPERVISION: If engineering, design, architectural or surveying services are provided under this Agreement, the Consultant shall assign an engineer or architect authorized to practice in the State of New Jersey to supervise the Scope of Services. The design and engineering services for this project shall be performed and/or approved by a Professional Engineer or Registered Architect licensed to practice in the State of New Jersey.

The Consultant shall exercise all due care in the preparation of contract documents for construction to ensure that they conform to all applicable legal and other requirements in effect at the time of issuance of the contract documents. The approval of plans and specifications which have been submitted to NJ TRANSIT is not to be construed as authority to violate, cancel or set aside any provisions of such requirements or this Agreement. Nothing contained in this Agreement is intended to relieve the Consultant of responsibility for maintaining adequate supervision over the design in order to guard against deficiencies in the design work.

The Consultant shall be liable to NJ TRANSIT for any reasonable costs incurred by NJ TRANSIT to correct, modify or redesign any drawings submitted by the Consultant that are found to be defective or not in accordance with the provisions of this Agreement as a result of any act, error or omission on the part of the Consultant, or its agents, servants or employees. The Consultant shall be given reasonable opportunity to correct any deficiencies at no additional cost to NJ TRANSIT.

The Consultant shall also be liable to NJ TRANSIT for any reasonable costs incurred to correct, modify or reconstruct contractor work which was done based on any drawings submitted by the Consultant that are found to be defective or not in accordance with the provisions of this Agreement as a result of any act, error or omission on the part of the Consultant, or its agents, servants or employees. The Consultant shall be given reasonable opportunity to correct any deficiencies at no additional cost to NJ TRANSIT.

40. HISTORIC PRESERVATION: The Consultant shall submit to NJ TRANSIT, pursuant to this Agreement, a final design which meets the "Standards for Rehabilitation" established and published by the United States Department of the Interior at 36 CFR Part 67, which standards are applied by the Commissioner of Environmental Protection in the statutory review, required by N.J.S.A. 13:1B-15.131, of projects which will encroach upon a site included in the New Jersey Register of Historic Places. In the event that the final design for the Project is submitted for review pursuant to N.J.S.A. 13:1B-15.131 and is not approved or is approved with conditions by the Commissioner of Environmental Protection, for reasons that the final design does not meet said standards, the Consultant shall correct or modify said design immediately upon notification of non-approval, or shall reimburse NJ TRANSIT for any reasonable costs incurred by NJ TRANSIT to correct or modify the design, so that it may be approved by the Commissioner of Environmental Protection.

41. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS:

A.) The Consultant recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the project. Accordingly, by signing the Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Agreement. In addition to other penalties that may be applicable, the

Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Consultant to the extent the Federal Government deems appropriate.

B.) The Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal Assistance authorized by 49 USC § 5307, the Government reserves the right to impose on the Consultant the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1), to the extent the Federal Government deems appropriate.

42. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES: The Consultant agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the contract in connection with the performance of the project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the subrecipient and third party contractor.

43. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS: Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply with the requirements of 49 USC § 5323(h)(2) by refraining from using any Federal Assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

44. CLEAN WATER AND CLEAN AIR ACTS: If this Agreement shall be in an amount greater than \$100,000, the Consultant shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, Environmental Protection Agency Regulations (40 CFR Part 15), and any other applicable standard, order or requirement issued pursuant to Federal statute or regulation. The Consultant shall report violations to NJ TRANSIT, FTA and to the USEPA Assistant Administrator for Enforcement.

45. ENERGY CONSERVATION: The Consultant shall comply with mandatory standards and policies relating to energy efficiency contained in applicable State of New Jersey Energy Conservation Plans issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 et seq.).

46. CIVIL RIGHTS: During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest and its subconsultant at every tier (hereinafter referred to as the "Consultant") agrees as follows:

(a) Compliance with Regulations

The Consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(b) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(c) Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal

policies that may in the future affect activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, or age. Such action 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. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(2) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(d) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(e) Information and Reports

The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or NJ TRANSIT or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instruction. Where any information is required or a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the

Consultant shall so certify to NJ TRANSIT, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(f) Sanctions for Noncompliance

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, NJ TRANSIT shall impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

- (1) Withholding of payments to the Consultant under the Contract until the Consultant complies; and/or
- (2) Cancellation, termination or suspension of the Contract, in whole or in part.

47. CONTRACT WORK HOURS AND SAFETY STANDARDS: During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

A.) Overtime Requirements: No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week, whichever is greater.

B.) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in case the work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

C.) Withholding for Unpaid Wages and Liquidated Damages: NJ TRANSIT shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other Federally-assigned contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B)(2) of 29 CFR Section 5.5.

D.) Nonconstruction Grants: The Consultant or subconsultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. These records shall be made available by the Consultant or subconsultant for inspection, copying, or transcription by authorized representatives of NJ TRANSIT, the FTA and the Department of Labor, and the Consultant or subconsultant will permit such representatives to interview employees during working hours on the job.

E.) Subcontracts: The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in Paragraphs A through E of this Section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in Paragraphs A through E of this Section.

48. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

By signing this agreement, the lower tier participant, defined as the Consultant and its subconsultants, 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 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 lower tier participant shall provide immediate written notice to NJ TRANSIT if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Certain terms used in this clause have the meanings set out in 2 CFR Part 1200 and 2 CFR Part 180.

The lower tier participant agrees by signing this agreement that 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 lower tier participant further agrees by signing this agreement 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 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 fifth 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 lower tier participant certifies by signing this agreement that neither it nor its "principals" (as defined 2 CFR 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 lower tier participant is unable to certify to the statements in this certification, such participant shall submit a written explanation.

The lower tier participant shall also be currently registered and active with no exclusion on the U.S. Government System for Award Management (SAM) database.

49. LIMITATIONS ON LOBBYING: The Consultant and its subconsultants shall comply with 31 USC 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions".

A.) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

B.) Any Consultant and any subconsultant at any tier who requests or receives a Federally-assisted contract or subcontract in excess of \$100,000 from NJ TRANSIT shall file with NJ TRANSIT the certification attached to this Agreement and entitled "Certification for Contracts, Grants, Loans and Cooperative Agreements" which certifies that the Consultant or subconsultant, as applicable, has not made, and will not make, any payment prohibited by paragraph A.) of this Article.

C.) Any Consultant and any subconsultant who has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action) which would be prohibited under paragraph A.) of this Article if paid for with appropriated funds, shall file with NJ TRANSIT a disclosure form entitled "Disclosure of Lobbying Activities", which is available from NJ TRANSIT.

D.) Any certification or disclosure form filed under paragraphs B.) and C.) of this Article shall be forwarded from tier to tier until received by NJ TRANSIT. Any certification or disclosure form shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded.

E.) The prohibition on the use of appropriated funds does not apply in the case of a payment of reasonable compensation to an officer or employee of a Consultant or subconsultant if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

F.) The prohibition on the use of appropriated funds does not apply in the case of any reasonable payment to an officer or employee of a Consultant or subconsultant or to a person, other than an officer or employee of a Consultant or subconsultant, if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for a Federal contract, grant, loan or cooperative agreement.

50. BUY AMERICA DESIGN REQUIREMENTS: The Consultant shall design the project to ensure that the plans and specifications produced by the Consultant under this Agreement permit compliance with Section 165 of the Surface Transportation Assistance Act of 1982 (P.L. 97-424). All iron, steel and manufactured products specified by the Consultant shall be of domestic manufacture or origin, except as otherwise approved by NJ TRANSIT. Whenever the Consultant lists a product by make, manufacturer or model number in the specifications, the Consultant shall first ensure that the product is of domestic manufacture or origin. Should the Consultant find it necessary to specify iron, steel, or manufactured products which are not produced in the United States in sufficient and reasonably available quantities, then the Consultant shall submit a written justification to the Contracting Officer describing in detail the product, its estimated cost, the rationale for its use in the project and the basis for the Consultant's belief that the product is of limited domestic availability. NJ TRANSIT, in its sole discretion, will determine whether to seek a waiver of the Buy America requirements from the U.S. Secretary of Transportation. Should NJ TRANSIT determine that there is insufficient basis for seeking a waiver or if a waiver request is denied by USDOT, the Consultant shall redesign the project to conform with Buy America requirements at no additional cost to NJ TRANSIT.

51. FLY AMERICA REQUIREMENTS: The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

52. SEISMIC SAFETY: The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

53. SETTING OFF TAX ARREARS AGAINST SUMS OWED: Whenever a taxpayer under contract with the State of New Jersey is indebted for any State Tax in accordance with N.J.S.A. 54:49-19, the State of New Jersey shall seek to set off the indebtedness as follows:

Whenever any taxpayer under contract to provide goods or services to the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, is entitled to payment for the goods or services or on that construction project and at the same time the taxpayer is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as may be necessary to satisfy the indebtedness. The Director, in consultation with the Director of the Division of Budget and Accounting in the Department of the Treasury, shall establish procedures and methods to effect a set-off. The Director shall give notice of the set-off to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects and provide an

opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A 54:49-18, but no request for conference, protest, or subsequent appeal to the Tax Court from any protest under this Article shall stay the collection of the indebtedness. No payment shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution of the indebtedness. Interest that may be payable by the State pursuant to N.J.S.A. 52:32-32 et seq. to the taxpayer, the provider of goods and services or the contractor or subcontractor of construction projects shall be stayed.

54. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN: Pursuant to N.J.S.A. 52:32-55 et seq., any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Consultants must review this list prior to completing the Disclosure of Investment Activities In Iran Certification. If NJ TRANSIT finds a person or entity to be in violation of law, NJ TRANSIT 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.

55. ATTACHMENTS/EXHIBITS: All Appendices, Attachments and Exhibits, as listed below, are incorporated into this Contract:

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.

WITNESS:

NEW JERSEY TRANSIT CORPORATION

By: _____
Title

By: _____
Contracting Officer or Duly Authorized Designee

WITNESS:

CONSULTANT

By: _____
Title

By: _____
Title

The aforementioned Agreement has been reviewed and approved as to form only.

ROBERT LOUGY
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: _____
Deputy Attorney General

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

EXHIBIT 2 - TRAVEL & BUSINESS REIMBURSEMENT GUIDELINES

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$89	\$51
AL	Birmingham	Jefferson / Shelby			\$ 94	\$ 59
AL	Gulf Shores	Baldwin	October 1	February 29	\$ 101	\$ 64
AL	Gulf Shores	Baldwin	March 1	July 31	\$ 130	\$ 64
AL	Gulf Shores	Baldwin	August 1	September 30	\$ 101	\$ 64
AL	Mobile	Mobile	October 1	December 31	\$ 89	\$ 59
AL	Mobile	Mobile	January 1	February 29	\$ 99	\$ 59
AL	Mobile	Mobile	March 1	September 30	\$ 89	\$ 59
AR	Hot Springs	Garland			\$ 101	\$ 59
AR	Little Rock	Pulaski			\$ 91	\$ 59
AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	October 1	October 31	\$ 124	\$ 64
AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	November 1	February 29	\$ 89	\$ 64
AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	March 1	September 30	\$ 124	\$ 64
AZ	Kayenta	Navajo			\$ 112	\$ 59
AZ	Phoenix / Scottsdale	Maricopa	October 1	December 31	\$ 113	\$ 59
AZ	Phoenix / Scottsdale	Maricopa	January 1	March 31	\$ 161	\$ 59
AZ	Phoenix / Scottsdale	Maricopa	April 1	May 31	\$ 120	\$ 59
AZ	Phoenix / Scottsdale	Maricopa	June 1	August 31	\$ 89	\$ 59
AZ	Phoenix / Scottsdale	Maricopa	September 1	September 30	\$ 113	\$ 59
AZ	Sedona	City Limits of Sedona	October 1	February 29	\$ 134	\$ 74
AZ	Sedona	City Limits of Sedona	March 1	August 31	\$ 141	\$ 74
AZ	Sedona	City Limits of Sedona	September 1	September 30	\$ 134	\$ 74
AZ	Tucson	Pima	October 1	December 31	\$ 89	\$ 59
AZ	Tucson	Pima	January 1	February 29	\$ 106	\$ 59
AZ	Tucson	Pima	March 1	September 30	\$ 89	\$ 59
CA	Antioch / Brentwood / Concord	Contra Costa			\$ 132	\$ 64
CA	Bakersfield / Ridgecrest	Kern			\$ 95	\$ 59
CA	Barstow / Ontario / Victorville	San Bernardino			\$ 96	\$ 54
CA	Death Valley	Inyo			\$ 102	\$ 64
CA	Eureka / Arcata / McKinleyville	Humboldt	October 1	May 31	\$ 94	\$ 74
CA	Eureka / Arcata / McKinleyville	Humboldt	June 1	August 31	\$ 112	\$ 74
CA	Eureka / Arcata / McKinleyville	Humboldt	September 1	September 30	\$ 94	\$ 74
CA	Fresno	Fresno			\$ 92	\$ 64

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
CA	Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	October 1	December 31	\$ 150	\$ 64
CA	Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	January 1	March 31	\$ 157	\$ 64
CA	Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	April 1	September 30	\$ 150	\$ 64
CA	Mammoth Lakes	Mono	October 1	November 30	\$ 116	\$ 74
CA	Mammoth Lakes	Mono	December 1	February 29	\$ 159	\$ 74
CA	Mammoth Lakes	Mono	March 1	September 30	\$ 116	\$ 74
CA	Mill Valley / San Rafael / Novato	Marin	October 1	October 31	\$ 146	\$ 74
CA	Mill Valley / San Rafael / Novato	Marin	November 1	December 31	\$ 130	\$ 74
CA	Mill Valley / San Rafael / Novato	Marin	January 1	September 30	\$ 146	\$ 74
CA	Monterey	Monterey	October 1	June 30	\$ 134	\$ 74
CA	Monterey	Monterey	July 1	August 31	\$ 175	\$ 74
CA	Monterey	Monterey	September 1	September 30	\$ 134	\$ 74
CA	Napa	Napa	October 1	October 31	\$ 191	\$ 69
CA	Napa	Napa	November 1	April 30	\$ 149	\$ 69
CA	Napa	Napa	May 1	September 30	\$ 191	\$ 69
CA	Oakhurst	Madera	October 1	May 31	\$ 91	\$ 64
CA	Oakhurst	Madera	June 1	August 31	\$ 115	\$ 64
CA	Oakhurst	Madera	September 1	September 30	\$ 91	\$ 64
CA	Oakland	Alameda			\$ 140	\$ 69
CA	Palm Springs	Riverside	October 1	May 31	\$ 123	\$ 64
CA	Palm Springs	Riverside	June 1	August 31	\$ 92	\$ 64
CA	Palm Springs	Riverside	September 1	September 30	\$ 123	\$ 64
CA	Point Arena / Gualala	Mendocino			\$ 106	\$ 69
CA	Redding	Shasta			\$ 90	\$ 64
CA	Sacramento	Sacramento			\$ 112	\$ 64
CA	San Diego	San Diego	October 1	December 31	\$ 140	\$ 64
CA	San Diego	San Diego	January 1	July 31	\$ 153	\$ 64
CA	San Diego	San Diego	August 1	September 30	\$ 140	\$ 64
CA	San Francisco	San Francisco			\$ 250	\$ 74
CA	San Luis Obispo	San Luis Obispo	October 1	May 31	\$ 112	\$ 64
CA	San Luis Obispo	San Luis Obispo	June 1	August 31	\$ 133	\$ 64

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
CA	San Luis Obispo	San Luis Obispo	September 1	September 30	\$ 112	\$ 64
CA	San Mateo / Foster City / Belmont	San Mateo	October 1	December 31	\$ 178	\$ 69
CA	San Mateo / Foster City / Belmont	San Mateo	January 1	March 31	\$ 184	\$ 69
CA	San Mateo / Foster City / Belmont	San Mateo	April 1	September 30	\$ 178	\$ 69
CA	Santa Barbara	Santa Barbara	October 1	June 30	\$ 161	\$ 74
CA	Santa Barbara	Santa Barbara	July 1	August 31	\$ 211	\$ 74
CA	Santa Barbara	Santa Barbara	September 1	September 30	\$ 161	\$ 74
CA	Santa Cruz	Santa Cruz	October 1	May 31	\$ 129	\$ 59
CA	Santa Cruz	Santa Cruz	June 1	August 31	\$ 164	\$ 59
CA	Santa Cruz	Santa Cruz	September 1	September 30	\$ 129	\$ 59
CA	Santa Monica	City limits of Santa Monica	October 1	May 31	\$ 217	\$ 64
CA	Santa Monica	City limits of Santa Monica	June 1	August 31	\$ 252	\$ 64
CA	Santa Monica	City limits of Santa Monica	September 1	September 30	\$ 217	\$ 64
CA	Santa Rosa	Sonoma	October 1	October 31	\$ 134	\$ 64
CA	Santa Rosa	Sonoma	November 1	February 29	\$ 118	\$ 64
CA	Santa Rosa	Sonoma	March 1	September 30	\$ 134	\$ 64
CA	South Lake Tahoe	El Dorado	October 1	November 30	\$ 111	\$ 64
CA	South Lake Tahoe	El Dorado	December 1	June 30	\$ 136	\$ 64
CA	South Lake Tahoe	El Dorado	July 1	August 31	\$ 162	\$ 64
CA	South Lake Tahoe	El Dorado	September 1	September 30	\$ 111	\$ 64
CA	Stockton	San Joaquin			\$ 97	\$ 64
CA	Sunnyvale / Palo Alto / San Jose	Santa Clara	October 1	March 31	\$ 187	\$ 64
CA	Sunnyvale / Palo Alto / San Jose	Santa Clara	April 1	May 31	\$ 175	\$ 64
CA	Sunnyvale / Palo Alto / San Jose	Santa Clara	June 1	September 30	\$ 187	\$ 64
CA	Tahoe City	Placer			\$ 93	\$ 64
CA	Truckee	Nevada			\$ 120	\$ 74
CA	Visalia / Lemoore	Tulare / Kings			\$ 90	\$ 59
CA	West Sacramento / Davis	Yolo			\$ 113	\$ 64
CA	Yosemite National Park	Mariposa	October 1	December 31	\$ 118	\$ 69
CA	Yosemite National Park	Mariposa	January 1	May 31	\$ 107	\$ 69
CA	Yosemite National Park	Mariposa	June 1	August 31	\$ 132	\$ 69

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
CA	Yosemite National Park	Mariposa	September 1	September 30	\$ 118	\$ 69
CO	Aspen	Pitkin	October 1	November 30	\$ 115	\$ 74
CO	Aspen	Pitkin	December 1	March 31	\$ 266	\$ 74
CO	Aspen	Pitkin	April 1	May 31	\$ 114	\$ 74
CO	Aspen	Pitkin	June 1	August 31	\$ 193	\$ 74
CO	Aspen	Pitkin	September 1	September 30	\$ 115	\$ 74
CO	Boulder / Broomfield	Boulder / Broomfield			\$ 125	\$ 59
CO	Colorado Springs	El Paso			\$ 91	\$ 59
CO	Cortez	Montezuma	October 1	May 31	\$ 91	\$ 59
CO	Cortez	Montezuma	June 1	September 30	\$ 114	\$ 59
CO	Crested Butte / Gunnison	Gunnison	October 1	November 30	\$ 108	\$ 64
CO	Crested Butte / Gunnison	Gunnison	December 1	March 31	\$ 154	\$ 64
CO	Crested Butte / Gunnison	Gunnison	April 1	September 30	\$ 108	\$ 64
CO	Denver / Aurora	Denver / Adams / Arapahoe / Jefferson			\$ 172	\$ 69
CO	Douglas	Douglas			\$ 116	\$ 59
CO	Durango	La Plata	October 1	May 31	\$ 100	\$ 64
CO	Durango	La Plata	June 1	September 30	\$ 146	\$ 64
CO	Fort Collins / Loveland	Larimer			\$ 109	\$ 59
CO	Grand Lake	Grand	October 1	November 30	\$ 120	\$ 64
CO	Grand Lake	Grand	December 1	March 31	\$ 196	\$ 64
CO	Grand Lake	Grand	April 1	May 31	\$ 104	\$ 64
CO	Grand Lake	Grand	June 1	September 30	\$ 120	\$ 64
CO	Montrose	Montrose	October 1	May 31	\$ 89	\$ 64
CO	Montrose	Montrose	June 1	August 31	\$ 94	\$ 64
CO	Montrose	Montrose	September 1	September 30	\$ 89	\$ 64
CO	Silverthorne / Breckenridge	Summit	October 1	November 30	\$ 106	\$ 64
CO	Silverthorne / Breckenridge	Summit	December 1	March 31	\$ 167	\$ 64
CO	Silverthorne / Breckenridge	Summit	April 1	May 31	\$ 97	\$ 64
CO	Silverthorne / Breckenridge	Summit	June 1	September 30	\$ 106	\$ 64
CO	Steamboat Springs	Routt	October 1	November 30	\$ 104	\$ 74
CO	Steamboat Springs	Routt	December 1	March 31	\$ 178	\$ 74
CO	Steamboat Springs	Routt	April 1	May 31	\$ 89	\$ 74
CO	Steamboat Springs	Routt	June 1	September 30	\$ 104	\$ 74
CO	Telluride	San Miguel	October 1	November 30	\$ 134	\$ 74
CO	Telluride	San Miguel	December 1	March 31	\$ 354	\$ 74
CO	Telluride	San Miguel	April 1	May 31	\$ 142	\$ 74
CO	Telluride	San Miguel	June 1	August 31	\$ 187	\$ 74

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
CO	Telluride	San Miguel	September 1	September 30	\$ 134	\$ 74
CO	Vail	Eagle	October 1	November 30	\$ 130	\$ 74
CO	Vail	Eagle	December 1	March 31	\$ 350	\$ 74
CO	Vail	Eagle	April 1	June 30	\$ 144	\$ 74
CO	Vail	Eagle	July 1	August 31	\$ 176	\$ 74
CO	Vail	Eagle	September 1	September 30	\$ 130	\$ 74
CT	Bridgeport / Danbury	Fairfield			\$ 129	\$ 64
CT	Cromwell / Old Saybrook	Middlesex			\$ 93	\$ 64
CT	Hartford	Hartford			\$ 117	\$ 59
CT	New Haven	New Haven			\$ 96	\$ 64
CT	New London / Groton	New London			\$ 98	\$ 64
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	October 1	October 31	\$ 222	\$ 69
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	November 1	February 29	\$ 179	\$ 69
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	March 1	June 30	\$ 226	\$ 69
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	July 1	August 31	\$ 174	\$ 69
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	September 1	September 30	\$ 222	\$ 69
DE	Dover	Kent	October 1	April 30	\$ 89	\$ 54

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
DE	Dover	Kent	May 1	September 30	\$ 104	\$ 54
DE	Lewes	Sussex	October 1	June 30	\$ 92	\$ 59
DE	Lewes	Sussex	July 1	August 31	\$ 148	\$ 59
DE	Lewes	Sussex	September 1	September 30	\$ 92	\$ 59
DE	Wilmington	New Castle			\$ 122	\$ 54
FL	Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry	October 1	December 31	\$ 101	\$ 59
FL	Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry	January 1	April 30	\$ 175	\$ 59
FL	Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry	May 1	September 30	\$ 101	\$ 59
FL	Bradenton	Manatee	October 1	January 31	\$ 89	\$ 54
FL	Bradenton	Manatee	February 1	March 31	\$ 142	\$ 54
FL	Bradenton	Manatee	April 1	September 30	\$ 89	\$ 54
FL	Cocoa Beach	Brevard	October 1	January 31	\$ 107	\$ 64
FL	Cocoa Beach	Brevard	February 1	March 31	\$ 130	\$ 64
FL	Cocoa Beach	Brevard	April 1	September 30	\$ 107	\$ 64
FL	Daytona Beach	Volusia	October 1	January 31	\$ 89	\$ 59
FL	Daytona Beach	Volusia	February 1	March 31	\$ 118	\$ 59
FL	Daytona Beach	Volusia	April 1	July 31	\$ 97	\$ 59
FL	Daytona Beach	Volusia	August 1	September 30	\$ 89	\$ 59
FL	Fort Lauderdale	Broward	October 1	December 31	\$ 141	\$ 64
FL	Fort Lauderdale	Broward	January 1	March 31	\$ 199	\$ 64
FL	Fort Lauderdale	Broward	April 1	May 31	\$ 144	\$ 64
FL	Fort Lauderdale	Broward	June 1	September 30	\$ 110	\$ 64
FL	Fort Myers	Lee	October 1	December 31	\$ 101	\$ 59
FL	Fort Myers	Lee	January 1	April 30	\$ 165	\$ 59
FL	Fort Myers	Lee	May 1	September 30	\$ 101	\$ 59
FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton	October 1	October 31	\$ 132	\$ 64
FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton	November 1	February 29	\$ 91	\$ 64
FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton	March 1	May 31	\$ 148	\$ 64
FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton	June 1	July 31	\$ 203	\$ 64

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton	August 1	September 30	\$ 132	\$ 64
FL	Gainesville	Alachua			\$ 98	\$ 59
FL	Gulf Breeze	Santa Rosa	October 1	February 29	\$ 89	\$ 64
FL	Gulf Breeze	Santa Rosa	March 1	July 31	\$ 105	\$ 64
FL	Gulf Breeze	Santa Rosa	August 1	September 30	\$ 89	\$ 64
FL	Key West	Monroe	October 1	November 30	\$ 200	\$ 69
FL	Key West	Monroe	December 1	January 31	\$ 265	\$ 69
FL	Key West	Monroe	February 1	April 30	\$ 307	\$ 69
FL	Key West	Monroe	May 1	September 30	\$ 194	\$ 69
FL	Miami	Miami-Dade	October 1	November 30	\$ 148	\$ 64
FL	Miami	Miami-Dade	December 1	March 31	\$ 212	\$ 64
FL	Miami	Miami-Dade	April 1	May 31	\$ 160	\$ 64
FL	Miami	Miami-Dade	June 1	September 30	\$ 124	\$ 64
FL	Naples	Collier	October 1	December 31	\$ 145	\$ 64
FL	Naples	Collier	January 1	April 30	\$ 236	\$ 64
FL	Naples	Collier	May 1	September 30	\$ 125	\$ 64
FL	Orlando	Orange	October 1	March 31	\$ 127	\$ 59
FL	Orlando	Orange	April 1	September 30	\$ 110	\$ 59
FL	Panama City	Bay	October 1	February 29	\$ 89	\$ 59
FL	Panama City	Bay	March 1	May 31	\$ 120	\$ 59
FL	Panama City	Bay	June 1	July 31	\$ 131	\$ 59
FL	Panama City	Bay	August 1	September 30	\$ 89	\$ 59
FL	Pensacola	Escambia	October 1	February 29	\$ 100	\$ 59
FL	Pensacola	Escambia	March 1	May 31	\$ 114	\$ 59
FL	Pensacola	Escambia	June 1	July 31	\$ 140	\$ 59
FL	Pensacola	Escambia	August 1	September 30	\$ 100	\$ 59
FL	Punta Gorda	Charlotte	October 1	January 31	\$ 89	\$ 59
FL	Punta Gorda	Charlotte	February 1	March 31	\$ 137	\$ 59
FL	Punta Gorda	Charlotte	April 1	September 30	\$ 89	\$ 59
FL	Sarasota	Sarasota	October 1	November 30	\$ 98	\$ 59
FL	Sarasota	Sarasota	December 1	April 30	\$ 141	\$ 59
FL	Sarasota	Sarasota	May 1	September 30	\$ 98	\$ 59
FL	Sebring	Highlands			\$ 92	\$ 54
FL	St. Augustine	St. Johns			\$ 118	\$ 59
FL	Stuart	Martin	October 1	January 31	\$ 91	\$ 59
FL	Stuart	Martin	February 1	March 31	\$ 135	\$ 59

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
FL	Stuart	Martin	April 1	September 30	\$ 91	\$ 59
FL	Tallahassee	Leon			\$ 98	\$ 54
FL	Tampa / St. Petersburg	Pinellas / Hillsborough	October 1	December 31	\$ 106	\$ 54
FL	Tampa / St. Petersburg	Pinellas / Hillsborough	January 1	March 31	\$ 133	\$ 54
FL	Tampa / St. Petersburg	Pinellas / Hillsborough	April 1	September 30	\$ 106	\$ 54
FL	Vero Beach	Indian River	October 1	November 30	\$ 125	\$ 59
FL	Vero Beach	Indian River	December 1	April 30	\$ 169	\$ 59
FL	Vero Beach	Indian River	May 1	September 30	\$ 125	\$ 59
GA	Athens	Clarke			\$ 93	\$ 59
GA	Atlanta	Fulton / Dekalb / Cobb			\$ 138	\$ 69
GA	Augusta	Richmond			\$ 97	\$ 59
GA	Jekyll Island / Brunswick	Glynn	October 1	March 31	\$ 118	\$ 64
GA	Jekyll Island / Brunswick	Glynn	April 1	July 31	\$ 157	\$ 64
GA	Jekyll Island / Brunswick	Glynn	August 1	September 30	\$ 118	\$ 64
GA	Savannah	Chatham	October 1	February 29	\$ 108	\$ 59
GA	Savannah	Chatham	March 1	April 30	\$ 123	\$ 59
GA	Savannah	Chatham	May 1	September 30	\$ 108	\$ 59
IA	Cedar Rapids	Linn			\$ 91	\$ 54
IA	Dallas	Dallas			\$ 117	\$ 54
IA	Des Moines	Polk			\$ 101	\$ 59
ID	Bonner's Ferry / Sandpoint	Bonner / Boundary / Shoshone	October 1	May 31	\$ 89	\$ 64
ID	Bonner's Ferry / Sandpoint	Bonner / Boundary / Shoshone	June 1	September 30	\$ 111	\$ 64
ID	Coeur d'Alene	Kootenai	October 1	May 31	\$ 89	\$ 59
ID	Coeur d'Alene	Kootenai	June 1	August 31	\$ 131	\$ 59
ID	Coeur d'Alene	Kootenai	September 1	September 30	\$ 89	\$ 59
ID	Sun Valley / Ketchum	Blaine / Elmore			\$ 104	\$ 54
IL	Bolingbrook / Romeoville / Lemont	Will			\$ 94	\$ 54
IL	Chicago	Cook / Lake	October 1	November 30	\$ 212	\$ 74
IL	Chicago	Cook / Lake	December 1	February 29	\$ 141	\$ 74
IL	Chicago	Cook / Lake	March 1	April 30	\$ 160	\$ 74
IL	Chicago	Cook / Lake	May 1	August 31	\$ 200	\$ 74
IL	Chicago	Cook / Lake	September 1	September 30	\$ 212	\$ 74
IL	O'Fallon / Fairview Heights / Collinsville	Bond / Calhoun / Clinton / Jersey / Macoupin / Madison / Monroe / St. Clair			\$ 125	\$ 54
IL	Oak Brook Terrace	Dupage			\$ 108	\$ 59
IN	Bloomington	Monroe			\$ 104	\$ 69

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
IN	Ft. Wayne	Allen			\$ 90	\$ 54
IN	Hammond / Munster / Merrillville	Lake			\$ 94	\$ 59
IN	Indianapolis / Carmel	Marion / Hamilton			\$ 107	\$ 54
IN	Lafayette / West Lafayette	Tippecanoe			\$ 93	\$ 54
IN	South Bend	St. Joseph			\$ 92	\$ 59
KS	Kansas City / Overland Park	Wyandotte / Johnson / Leavenworth			\$ 112	\$ 64
KS	Wichita	Sedgwick			\$ 95	\$ 59
KY	Boone	Boone			\$ 92	\$ 54
KY	Kenton	Kenton			\$ 135	\$ 69
KY	Lexington	Fayette			\$ 102	\$ 54
KY	Louisville	Jefferson	October 1	January 31	\$ 111	\$ 59
KY	Louisville	Jefferson	February 1	May 31	\$ 127	\$ 59
KY	Louisville	Jefferson	June 1	September 30	\$ 111	\$ 59
LA	Alexandria / Leesville / Natchitoches	Allen / Jefferson Davis / Natchitoches / Rapides / Vernon Parishes			\$ 97	\$ 64
LA	Baton Rouge	East Baton Rouge Parish			\$ 98	\$ 59
LA	New Orleans	Orleans / St. Bernard / Jefferson / Plaquemine Parishes	October 1	December 31	\$ 153	\$ 64
LA	New Orleans	Orleans / St. Bernard / Jefferson / Plaquemine Parishes	January 1	April 30	\$ 160	\$ 64
LA	New Orleans	Orleans / St. Bernard / Jefferson / Plaquemine Parishes	May 1	September 30	\$ 122	\$ 64
MA	Andover	Essex			\$ 107	\$ 59
MA	Boston / Cambridge	Suffolk, city of Cambridge	October 1	October 31	\$ 275	\$ 69
MA	Boston / Cambridge	Suffolk, city of Cambridge	November 1	March 31	\$ 198	\$ 69
MA	Boston / Cambridge	Suffolk, city of Cambridge	April 1	June 30	\$ 247	\$ 69
MA	Boston / Cambridge	Suffolk, city of Cambridge	July 1	August 31	\$ 233	\$ 69
MA	Boston / Cambridge	Suffolk, city of Cambridge	September 1	September 30	\$ 275	\$ 69
MA	Burlington / Woburn	Middlesex less the city of Cambridge			\$ 136	\$ 64
MA	Falmouth	City limits of Falmouth	October 1	June 30	\$ 116	\$ 64
MA	Falmouth	City limits of Falmouth	July 1	August 31	\$ 199	\$ 64
MA	Falmouth	City limits of Falmouth	September 1	September 30	\$ 116	\$ 64
MA	Hyannis	Barnstable less the city of Falmouth	October 1	June 30	\$ 102	\$ 64
MA	Hyannis	Barnstable less the city of Falmouth	July 1	August 31	\$ 161	\$ 64
MA	Hyannis	Barnstable less the city of Falmouth	September 1	September 30	\$ 102	\$ 64
MA	Martha's Vineyard	Dukes	October 1	May 31	\$ 126	\$ 74

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STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
MA	Martha's Vineyard	Dukes	June 1	September 30	\$ 276	\$ 74
MA	Nantucket	Nantucket	October 1	December 31	\$ 163	\$ 74
MA	Nantucket	Nantucket	January 1	May 31	\$ 128	\$ 74
MA	Nantucket	Nantucket	June 1	August 31	\$ 275	\$ 74
MA	Nantucket	Nantucket	September 1	September 30	\$ 163	\$ 74
MA	Northampton	Hampshire			\$ 106	\$ 64
MA	Pittsfield	Berkshire			\$ 120	\$ 64
MA	Plymouth / Taunton / New Bedford	Plymouth / Bristol			\$ 103	\$ 59
MA	Quincy	Norfolk			\$ 139	\$ 59
MA	Springfield	Hampden			\$ 105	\$ 59
MA	Worcester	Worcester			\$ 111	\$ 59
MD	Aberdeen / Bel Air / Belcamp	Harford			\$ 99	\$ 59
MD	Annapolis	Anne Arundel	October 1	October 31	\$ 121	\$ 69
MD	Annapolis	Anne Arundel	November 1	April 30	\$ 101	\$ 69
MD	Annapolis	Anne Arundel	May 1	September 30	\$ 121	\$ 69
MD	Baltimore City	Baltimore City	October 1	November 30	\$ 158	\$ 69
MD	Baltimore City	Baltimore City	December 1	February 29	\$ 123	\$ 69
MD	Baltimore City	Baltimore City	March 1	August 31	\$ 151	\$ 69
MD	Baltimore City	Baltimore City	September 1	September 30	\$ 158	\$ 69
MD	Baltimore County	Baltimore			\$ 98	\$ 59
MD	Cambridge / St. Michaels	Dorchester / Talbot	October 1	March 31	\$ 111	\$ 64
MD	Cambridge / St. Michaels	Dorchester / Talbot	April 1	August 31	\$ 148	\$ 64
MD	Cambridge / St. Michaels	Dorchester / Talbot	September 1	September 30	\$ 111	\$ 64
MD	Centreville	Queen Anne	October 1	November 30	\$ 125	\$ 69
MD	Centreville	Queen Anne	December 1	January 31	\$ 102	\$ 69
MD	Centreville	Queen Anne	February 1	September 30	\$ 125	\$ 69
MD	Columbia	Howard			\$ 106	\$ 64
MD	Frederick	Frederick			\$ 98	\$ 59
MD	Lexington Park / Leonardtown / Lusby	St. Mary's / Calvert			\$ 91	\$ 59
MD	Ocean City	Worcester	October 1	May 31	\$ 89	\$ 64
MD	Ocean City	Worcester	June 1	August 31	\$ 212	\$ 64
MD	Ocean City	Worcester	September 1	September 30	\$ 89	\$ 64
ME	Bar Harbor	Hancock	October 1	October 31	\$ 132	\$ 74
ME	Bar Harbor	Hancock	November 1	June 30	\$ 106	\$ 74
ME	Bar Harbor	Hancock	July 1	August 31	\$ 168	\$ 74

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
ME	Bar Harbor	Hancock	September 1	September 30	\$ 132	\$ 74
ME	Kennebunk / Kittery / Sanford	York	October 1	November 30	\$ 106	\$ 59
ME	Kennebunk / Kittery / Sanford	York	December 1	March 31	\$ 89	\$ 59
ME	Kennebunk / Kittery / Sanford	York	April 1	June 30	\$ 96	\$ 59
ME	Kennebunk / Kittery / Sanford	York	July 1	August 31	\$ 142	\$ 59
ME	Kennebunk / Kittery / Sanford	York	September 1	September 30	\$ 106	\$ 59
ME	Portland	Cumberland / Sagadahoc	October 1	October 31	\$ 131	\$ 59
ME	Portland	Cumberland / Sagadahoc	November 1	June 30	\$ 103	\$ 59
ME	Portland	Cumberland / Sagadahoc	July 1	August 31	\$ 151	\$ 59
ME	Portland	Cumberland / Sagadahoc	September 1	September 30	\$ 131	\$ 59
ME	Rockport	Knox	October 1	June 30	\$ 89	\$ 69
ME	Rockport	Knox	July 1	August 31	\$ 113	\$ 69
ME	Rockport	Knox	September 1	September 30	\$ 89	\$ 69
MI	Ann Arbor	Washtenaw			\$ 111	\$ 59
MI	Benton Harbor / St. Joseph / Stevensville	Berrien			\$ 93	\$ 54
MI	Detroit	Wayne			\$ 115	\$ 54
MI	East Lansing / Lansing	Ingham / Eaton			\$ 96	\$ 59
MI	Grand Rapids	Kent			\$ 103	\$ 59
MI	Holland	Ottawa			\$ 98	\$ 59
MI	Kalamazoo / Battle Creek	Kalamazoo / Calhoun			\$ 96	\$ 54
MI	Mackinac Island	Mackinac	October 1	June 30	\$ 89	\$ 59
MI	Mackinac Island	Mackinac	July 1	August 31	\$ 103	\$ 59
MI	Mackinac Island	Mackinac	September 1	September 30	\$ 89	\$ 59
MI	Midland	Midland			\$ 102	\$ 54
MI	Muskegon	Muskegon	October 1	May 31	\$ 89	\$ 54
MI	Muskegon	Muskegon	June 1	August 31	\$ 111	\$ 54
MI	Muskegon	Muskegon	September 1	September 30	\$ 89	\$ 54
MI	Petoskey	Emmet	October 1	November 30	\$ 94	\$ 59
MI	Petoskey	Emmet	December 1	August 31	\$ 101	\$ 59
MI	Petoskey	Emmet	September 1	September 30	\$ 94	\$ 59
MI	Pontiac / Auburn Hills	Oakland			\$ 103	\$ 54
MI	South Haven	Van Buren	October 1	May 31	\$ 89	\$ 59
MI	South Haven	Van Buren	June 1	August 31	\$ 106	\$ 59
MI	South Haven	Van Buren	September 1	September 30	\$ 89	\$ 59
MI	Traverse City / Leland	Grand Traverse / Leelanau	October 1	October 31	\$ 100	\$ 74
MI	Traverse City / Leland	Grand Traverse / Leelanau	November 1	June 30	\$ 89	\$ 74

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
MI	Traverse City / Leland	Grand Traverse / Leelanau	July 1	August 31	\$ 168	\$ 74
MI	Traverse City / Leland	Grand Traverse / Leelanau	September 1	September 30	\$ 100	\$ 74
MN	Duluth	St. Louis	October 1	October 31	\$ 142	\$ 64
MN	Duluth	St. Louis	November 1	May 31	\$ 109	\$ 64
MN	Duluth	St. Louis	June 1	September 30	\$ 142	\$ 64
MN	Eagan / Burnsville / Mendota Heights	Dakota			\$ 96	\$ 59
MN	Minneapolis / St. Paul	Hennepin / Ramsey			\$ 140	\$ 64
MN	Rochester	Olmsted			\$ 115	\$ 64
MO	Kansas City	Jackson / Clay / Cass / Platte			\$ 112	\$ 64
MO	St. Louis	St. Louis / St. Louis City / St. Charles / Crawford / Franklin / Jefferson / Lincoln / Warren / Washington			\$ 125	\$ 54
MS	Oxford	Lafayette			\$ 105	\$ 64
MS	Southaven	Desoto			\$ 100	\$ 59
MS	Starkville	Oktibbeha			\$ 98	\$ 54
MT	Big Sky / West Yellowstone	Gallatin	October 1	May 31	\$ 89	\$ 59
MT	Big Sky / West Yellowstone	Gallatin	June 1	September 30	\$ 138	\$ 59
MT	Butte	Silver Bow			\$ 93	\$ 64
MT	Glendive / Sidney	Dawson / Richland			\$ 146	\$ 69
MT	Helena	Lewis and Clark			\$ 92	\$ 64
MT	Missoula / Polson / Kalispell	Missoula / Lake / Flathead	October 1	June 30	\$ 95	\$ 59
MT	Missoula / Polson / Kalispell	Missoula / Lake / Flathead	July 1	August 31	\$ 136	\$ 59
MT	Missoula / Polson / Kalispell	Missoula / Lake / Flathead	September 1	September 30	\$ 95	\$ 59
NC	Asheville	Buncombe			\$ 107	\$ 59
NC	Atlantic Beach / Morehead City	Carteret	October 1	May 31	\$ 89	\$ 64
NC	Atlantic Beach / Morehead City	Carteret	June 1	August 31	\$ 114	\$ 64
NC	Atlantic Beach / Morehead City	Carteret	September 1	September 30	\$ 89	\$ 64
NC	Chapel Hill	Orange			\$ 119	\$ 69
NC	Charlotte	Mecklenburg			\$ 117	\$ 59
NC	Durham	Durham			\$ 99	\$ 59
NC	Fayetteville	Cumberland			\$ 102	\$ 54
NC	Greensboro	Guilford	October 1	April 30	\$ 100	\$ 54
NC	Greensboro	Guilford	May 1	September 30	\$ 91	\$ 54

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
NC	Kill Devil	Dare	October 1	March 31	\$ 91	\$ 64
NC	Kill Devil	Dare	April 1	May 31	\$ 104	\$ 64
NC	Kill Devil	Dare	June 1	August 31	\$ 163	\$ 64
NC	Kill Devil	Dare	September 1	September 30	\$ 91	\$ 64
NC	New Bern / Havelock	Craven			\$ 91	\$ 54
NC	Raleigh	Wake			\$ 104	\$ 59
NC	Wilmington	New Hanover			\$ 98	\$ 59
ND	Dickinson / Beulah	Stark / Mercer / Billings			\$ 120	\$ 69
ND	Minot	Ward			\$ 91	\$ 64
ND	Williston	Williams / Mountrail / McKenzie			\$ 146	\$ 69
NE	Omaha	Douglas			\$ 104	\$ 64
NH	Concord	Merrimack			\$ 94	\$ 59
NH	Conway	Caroll	October 1	February 29	\$ 125	\$ 54
NH	Conway	Caroll	March 1	June 30	\$ 102	\$ 54
NH	Conway	Caroll	July 1	August 31	\$ 170	\$ 54
NH	Conway	Caroll	September 1	September 30	\$ 125	\$ 54
NH	Durham	Strafford			\$ 99	\$ 54
NH	Laconia	Belknap	October 1	May 31	\$ 92	\$ 69
NH	Laconia	Belknap	June 1	September 30	\$ 116	\$ 69
NH	Lebanon / Lincoln / West Lebanon	Grafton / Sullivan			\$ 118	\$ 64
NH	Manchester	Hillsborough			\$ 95	\$ 64
NH	Portsmouth	Rockingham	October 1	June 30	\$ 107	\$ 59
NH	Portsmouth	Rockingham	July 1	August 31	\$ 142	\$ 59
NH	Portsmouth	Rockingham	September 1	September 30	\$ 107	\$ 59
NJ	Atlantic City / Ocean City / Cape May	Atlantic / Cape May			\$ 97	\$ 64
NJ	Cherry Hill / Moorestown	Camden / Burlington			\$ 98	\$ 59
NJ	Eatontown / Freehold	Monmouth			\$ 101	\$ 59
NJ	Edison / Piscataway	Middlesex			\$ 110	\$ 59
NJ	Flemington	Hunterdon			\$ 115	\$ 64
NJ	Newark	Essex / Bergen / Hudson / Passaic			\$ 136	\$ 64
NJ	Parsippany	Morris			\$ 142	\$ 59
NJ	Princeton / Trenton	Mercer			\$ 128	\$ 59
NJ	Somerset	Somerset			\$ 140	\$ 59
NJ	Springfield / Cranford / New Providence	Union			\$ 117	\$ 59

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
NJ	Toms River	Ocean	October 1	May 31	\$ 89	\$ 64
NJ	Toms River	Ocean	June 1	August 31	\$ 102	\$ 64
NJ	Toms River	Ocean	September 1	September 30	\$ 89	\$ 64
NM	Carlsbad	Eddy			\$ 148	\$ 54
NM	Las Cruces	Dona Ana			\$ 94	\$ 59
NM	Santa Fe	Santa Fe			\$ 99	\$ 64
NM	Taos	Taos			\$ 93	\$ 69
NV	Incline Village / Reno / Sparks	Washoe	October 1	June 30	\$ 97	\$ 64
NV	Incline Village / Reno / Sparks	Washoe	July 1	August 31	\$ 136	\$ 64
NV	Incline Village / Reno / Sparks	Washoe	September 1	September 30	\$ 97	\$ 64
NV	Las Vegas	Clark	October 1	January 31	\$ 108	\$ 64
NV	Las Vegas	Clark	February 1	August 31	\$ 93	\$ 64
NV	Las Vegas	Clark	September 1	September 30	\$ 108	\$ 64
NY	Albany	Albany			\$ 115	\$ 59
NY	Binghamton / Owego	Broome / Tioga			\$ 99	\$ 59
NY	Buffalo	Erie			\$ 112	\$ 64
NY	Floral Park / Garden City / Great Neck	Nassau			\$ 150	\$ 69
NY	Glens Falls	Warren	October 1	June 30	\$ 99	\$ 64
NY	Glens Falls	Warren	July 1	August 31	\$ 160	\$ 64
NY	Glens Falls	Warren	September 1	September 30	\$ 99	\$ 64
NY	Ithaca / Waterloo / Romulus	Tompkins / Seneca			\$ 121	\$ 59
NY	Kingston	Ulster			\$ 115	\$ 69
NY	Lake Placid	Essex	October 1	November 30	\$ 115	\$ 74
NY	Lake Placid	Essex	December 1	February 29	\$ 140	\$ 74
NY	Lake Placid	Essex	March 1	June 30	\$ 107	\$ 74
NY	Lake Placid	Essex	July 1	August 31	\$ 172	\$ 74
NY	Lake Placid	Essex	September 1	September 30	\$ 115	\$ 74
NY	New York City	Bronx / Kings / New York / Queens / Richmond	October 1	December 31	\$ 306	\$ 74
NY	New York City	Bronx / Kings / New York / Queens / Richmond	January 1	February 29	\$ 181	\$ 74
NY	New York City	Bronx / Kings / New York / Queens / Richmond	March 1	June 30	\$ 270	\$ 74
NY	New York City	Bronx / Kings / New York / Queens / Richmond	July 1	August 31	\$ 242	\$ 74

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
NY	New York City	Bronx / Kings / New York / Queens / Richmond	September 1	September 30	\$ 306	\$ 74
NY	Niagara Falls	Niagara	October 1	June 30	\$ 89	\$ 59
NY	Niagara Falls	Niagara	July 1	August 31	\$ 114	\$ 59
NY	Niagara Falls	Niagara	September 1	September 30	\$ 89	\$ 59
NY	Nyack / Palisades	Rockland			\$ 112	\$ 64
NY	Poughkeepsie	Dutchess			\$ 104	\$ 64
NY	Riverhead / Ronkonkoma / Melville	Suffolk			\$ 126	\$ 64
NY	Rochester	Monroe			\$ 101	\$ 59
NY	Saratoga Springs / Schenectady	Saratoga / Schenectady	October 1	June 30	\$ 120	\$ 64
NY	Saratoga Springs / Schenectady	Saratoga / Schenectady	July 1	August 31	\$ 186	\$ 64
NY	Saratoga Springs / Schenectady	Saratoga / Schenectady	September 1	September 30	\$ 120	\$ 64
NY	Syracuse / Oswego	Onondaga / Oswego			\$ 100	\$ 59
NY	Tarrytown / White Plains / New Rochelle	Westchester			\$ 151	\$ 64
NY	Troy	Rensselaer			\$ 107	\$ 64
NY	Watertown	Jefferson			\$ 94	\$ 54
NY	West Point	Orange			\$ 106	\$ 59
OH	Akron	Summit			\$ 103	\$ 54
OH	Canton	Stark			\$ 106	\$ 59
OH	Cincinnati	Hamilton / Clermont			\$ 135	\$ 69
OH	Cleveland	Cuyahoga			\$ 125	\$ 69
OH	Columbus	Franklin			\$ 109	\$ 59
OH	Dayton / Fairborn	Greene / Darke / Montgomery			\$ 90	\$ 59
OH	Hamilton	Butler / Warren			\$ 101	\$ 54
OH	Medina / Wooster	Wayne / Medina			\$ 100	\$ 54
OH	Mentor	Lake			\$ 97	\$ 59
OH	Sandusky / Bellevue	Erie / Huron			\$ 96	\$ 54
OH	Youngstown	Mahoning / Trumbull			\$ 95	\$ 54
OK	Enid	Garfield			\$ 111	\$ 59
OK	Oklahoma City	Oklahoma			\$ 98	\$ 59
OR	Beaverton	Washington			\$ 119	\$ 59
OR	Bend	Deschutes	October 1	June 30	\$ 102	\$ 59

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
OR	Bend	Deschutes	July 1	August 31	\$ 130	\$ 59
OR	Bend	Deschutes	September 1	September 30	\$ 102	\$ 59
OR	Clackamas	Clackamas			\$ 102	\$ 59
OR	Eugene / Florence	Lane			\$ 106	\$ 59
OR	Lincoln City	Lincoln	October 1	June 30	\$ 98	\$ 59
OR	Lincoln City	Lincoln	July 1	August 31	\$ 125	\$ 59
OR	Lincoln City	Lincoln	September 1	September 30	\$ 98	\$ 59
OR	Portland	Multnomah			\$ 151	\$ 64
OR	Seaside	Clatsop	October 1	June 30	\$ 105	\$ 69
OR	Seaside	Clatsop	July 1	August 31	\$ 156	\$ 69
OR	Seaside	Clatsop	September 1	September 30	\$ 105	\$ 69
PA	Allentown / Easton / Bethlehem	Lehigh / Northampton			\$ 91	\$ 59
PA	Bucks	Bucks			\$ 100	\$ 59
PA	Chester / Radnor / Essington	Delaware			\$ 101	\$ 64
PA	Erie	Erie			\$ 95	\$ 54
PA	Gettysburg	Adams	October 1	October 31	\$ 98	\$ 64
PA	Gettysburg	Adams	November 1	March 31	\$ 89	\$ 64
PA	Gettysburg	Adams	April 1	September 30	\$ 98	\$ 64
PA	Harrisburg	Dauphin County excluding Hershey			\$ 106	\$ 69
PA	Hershey	Hershey	October 1	October 31	\$ 120	\$ 69
PA	Hershey	Hershey	November 1	May 31	\$ 108	\$ 69
PA	Hershey	Hershey	June 1	August 31	\$ 176	\$ 69
PA	Hershey	Hershey	September 1	September 30	\$ 120	\$ 69
PA	Lancaster	Lancaster			\$ 109	\$ 59
PA	Malvern / Frazer / Berwyn	Chester			\$ 124	\$ 59
PA	Mechanicsburg	Cumberland			\$ 90	\$ 54
PA	Montgomery	Montgomery			\$ 124	\$ 64
PA	Philadelphia	Philadelphia	October 1	November 30	\$ 174	\$ 64
PA	Philadelphia	Philadelphia	December 1	February 29	\$ 144	\$ 64
PA	Philadelphia	Philadelphia	March 1	June 30	\$ 168	\$ 64
PA	Philadelphia	Philadelphia	July 1	August 31	\$ 155	\$ 64
PA	Philadelphia	Philadelphia	September 1	September 30	\$ 174	\$ 64
PA	Pittsburgh	Allegheny			\$ 130	\$ 54
PA	Reading	Berks			\$ 99	\$ 54
PA	Scranton	Lackawanna			\$ 92	\$ 59
PA	State College	Centre			\$ 95	\$ 59

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
RI	East Greenwich / Warwick / North Kingstown	Kent / Washington			\$ 95	\$ 59
RI	Jamestown / Middletown / Newport	Newport	October 1	October 31	\$ 166	\$ 59
RI	Jamestown / Middletown / Newport	Newport	November 1	May 31	\$ 107	\$ 59
RI	Jamestown / Middletown / Newport	Newport	June 1	August 31	\$ 192	\$ 59
RI	Jamestown / Middletown / Newport	Newport	September 1	September 30	\$ 166	\$ 59
RI	Providence / Bristol	Providence / Bristol			\$ 138	\$ 59
SC	Aiken	Aiken			\$ 93	\$ 59
SC	Charleston	Charleston / Berkeley / Dorchester	October 1	November 30	\$ 171	\$ 69
SC	Charleston	Charleston / Berkeley / Dorchester	December 1	February 29	\$ 145	\$ 69
SC	Charleston	Charleston / Berkeley / Dorchester	March 1	May 31	\$ 203	\$ 69
SC	Charleston	Charleston / Berkeley / Dorchester	June 1	September 30	\$ 171	\$ 69
SC	Columbia	Richland / Lexington			\$ 99	\$ 59
SC	Hilton Head	Beaufort	October 1	March 31	\$ 103	\$ 64
SC	Hilton Head	Beaufort	April 1	August 31	\$ 144	\$ 64
SC	Hilton Head	Beaufort	September 1	September 30	\$ 103	\$ 64
SC	Myrtle Beach	Horry	October 1	March 31	\$ 89	\$ 59
SC	Myrtle Beach	Horry	April 1	May 31	\$ 105	\$ 59
SC	Myrtle Beach	Horry	June 1	August 31	\$ 151	\$ 59
SC	Myrtle Beach	Horry	September 1	September 30	\$ 89	\$ 59
SD	Hot Springs	Fall River / Custer	October 1	October 31	\$ 93	\$ 59
SD	Hot Springs	Fall River / Custer	November 1	May 31	\$ 89	\$ 59
SD	Hot Springs	Fall River / Custer	June 1	August 31	\$ 126	\$ 59
SD	Hot Springs	Fall River / Custer	September 1	September 30	\$ 93	\$ 59
SD	Rapid City	Pennington	October 1	May 31	\$ 89	\$ 59
SD	Rapid City	Pennington	June 1	August 31	\$ 137	\$ 59
SD	Rapid City	Pennington	September 1	September 30	\$ 89	\$ 59
SD	Sturgis / Spearfish	Meade / Butte / Lawrence	October 1	May 31	\$ 89	\$ 59
SD	Sturgis / Spearfish	Meade / Butte / Lawrence	June 1	August 31	\$ 126	\$ 59
SD	Sturgis / Spearfish	Meade / Butte / Lawrence	September 1	September 30	\$ 89	\$ 59
TN	Brentwood / Franklin	Williamson			\$ 114	\$ 59
TN	Chattanooga	Hamilton			\$ 95	\$ 64
TN	Knoxville	Knox			\$ 92	\$ 59

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
TN	Memphis	Shelby			\$ 106	\$ 59
TN	Nashville	Davidson			\$ 145	\$ 59
TX	Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine			\$ 149	\$ 59
TX	Austin	Travis	October 1	December 31	\$ 135	\$ 59
TX	Austin	Travis	January 1	March 31	\$ 159	\$ 59
TX	Austin	Travis	April 1	September 30	\$ 135	\$ 59
TX	Big Spring	Howard			\$ 171	\$ 54
TX	College Station	Brazos			\$ 114	\$ 59
TX	Corpus Christi	Nueces			\$ 105	\$ 59
TX	Dallas	Dallas	October 1	December 31	\$ 125	\$ 64
TX	Dallas	Dallas	January 1	May 31	\$ 138	\$ 64
TX	Dallas	Dallas	June 1	September 30	\$ 125	\$ 64
TX	El Paso	El Paso			\$ 95	\$ 59
TX	Galveston	Galveston	October 1	May 31	\$ 99	\$ 64
TX	Galveston	Galveston	June 1	August 31	\$ 129	\$ 64
TX	Galveston	Galveston	September 1	September 30	\$ 99	\$ 64
TX	Houston (L.B. Johnson Space Center)	Montgomery / Fort Bend / Harris	October 1	January 31	\$ 131	\$ 59
TX	Houston (L.B. Johnson Space Center)	Montgomery / Fort Bend / Harris	February 1	May 31	\$ 147	\$ 59
TX	Houston (L.B. Johnson Space Center)	Montgomery / Fort Bend / Harris	June 1	September 30	\$ 131	\$ 59
TX	Laredo	Webb			\$ 99	\$ 59
TX	McAllen	Hidalgo			\$ 93	\$ 59
TX	Midland	Midland	October 1	October 31	\$ 185	\$ 64
TX	Midland	Midland	November 1	January 31	\$ 174	\$ 64
TX	Midland	Midland	February 1	September 30	\$ 185	\$ 64
TX	Pearsall	Frio / Medina / La Salle	October 1	March 31	\$ 119	\$ 54
TX	Pearsall	Frio / Medina / La Salle	April 1	May 31	\$ 142	\$ 54
TX	Pearsall	Frio / Medina / La Salle	June 1	September 30	\$ 119	\$ 54
TX	Pecos	Reeves			\$ 152	\$ 54
TX	Plano	Collin			\$ 114	\$ 59
TX	Round Rock	Williamson			\$ 96	\$ 59
TX	San Angelo	Tom Green			\$ 136	\$ 59
TX	San Antonio	Bexar			\$ 120	\$ 64
TX	South Padre Island	Cameron	October 1	May 31	\$ 89	\$ 59

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
TX	South Padre Island	Cameron	June 1	August 31	\$ 117	\$ 59
TX	South Padre Island	Cameron	September 1	September 30	\$ 89	\$ 59
TX	Waco	McLennan			\$ 93	\$ 59
UT	Moab	Grand	October 1	October 31	\$ 143	\$ 64
UT	Moab	Grand	November 1	February 29	\$ 89	\$ 64
UT	Moab	Grand	March 1	September 30	\$ 143	\$ 64
UT	Park City	Summit	October 1	November 30	\$ 118	\$ 74
UT	Park City	Summit	December 1	March 31	\$ 232	\$ 74
UT	Park City	Summit	April 1	September 30	\$ 118	\$ 74
UT	Provo	Utah			\$ 91	\$ 59
UT	Salt Lake City	Salt Lake / Tooele	October 1	December 31	\$ 108	\$ 59
UT	Salt Lake City	Salt Lake / Tooele	January 1	March 31	\$ 123	\$ 59
UT	Salt Lake City	Salt Lake / Tooele	April 1	September 30	\$ 108	\$ 59
VA	Abingdon	Washington			\$ 98	\$ 69
VA	Blacksburg	Montgomery			\$ 100	\$ 59
VA	Charlottesville	City of Charlottesville / Albemarle / Greene			\$ 128	\$ 69
VA	Loudoun	Loudoun			\$ 97	\$ 59
VA	Lynchburg	Campbell / Lynchburg City			\$ 94	\$ 59
VA	Richmond	City of Richmond			\$ 121	\$ 64
VA	Roanoke	City limits of Roanoke			\$ 104	\$ 59
VA	Virginia Beach	City of Virginia Beach	October 1	May 31	\$ 96	\$ 59
VA	Virginia Beach	City of Virginia Beach	June 1	August 31	\$ 176	\$ 59
VA	Virginia Beach	City of Virginia Beach	September 1	September 30	\$ 96	\$ 59
VA	Wallops Island	Accomack	October 1	June 30	\$ 99	\$ 64
VA	Wallops Island	Accomack	July 1	August 31	\$ 180	\$ 64
VA	Wallops Island	Accomack	September 1	September 30	\$ 99	\$ 64
VA	Warrenton	Fauquier			\$ 98	\$ 59
VA	Williamsburg / York	James City / York Counties / City of Williamsburg	October 1	February 29	\$ 89	\$ 64
VA	Williamsburg / York	James City / York Counties / City of Williamsburg	March 1	August 31	\$ 96	\$ 64
VA	Williamsburg / York	James City / York Counties / City of Williamsburg	September 1	September 30	\$ 89	\$ 64
VT	Burlington / St. Albans / Middlebury	Chittenden / Franklin / Addison	October 1	October 31	\$ 128	\$ 64
VT	Burlington / St. Albans / Middlebury	Chittenden / Franklin / Addison	November 1	April 30	\$ 104	\$ 64

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
VT	Burlington / St. Albans / Middlebury	Chittenden / Franklin / Addison	May 1	September 30	\$ 128	\$ 64
VT	Manchester	Bennington	October 1	October 31	\$ 119	\$ 69
VT	Manchester	Bennington	November 1	June 30	\$ 98	\$ 69
VT	Manchester	Bennington	July 1	September 30	\$ 119	\$ 69
VT	Montpelier	Washington			\$ 115	\$ 74
VT	Stowe	Lamoille	October 1	October 31	\$ 136	\$ 74
VT	Stowe	Lamoille	November 1	June 30	\$ 119	\$ 74
VT	Stowe	Lamoille	July 1	September 30	\$ 136	\$ 74
VT	White River Junction	Windsor			\$ 100	\$ 69
WA	Everett / Lynnwood	Snohomish			\$ 113	\$ 64
WA	Ocean Shores	Grays Harbor	October 1	June 30	\$ 89	\$ 69
WA	Ocean Shores	Grays Harbor	July 1	August 31	\$ 110	\$ 69
WA	Ocean Shores	Grays Harbor	September 1	September 30	\$ 89	\$ 69
WA	Olympia / Tumwater	Thurston			\$ 99	\$ 69
WA	Port Angeles / Port Townsend	Clallam / Jefferson	October 1	June 30	\$ 100	\$ 74
WA	Port Angeles / Port Townsend	Clallam / Jefferson	July 1	August 31	\$ 137	\$ 74
WA	Port Angeles / Port Townsend	Clallam / Jefferson	September 1	September 30	\$ 100	\$ 74
WA	Richland / Pasco	Benton / Franklin			\$ 94	\$ 59
WA	Seattle	King	October 1	October 31	\$ 202	\$ 74
WA	Seattle	King	November 1	April 30	\$ 157	\$ 74
WA	Seattle	King	May 1	September 30	\$ 202	\$ 74
WA	Spokane	Spokane			\$ 96	\$ 64
WA	Tacoma	Pierce			\$ 112	\$ 64
WA	Vancouver	Clark / Cowlitz / Skamania			\$ 151	\$ 64
WI	Appleton	Outagamie			\$ 92	\$ 64
WI	Brookfield / Racine	Waukesha / Racine			\$ 97	\$ 59
WI	Madison	Dane	October 1	October 31	\$ 127	\$ 59
WI	Madison	Dane	November 1	August 31	\$ 105	\$ 59
WI	Madison	Dane	September 1	September 30	\$ 127	\$ 59
WI	Milwaukee	Milwaukee			\$ 115	\$ 64
WI	Sheboygan	Sheboygan	October 1	May 31	\$ 89	\$ 59
WI	Sheboygan	Sheboygan	June 1	August 31	\$ 94	\$ 59
WI	Sheboygan	Sheboygan	September 1	September 30	\$ 89	\$ 59
WI	Sturgeon Bay	Door	October 1	June 30	\$ 89	\$ 54
WI	Sturgeon Bay	Door	July 1	August 31	\$ 93	\$ 54
WI	Sturgeon Bay	Door	September 1	September 30	\$ 89	\$ 54

FY 2016 Per Diem Rates - Effective October 1, 2015

STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY16 Lodging Rate	FY16 M&IE
WI	Wisconsin Dells	Columbia	October 1	May 31	\$ 92	\$ 59
WI	Wisconsin Dells	Columbia	June 1	September 30	\$ 116	\$ 59
WV	Charleston	Kanawha			\$ 107	\$ 54
WV	Morgantown	Monongalia			\$ 102	\$ 54
WV	Wheeling	Ohio			\$ 119	\$ 54
WY	Cody	Park	October 1	May 31	\$ 102	\$ 64
WY	Cody	Park	June 1	September 30	\$ 139	\$ 64
WY	Evanston / Rock Springs	Sweetwater / Uinta			\$ 97	\$ 59
WY	Gillette	Campbell			\$ 104	\$ 59
WY	Jackson / Pinedale	Teton / Sublette	October 1	May 31	\$ 119	\$ 74
WY	Jackson / Pinedale	Teton / Sublette	June 1	September 30	\$ 179	\$ 74

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

EXHIBIT 3 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

STATE OF NEW JERSEY
EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS
FOR PROCUREMENT, PROFESSIONAL AND SERVICE 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 proposer agrees to comply with the following:

At the time the signed contract is returned to NJ TRANSIT, the said proposer (contractor) shall submit one of the following three documents:

1. A Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Control Compliance Programs; or
2. A Certificate of Employee Information Report from the State of New Jersey, Department of Treasury, Division of Public Contracts Equal Employment Opportunity Compliance; or
3. A Division of Public Contracts Equal Employment Opportunity Compliance Employee Information Report (Form AA-302).

A contractor shall not be eligible to submit an employee information report unless contractor certifies and agrees that it has never before applied for a certificate of employee information report in accordance with rules promulgated pursuant to N.J.S.A. 10:5-31 et seq.; and agrees to submit immediately to the Division of Public Contracts Equal Employment Opportunity Compliance a copy of the employee information report.

Contractors that have previously filed an Employee Information Report are required to apply for a renewal of the Certificate of Employee Information Report with the Department of Treasury, Division of Public Contracts Equal Employment Opportunity Compliance and submit a valid Certificate of Employee Information Report.

(NOTE: FOR THE PURPOSE OF THIS CONTRACT THE "PUBLIC AGENCY COMPLIANCE OFFICER" REFERENCED BELOW IS NJ TRANSIT'S ASSISTANT EXECUTIVE DIRECTOR, DIVERSITY PROGRAMS AND THE "PUBLIC AGENCY" IS NJ TRANSIT.)

II. SUBCONTRACTS; EQUAL EMPLOYMENT GOALS

The contractor agrees to incorporate these State of New Jersey EEO Provisions for Procurement, Professional and Service Contracts in its subcontracts for services.

In accordance with N.J.A.C. 17:27, Contractors and subcontractors are required to make a good faith effort to provide equal employment opportunity for minorities and women. Failure to make good faith efforts to provide equal employment opportunity for minorities and women may result in sanctions including fines/penalties, withholding of payment, termination of the contract, suspension/debarment or such other action as provided by law.

III. MANDATORY CONTRACT LANGUAGE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with 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 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender

identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property CCAU EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

EXHIBIT 4 - DBE REQUIREMENTS

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Jamie Fox, Board Chairman
Veronique Hakim, Executive Director



One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

NJ TRANSIT'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM POLICY STATEMENT

TO ALL NJ TRANSIT EMPLOYEES AND THE CONTRACTING COMMUNITY:

The NEW JERSEY TRANSIT CORPORATION (NJ TRANSIT) administers its Disadvantaged Business Enterprise (DBE) Program in accordance with the U.S. Department of Transportation (USDOT) regulation 49 CFR Part 26, and hereby reaffirms and formalizes its commitment to the DBE Program, and its objective: to create a "level playing field" in NJ TRANSIT's procurement activities.

As a major provider of public transportation with thousands of employees who have extensive daily contact with the public, NJ TRANSIT recognizes its responsibility to the community that it serves. It is the policy and commitment of NJ TRANSIT not to discriminate based on race, color, national origin, or sex in the award and performance of any NJ TRANSIT contract or in the administration of its DBE Program. It is also the policy of NJ TRANSIT to ensure that DBE's have a fair opportunity to be informed about, compete for, and participate in USDOT-assisted contracts.

In keeping with this commitment and this agency's obligations under 49 CFR Part 26, NJ TRANSIT will make every effort to achieve the following objectives:

- Ensure that only firms that fully meet eligibility standards of 49 CFR Part 26 are permitted to participate as DBE's on NJ TRANSIT contracts.
- Remove barriers that may prevent some DBE's from being able to participate on NJ TRANSIT contracts; and,
- Support the development of DBE firms, so they can compete successfully in the marketplace outside of the DBE Program.

Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. Contractors/Consultants shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the contractor/consultant to carry out these requirements shall constitute a breach of the contract, which could result in the termination of the contract or other such remedy, as NJ TRANSIT deems appropriate.

The VP of the Office of Civil Rights & Diversity Programs is the Disadvantaged Business Enterprise Liaison Officer (DBELO) for NJ TRANSIT and is responsible for implementing all aspects of NJ TRANSIT's DBE program and ensuring appropriate DBE participation in NJ TRANSIT's procurement activities.

NJ TRANSIT's Board of Directors is committed to the DBE Program. All Assistant Executive Directors, General Managers, Chiefs, and their staff, and DBE and non-DBE business communities that participate in USDOT-assisted contracts all share in the responsibility for making NJ TRANSIT's DBE Program a success. This policy is disseminated to all tiers of our organization, and to the DBE and non-DBE business communities that participate in our USDOT-assisted contracts.

Date: Oct 1, 2014


Veronique Hakim
Executive Director

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Joseph D. Bertoni, Acting Board Chairman
Veronique Hakim, Executive Director

NJTRANSIT

One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

**ANNOUNCEMENT
CHANGE IN POLICY (PROOF OF DBE CERTIFICATION)**

TO ALL EMPLOYEES AND CONTRACTING COMMUNITY

Effective September 1, 2014, the New Jersey Unified Certification Program (NJUCP) partners will no longer issue certificates as proof of DBE certification. The certifying partners (NJDOT, PANY/NJ and NJT) will continue to issue certification letters to firms, which include the North American Industry Classification System (NAICS) codes assigned to the firm based on the business activities or services it renders. The DBE firm should retain the letter as proof of DBE certification. Bidders shall request this letter from the DBE firm(s) and submit with all other required documents in the Bid or Proposal.

If you have any questions pertaining to this change please contact Ms. Lisa-Marie Codrington, Director of Contract Compliance at (973) 491-8941 or Mr. L. A. Hernández, Manager, Certification and Outreach at (973) 491-7530.

NEW JERSEY TRANSIT CORPORATION
DBE REQUIREMENTS FOR
RACE-CONSCIOUS
FEDERAL PROCUREMENT ACTIVITIES

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**NEW JERSEY TRANSIT CORPORATION
DBE REQUIREMENTS FOR
RACE-CONSCIOUS
FEDERAL PROCUREMENT ACTIVITIES**

The following pages provide Bidders/Proposers/Primes on federal contracts with New Jersey Transit (NJT), information about NJT's Disadvantaged Business Enterprise (DBE) Program, administered by the Office of Business Development (OBD). Prospective Bidders/Proposers/Primes will have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s). Further clarification of the DBE specifications, along with assistance in completing the forms, can be obtained by calling (973) 491-7593.

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

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

1.1 POLICY

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of NJT that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime signs with a subcontractor/subconsultant must include the following assurance referenced in article 1.2.

1.2 ASSURANCE

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

1.3 DBE GOAL FOR THIS PROJECT

As an aid in meeting the commitment of its DBE Program, NJT is setting a *race conscious* goal of awarding _____ percent of the gross sum bid/proposal to certified NJUCP DBE firms. Should the actual contract amount increase or decrease, through approved change order(s), the assigned goal may remain. The OBD will determine if the change orders and/or contract phases will result in an adjustment to the DBE participation goal.

1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

- 1.4.1 Failure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s). Refer to articles 5.6-5.7
- 1.4.2 All required forms, including the supplemental section (see articles 2.3-2.4) must be submitted in accordance with the requirements. **Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal.**
- 1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.
- 1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. Refer to article 2.0
- 1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.
- 1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.
- 1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.
- 1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) shall constitute a binding representation to NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. Refer to article 2.5a

1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

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

vehicles in lieu of complying with the procedures of this section.

1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

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

2. GUIDANCE ON A GOOD FAITH EFFORT

- 2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. **The Bidder/Proposer/Prime can meet this requirement in either of two ways:**
 - (1) The Bidder/ Proposer/Prime can meet the goal.
 - (2) The Bidder/Proposer/Prime shall exhaust the available options referenced in article 2.2 in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.
- (a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.
- (b) In determining a good faith effort, the OBD will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.
- (c) The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and should take a firm's price and capabilities as well as contract goals into consideration. **The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by NJT. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.**

- (d) The Bidder/Proposer/Prime's ability or desire to perform the work of a contract with its own organization (self-performance) does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.
- (e) The Bidder/Proposer/Prime shall not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.
- (f) The OBD will support the Bidder/Proposer/Prime in identifying ways to meet the assigned contract goal.

2.2 A GOOD FAITH EFFORT

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

- (a) The Bidder/Proposer/Prime shall solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capacity to perform the work of the contract.
 - (1) The Bidder/Proposer/Prime must solicit this interest within sufficient time to allow the DBE to respond to the solicitation.
 - (2) The Bidder/Proposer/Prime must take appropriate steps to follow up on initial solicitations in order to determine with certainty if the DBE firms are interested.
- (b) The Bidder/Proposer/Prime shall select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Prime might otherwise prefer to perform these work items with its own forces.
- (c) The Bidder/Proposer/Prime shall provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (d) The Bidder/Proposer/Prime shall negotiate with a DBE(s) with the intent to enter into a contract. It is the Bidder/Proposer's responsibility to make a portion of the work available to DBE subcontractors/subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE Primes and suppliers, so as to facilitate DBE participation.
 - (1) Evidence of such negotiation includes: the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (e) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining bonding, lines of credit, or

insurance as required by NJT or the Prime contractor.

- (f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime contractors groups; local, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

2.3 REQUIRED FORMS

- (a) **Form A - First Tier DBE Utilization:** Lists all First Tier DBE firms scheduled to participate on this contract.
- (b) **Form A1 - Bidder/Proposer Solicitation and Contractor Information:** Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, and participating on this contract.
- (c) **Form A2- Non-DBE Sub Utilization:** Lists all DBE and Non-DBE subcontractors/ subconsultants, including suppliers, participating on this contract.
- (d) **Form B - Intent to Perform as a DBE Sub:** Identifies the work the 1st Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) **DBE Good Faith Effort Form (if applicable):** Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.
- (f) **Trucking Commitment Agreement (if applicable):** Identifies all trucking firms (DBE and Non-DBE) participating on this contract, at any tier.
- (g) **NJ UCP DBE Certification & NAICS Code Verification:** Confirms the DBE status and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.
- (h) ***Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award):** Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.
- (i) **Form E2 – DBE's Monthly Payment Report (Post-Award):** Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.
- (j) **Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only):** Records monthly payments issued to each DBE Prime by NJ TRANSIT to.

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

2.4 SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)

- (a) **Form AA – Second Tier DBE Utilization:** Lists all Second Tier DBE firms scheduled to participate on the

DBE sub-Prime's contract.

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

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

(a) **Form A - First Tier DBE Utilization:**

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

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

(1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces. Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.

(2) For DBE suppliers, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a *manufacturer*, indicate the full value of its subcontract. If a DBE supplier is a *regular dealer*, show its total contract value multiplied by 60% (Ex. \$100K x 60%= \$60K). If a DBE supplier is *neither a manufacturer nor a dealer*, indicate the fee/commission only, not the cost of materials or supplies. See article 3.0 for direction on determining credit toward the goal.

(3) A detailed scope of work must be provided; one-word descriptions are not acceptable. (Ex. *Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton*).

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

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

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

DBE Requirements for Federal Procurement Activities [rev Sept 15, 2010]

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

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

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

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

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

(1) The Bidder/Proposer/Prime must provide interested DBEs with a copy of appropriate plans, specifications, and requirements of the contract in a timely manner to allow the DBE to prepare an appropriate price quote and submit on time.

(2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The non-DBE percentage of work is not counted toward the assigned goal.

(3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. See article 3.0

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) **Form E2 – DBE's Monthly Payment Report:**

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

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

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

2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:

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

however, approval is required.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

3.1 If a firm is not currently certified as a DBE in accordance with 49 CFR part 26 at the time of the execution of the contract, the firm's participation will not count toward the DBE goal.

3.1.1 A DBE performing less than 51% of its subcontract will not count toward the assigned goal and should not be listed on any forms.

3.1.2 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBEs subcontractor/subconsultant is a DBE.

(a) Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE contract goal.

(b) When a DBE performs as a participant in a **joint venture with a Non-DBE**, count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

- (c) A DBE performs a *commercially useful function* when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

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

3.2 COUNTING DBE PARTICIPATION

- 3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.

- (a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased or equipment leased by the DBE (*except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate*).

- 3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

3.3 DBE PRIME CONTRACTOR GUIDANCE

- 3.3.1 If a DBE Prime, expenditures are counted toward DBE goals only if the DBE is performing a commercially useful function on that contract.

- 3.3.2 A DBE Prime must perform or be responsible at least 30% of the total cost of its contract with its own workforce.

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

3.4 DBE TRUCKING FIRMS GUIDANCE

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

- (a) The DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE goals.

- (b) The DBE itself owns and operates at least one fully licensed, insured, and operational truck to be used on the contract.

- 3.4.2 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

3.5 LEASING TRUCKS

3.5.1 Leased trucks must display the name and identification number of the DBE.

3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE.

The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

3.5.3 The DBE may also lease trucks from a non-DBE firm, including an owner-operator.

(a) **The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.**

3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.

(a) This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

3.6 COUNTING MATERIALS AND SUPPLIES

3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:

(a) If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies are counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(b) If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(b), a regular dealer is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(3) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(4) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph 3.6.1(b).

(c) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, only the entire amount of fees or commissions charged for assistance in the procurement of the

materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar service. However, any portion of the cost of the materials and supplies themselves do not count toward DBE goals.

4.0 TERMINATION OF DBE(s)

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

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

4.2 ADDITION OF DBE(s)

4.2.1 Should the Bidder/Proposer/Prime wish to add a DBE not listed on Form A, a written request for the addition of a DBE(s) must be submitted by the Bidder/Proposer/Prime.

4.2.2 The Bidder/Proposer/Prime must receive written approval of the OBD prior to the addition of the DBE subcontractor/subconsultant in order for the addition to be credited toward the goal.

4.3 REPLACEMENT OR REMOVAL OF DBE(s)

4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.

4.3.2 Request for DBE replacement or removal may be made under the following conditions:

1) The DBE materially fails to successfully perform the contract tasks.

2) Under unusual situations referenced in article 4.3.8.

4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:

(a) Written communications (over a period) from the Prime and/or NJT's PM/CM team to the DBE, notifying the DBE of its poor performance must be provided to the OBD.

(b) The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.

(c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.

(d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.

4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD prior to replacement or removal of the DBE subcontractor/subconsultant can be made, regardless of the reason for the replacement or removal.

4.3.5 If the OBD issues written approval for the removal of a DBE(s), NJT will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract

goal established by NJT for the procurement.

These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.

4.3.6 Failure to obtain approval from the OBD prior to replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies, audits and penalties. **Articles 5.6-5.7**

4.3.7 If NJT finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in "unusual situations", be permitted to substitute a DBE subcontractor(s)/subconsultant(s).

4.3.8 The term "unusual situations", includes, but is not limited to, the following circumstances:

- (a) Failure to qualify as a DBE, or maintain DBE certification status.
- (b) Death or physical disability of a key individual.
- (c) Dissolution, if a corporation or partnership.
- (d) Bankruptcy of the subcontractor/subconsultant, subject to applicable bankruptcy law, and only in instances where the bankruptcy affects the subcontractor/subconsultant's ability to perform.
- (e) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
- (f) Failure or inability to comply with a requirement of law applicable to Primes or, subcontractors/subconsultants.

4.4 WITHDRAWN DBE(s)

4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, NJT will require a Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by NJT for the procurement. **These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.**

4.4.2 The Bidder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in article 2 are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

4.5 DECERTIFIED DBE(S)

4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify NJT of that fact in writing.

4.5.2 If the subcontract has not been executed before the DBE's ineligibility occurs, the Prime will not receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.

- (a) To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.

- 4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.
- 4.5.4 **Exception:** If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

5.0 AWARD OBLIGATIONS

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

5.2 POST AWARD DELIVERABLES

- 5.2.1 After the execution of a contract with NJT, **signed copies** of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD no later than 10 business days after the Prime's contract execution date. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.
- 5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants **no later than two days** after the initial pre-construction meeting.
- 5.2.3 **Certification of DBE(s) Payments** – submit monthly with the Form E to the Manager of the OBD and with its monthly invoice submittal to NJT project manager of this project. **Refer to article 5.3.2**
- (a) The Prime will certify, prior to the issuance of each progress payment by NJT, that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.
- 5.2.4 **Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher)** - submit monthly to the Manager of the OBD. **Refer to articles 2.5h and 5.3.2.**

Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.

5.2.5 Form E1 (DBE Prime's Monthly Payment Report) (For DBE Prime Only) - submit monthly to the Manager of the OBD.

5.2.6 Form E2 (DBE's Monthly Payment Report) – Refer to article 2.5j

(a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.

(b) Attainment of goals will be monitored and based upon actual payments received by the DBE.

Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in article 5.6. *If at any time, NJT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.*

5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS

5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work no later than **ten (10) days** from the receipt of each payment the Prime receives from NJT for the subcontractor's work. Failure to comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.

5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, prior to the issuance of a progress payment by NJT that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. **The Prime must submit the Certification of DBE(s) Payments with its monthly invoice submittals to NJT project manager, and with its Form E to the OBD.**

5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.

5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the bond for the Prime. A copy of the notice shall also be submitted to NJT with the certification that payments are being withheld.

5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.

5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. **See article 5.6**

5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION

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

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

- 5.5.1 The Prime must include a contract clause in the subcontractor agreement obligating the Prime to pay all retainage owed to the subcontractor/subconsultant for satisfactory completion of the accepted scope of work no later than 15 days after the DBE subcontractor's/subconsultant's work is satisfactorily completed.
- 5.5.2 Only subcontractors/subconsultants whose work has been 100% completed, including all punch list work or remaining work, and who have supplied closeout documents shall be eligible for release of retainage. *Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of NJT.*
- 5.5.3 NJT may agree to release an equivalent amount of Prime retainage provided that:
- (a) There is no offsetting claims from NJT (including, but not limited to, liquidated damages), other subcontractors/subconsultants, material men, or workers;
 - (b) None of the other reasons to withhold payments specified under the Prime contract exists.
- 5.5.4 Prior to release of the Prime's retainage, the Prime shall provide to NJT executed copies of the following subcontractor closeout documents, (shown in Appendix A of the contract) as appropriate:
- (a) Consent of Surety to Final Payment to the Subcontractor
 - (b) Certificate of Amounts Due and Owing to Subcontractor Employees
 - (c) Subcontractor Release of Claims
 - (d) Subcontractor Release of Liens and a Certificate of Final Acceptance of Subcontractor Work
- 5.5.5 Notwithstanding NJT's release or partial release of retainage, nothing in this clause shall be deemed to constitute NJT's partial or final acceptance of the work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by NJT, in the form(s).

5.6 Audit and Penalties

During the performance of any contract and for a period of up to three (3) years following completion of the contract work, NJ TRANSIT may conduct reviews for compliance with the requirements of the DBE Program. Such reviews may include, but not be limited to, the evaluation of monthly reports, desk audits and site visitations.

5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by law):

- (a) The Prime may be ordered to stop work without penalty to NJT.
- (b) The contract may be terminated for breach.
- (c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.
- (d) The relevant performance bond may be enforced.
- (e) NJT may withhold payment of specific invoices.

5.7 LIQUIDATED DAMAGES

5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.

5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, NJT may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:

The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).

5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.

5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by NJT. NJT shall waive liquidated damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

APPENDIX I

GLOSSARY

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

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

Disadvantaged Business Enterprise or DBE - means a small business concern:

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

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

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

DBE Ineligibility – means a firm's DBE status changes or ceases due to change in ownership, management, or size, etc.

DBE Prime – means the successful Bidder is a DBE firm and has a direct contract with NJT.

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

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

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

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

Race-conscious Measure or Program - is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

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

includes gender-neutrality.

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

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

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

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

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

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

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

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

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

Bidders Checklist (for federal contracts)

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

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

Required Forms

- Form A - First Tier DBE Utilization
- Form A1 - Bidder/Proposer Solicitation and Contractor Information
- Form A2 - Non-DBE Sub Utilization
- Form B - Intent to Perform as a DBE Sub
- Form D - DBE Good Faith Effort Form
- Trucking Commitment Agreement (if applicable)
- Copy of NJUCP DBE and NAICS Code Certification

Supplemental Forms (if applicable)

- Form AA - Second Tier DBE Utilization
- Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information
- Form AA2 - Second Tier Non-DBE Sub Utilization
- Form BB - Intent to Perform as a Second Tier DBE Sub
- Trucking Commitment Agreement (if applicable)
- Copy of NJUCP DBE and NAICS Code Certification

REQUIRED FORMS

ENCLOSED FOR COMPLETION (MANDATORY):

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

TO BE OBTAINED AND SUBMITTED (MANDATORY):

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

First Tier DBE UTILIZATION - FORM A

Project Name: _____

NJT Contract No: _____

Assigned DBE Goal %: _____ NJT Procurement Specialist: _____

Contract Value (\$): _____

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide <u>Detailed</u> Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Sub-consultant Work (\$) Awarded	Percentage of Subcontract Work (%)
			%
			%
			%
			%
			%
For DBE suppliers, show original subcontract value multiplied by 60% (\$2,000*60%=\$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value.	TOTALS	\$	%

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with NJ TRANSIT for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is NOT PERMISSIBLE for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving WRITTEN APPROVAL from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by NJ TRANSIT.

Company Name: _____

Authorized Signature: _____

Company Address: _____

Print Name: _____

Title: _____

Federal Tax ID #: _____

Prime Contractor's DBE Liaison Officer: _____

Company Tel #: _____

Date Signed: _____

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: _____

Date: _____

Prime Contractor/Consultant: _____

Telephone #: _____

Complete the information below for Bidder/Proposer/Prime(s) working on this project. Use Page 2 for all subcontractors/subconsultants

	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
Company's Full Name			
Address			
City and State			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies			
Primary NAICS Code:			

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: _____

Date: _____

Prime Contractor/Consultant: _____

Telephone #: _____

COMPLETE THE INFORMATION BELOW FOR "ALL" FIRMS INCLUDING SUPPLIERS SOLICITED; INCLUDING THOSE THAT WILL WORK ON THIS PROJECT.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name			
Address			
City and State			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies			
Primary NAICS Code:			

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

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

Bidder/Proposer Prime Name: _____ Project Title: _____

Date: _____ Prime Contract Value: _____

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Sub-consultant Work (\$) Awarded	Percentage of Subcontract or Work (%)
			\$.	%
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.	TOTALS		\$	%

INTENT TO PERFORM AS A 1ST TIER DBE - FORM B

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

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

Name of Bidder/Proposer/Prime:

Name of DBE Firm:

Project/Contract Name:

IFB/RFP Contract Number:

Does the undersigned DBE (Answer Accordingly):

Intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Intend to subcontract any portion of its scope of work to a DBE(s)?
If yes, DBE Sub-Primes must complete and submit Form AA.

Circle one. (Yes or No)
At what percent? _____%

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?
If yes, must complete and submit Form AA2.

Circle one. (Yes or No)
At what percent? _____%

The undersigned will perform the following described work on the above-referenced project: (Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): \$ _____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the Bidder contractor named above. Circle one. (Yes or No)

The Prime Contractor projected the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the Prime Contractor conditioned upon execution of a contract with NJ TRANSIT. As a DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform at least 51% of my subcontract with my own workforce for the referenced project.

Signature of 1st Tier DBE

Date

Title

Print Name

Telephone #:

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

Mandatory Form Submit Monthly

Fed Form E (Page 1 of 2)

PRIME CONTRACTOR Monthly DBE Payment Report - Form E

Name of Project: _____

NJT Contract #: _____

Prime Original Contract Value: _____

Report for the Month of: _____

Change Orders (Overall Inc/Dec.): _____

Notice to Proceed Date: _____

Total Contract Amount to Date: _____

NJT Project Mgr Name: _____

Total Payments Received from NJT Date: _____

Assigned DBE Goal %: _____

Name of DBE Subcontractor	Work Task Performed	Original Contract Amount \$	Change Order Amount \$ (+/-)	Amount of Invoice Received this Month (\$)	Date of Invoice Received in this Month	Payment(s) Made to DBE in this Month in \$\$ (Itemize)	Date(s) Payment Made This Month	Total DBE Payments made to Date in (\$)	% Overall Work Finished	Final Pmt (Y/N)
Totals		\$	\$	\$	Totals	\$		\$		

Itemize payments/invoices and dates if paid/received more than one payment/invoice between the 1st and 31st of THIS Month.

Prime Contractor Information:

Prime Firm Name: _____

Project Director Name: _____

Address: _____

Project Director Signature: _____

Telephone #: _____ Date: _____

Federal TIN #: _____

Prime's Past Due Invoice Information: List any invoice more than 40 days past due from the date submitted to NJT at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	Number of Days Past Due	Comments:

This form is not to be altered in any way.

For assistance completing this form, call 973-491-7539, 8058, 8768, 8575, 8069, 8941 Fed Form E rev Sept 2010

Form E - Prime Contractor's DBE Payment Certification

1. Have all DBE subcontractors with executed subcontracts been paid amounts due from previous progress payments?
 - If yes, skip the next section and go to number 3.
 - If no, please complete fields in box below: (Use additional paper, if needed)

DBE SubContractor Name	Amount Withheld From Invoice (\$)	Total of Invoice Amount (\$)	Invoice Number	Invoice Date	Specific Reason for Withholding

2. Have you notified the DBE subcontractor(s) that you are withholding payment and the reason(s) why?
 - If yes, provide a copy of written notification to the DBE subcontractor with this form, indicating the date of notification.
 - If no, lack of prior written notification to the DBE(s) that you are withholding payment violates the prompt payment clause guidelines. Please contact the DBE immediately, and provide a copy of written notification to the subcontractor with this form.
3. By signing this form, I certify that all of the above represent true and accurate information.

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

_____ PROJECT DIRECTOR NAME (PRINT) _____ PROJECT DIRECTOR (SIGNATURE) _____ DATE

Additional Reasons/Comments for Withholding Payment:

DO NOT WRITE BELOW. DEPARTMENTAL USE ONLY.
 Approved
 Denied

THIS FORM IS DUE ON THE 7TH OF EACH MONTH Please forward to:
 Office of Civil Rights and Diversity Programs
 Business Development
 NJ TRANSIT
 One Penn Plaza East, 6th Fl
 Newark, New Jersey 07105-2246

DBE SUBCONTRACTOR Monthly Payment Report - Form E2

Name of DBE Firm: _____

Report for the Month of: _____

DBE's FEIN#: _____

Contract Number: _____

DBE Address: _____

Contract Name: _____

DBE Telephone #: _____

DBE Contract Start Date: _____

Prime Contractor's Information:

Name of Prime: _____ Address: _____ Telephone #: _____

DBE PAYMENT INFO: *Itemize payments/invoices and dates if received/submitted more than one payment/invoice between the 1st and 31st of THIS Month.*

Work Task Performed	Original Subcontract Amount \$	Change Order Amount (+/-)	Invoice #(s) Submitted in this month	Dollar Amount of Each Invoice Submitted in this Month	Date of Invoice(s) Submitted this Month	Total Payments Received by DBE in this Month * (\$)	Date Payment(s) Received in this Month	Total Payments Received by DBE To Date (\$)	Total % Work To Date	Final Payment? Y or N
TOTALS	\$	\$	TOTALS	\$	TOTALS	\$	TOTALS	\$		

Is retainage held on your subcontract? Yes or No (circle one) If yes, how much? \$ _____. Did your final payment include retainage? Yes or No (circle one)

Past Due Invoice(s) Information: List any invoice more than 40 days past due from date submitted to prime at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	Number of Days Past Due	Comments: use additional paper if necessary

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

Name: _____ Signature: _____ Title: _____ Date: _____

THIS FORM IS DUE ON THE 7TH OF EACH MONTH IMMEDIATELY FOLLOWING DBE's SUBCONTRACT START DATE, EVEN IF PAYMENT NOT RECEIVED.

Please mail this form to:

NJ TRANSIT, Office of Business Development, One Penn Plaza East, 6th Fl, Newark, New Jersey 07105-2246

Do not alter this form in any way.

If you need assistance completing this form please call 973-491-7539, 8058, 8768, 8069, or 8941.

Rev Fed Form E2 -- Sept 2010

DBE TRUCKING COMMITMENT

AGREEMENT

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

Please read DBE Requirement Language for details.

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

Copies of the following items must be attached for ALL trucks owned by the DBE:

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

MANDATORY FORM

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

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

MANDATORY FORM

DBE TRUCKING FIRM COMMITMENT AGREEMENT

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

The DBE trucking firm will perform the following described work on the project: *(Specific work details should include: Type of material to be handled, quantities to be hauled, dollar amount per unit, location the material will be transported).*

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): \$ _____

Total Number of fully operational DBE-owned trucks to be used on contract? _____

Total Number of fully operational trucks to be leased from a DBE? _____

(Provide a copy of lease agreement(s) for each trucking firm).

Total Number of fully operational trucks to be leased from a non-DBE? _____

*(Provide a copy of lease agreement(s) for each trucking firm. *Note that subcontracting is different from leasing as it relates to trucking).*

Specify ALL Vehicle Information on Page 1 and 2, if applicable

1 st Tier DBE Trucking Firm					*(T= Title, F=Finance Agreement, I=Insurance Card, R=Registration, A=Apportioned Cab Card, L= Lease Agreement)	
# Of Trucks Owned						
VIN #	MAKE	YEAR	MODEL	(Indicate Yes/No/NA) HAZ WASTE DOC	*(Indicate T/F/I/R/A/L) OWNERSHIP DOCS	

SUPPLEMENTAL SECTION REQUIRED FORMS

ENCLOSED FOR COMPLETION (IF APPLICABLE):

- **Form AA; AA1; AA2; BB; & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (IF APPLICABLE):

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

SECOND TIER DBE UTILIZATION- FORM AA

Project Name: _____

NJT Contract No: _____

DBE Sub-Prime (First Tier) Subcontractor Contract Value (\$): _____

I plan to subcontract _____% of my subcontract to Second Tier DBE subcontractor(s)/subconsultant(s) listed on the chart below to perform/supply the following:

Second Tier DBE subs must perform 100% of their scope of work.

Name, Address and Telephone # of Second Tier DBE Subcontractor/Subconsultant	Provide <u>Detailed</u> Scope of Work to be Performed	Dollar Value of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontractor Work (%)
			%
			%
			%
Any First-Tier DBE firm listed on the Form A must identify any DBE firm it will use to perform its scope of work.	TOTALS	\$	%

The undersigned understands its approval to perform on the above contract is based upon its identified DBE team listed above and its Non-DBE team listed on the Form AA2. The DBE Sub-Prime must receive written approval from the Office of Business Development for any changes to its DBE and/or Non-DBE subcontractors, their dollar values or scope of work identified on the Form AA and/or AA2 before making any changes. It attests that the identified firms will perform all work. Failure to adhere to, or falsification of any information contained herein shall result in breach of contract and subject to corrective action to be determined by NJ TRANSIT.

DBE Sub-Prime Firm: _____

Authorized Signature: _____

Company Address: _____

Print Name: _____

Title: _____

Federal Tax ID #: _____

Sub-Prime's DBE Liaison Officer: _____

Company Tel #: _____

Date Signed: _____

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM AA1

VJT Contract No: _____

Project Title: _____

DBE Sub-Prime: _____

Telephone #: _____

Date: _____

Complete the information below for Second Tier contractor(s) participating on the project.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant.	Subcontractor/Subconsultant
Company's Full Name			
Address			
City			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies			
Primary NAICS Code:			

NON-DBE SECOND TIER SUBCONTRACTOR UTILIZATION - FORM AA2

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

NJ Transit Contract No: _____ Date: _____ DBE Sub-Prime Contract Value: \$ _____
 DBE Sub-Prime Contractor Name: _____ Project Title: _____

Name, Address and Telephone # of all Second Tier Subcontractor(s)/Subconsultant(s)	FEIN #	Provide <u>Detailed</u> Scope of Work to be Performed	Dollar Amount of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontractor Work (%)
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.		TOTALS	\$	%

INTENT TO PERFORM AS A SECOND TIER DBE - FORM BB

The Bidder is prohibited from completing any portion of this form and directing the DBE to sign a blank form. **DIRECTIONS:** DBE(s) listed on the Form AA must complete all information on this form and must complete Form AA2 for any Non-DBE subcontractor performing a portion of its subcontract.

Name of First Tier DBE/Sub-Prime: _____

Name of Second Tier DBE Firm: _____

Project/Contract Name: _____

IFB/RFP Contract Number: _____

Does the undersigned intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Will you subcontract any portion of your scope of work to a DBE(s)? Circle one. (Yes or No)

Will you subcontract any portion of your scope of work to a Non-DBE(s)? Circle one. (Yes or No)

The undersigned will perform the following described work on the above-referenced project: *(Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): \$ _____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the DBE Sub-Prime named above. Circle one. (Yes or No)

The Prime Contractor *projected* the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the DBE Sub-Prime conditioned upon execution of a contract with the Prime on the project. As a Second Tier DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform 100% of my subcontract with my own workforce for the referenced project.

Signature of Second Tier DBE _____

Date

Title

Print Name _____

Telephone #: _____

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

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

EXHIBIT 5 - ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

RFP No. 16-006
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 by an officer of the corporation, if a 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

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

EXHIBIT 6 – STATEMENT OF JOINT VENTURE (IF APPLICABLE)

**STATEMENT OF JOINT VENTURE
FOR
PROFESSIONAL SERVICES**

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)

• • • • •

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

EXHIBIT 7 - NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF

I, _____ of the City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____
of the firm of _____
the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(Name of Contractor).

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this
_____ day of _____, 20_____

Notary Public of _____

My commission expires _____ 20_____

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

EXHIBIT 8 - CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The _____ (Insert Name of Company) hereby certifies that it is 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) is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.

Signature

Type or Print Name

Title

Date

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

EXHIBIT 9- AFFIDAVIT OF COMPLIANCE (CODE OF VENDOR ETHICS)

AFFIDAVIT OF COMPLIANCE

I, _____ (*name of individual*), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP") or Invitation for Bids ("IFB"), 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 Vendor Ethics and that I have read and studied this document and 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. 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 or IFB 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 Ethics Liaison Officer.

5. The Contractor warrants and affirms that during the RFP or IFB 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 who has solicited or asked Contractor to provide 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 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.

(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 any thing 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.

52:13D-24. Solicitation, receipt or agreement to receive, thing of value for service related to official duties; exceptions

a. No State officer or employee, special State officer or employee, or member of the Legislature shall solicit, receive or agree to receive, whether directly or indirectly, any compensation, reward, employment, gift, honorarium, out-of-State travel or subsistence expense or other thing of value from any source other than the State of New Jersey, for any service, advice, assistance, appearance, speech or other matter related to the officer, employee, or member's official duties, except as authorized in this section.

b. A State officer or employee, special State officer or employee, or member of the Legislature may, in connection with any service, advice, assistance, appearance, speech or other matter related to the officer, employee, or member's official duties, solicit, receive or agree to receive, whether directly or indirectly, from sources other than the State, the following:

(1) reasonable fees for published books on matters within the officer, employee, or member's official duties;

(2) reimbursement or payment of actual and reasonable expenditures for travel or subsistence and allowable entertainment expenses associated with attending an event in New Jersey if expenditures for travel or subsistence and entertainment expenses are not paid for by the State of New Jersey;

(3) reimbursement or payment of actual and reasonable expenditures for travel or subsistence outside New Jersey, not to exceed \$500.00 per trip, if expenditures for travel or subsistence and entertainment expenses are not paid for by the State of New Jersey. The \$500 per trip limitation shall not apply if the reimbursement or payment is made by (a) a nonprofit organization of which the officer, employee, or member is, at the time of reimbursement or payment, an active member as a result of the payment of a fee or charge for membership to the organization by the State or the Legislature in the case of a member of the Legislature; or (b) a nonprofit organization that does not contract with the State to provide goods, materials, equipment, or services.

Members of the Legislature shall obtain the approval of the presiding officer of the member's House before accepting any reimbursement or payment of expenditures for travel or subsistence outside New Jersey.

As used in this subsection, "reasonable expenditures for travel or subsistence" means commercial travel rates directly to and from an event and food and lodging expenses which are moderate and neither elaborate nor excessive; and "allowable entertainment expenses" means the costs for a guest speaker, incidental music and other ancillary entertainment at any meal at an event, provided they are moderate and not elaborate or excessive, but does not include the costs of personal recreation, such as being a spectator at or engaging in a sporting or athletic activity which may occur as part of that event.

c. This section shall not apply to the solicitation or acceptance of contributions to the campaign of an announced candidate for elective public office, except that campaign contributions may not be accepted if they are known to be given in lieu of a payment prohibited pursuant to this section.

d. (1) Notwithstanding any other provision of law, a designated State officer as defined in paragraph (2) of this subsection shall not solicit, receive or agree to receive, whether directly or indirectly, any compensation, salary, honorarium, fee, or other form of income from any source, other than the compensation paid or reimbursed to him or her by the State for the performance of official duties, for any service, advice, assistance, appearance, speech or other matter, except for investment income from stocks, mutual funds, bonds, bank accounts, notes, a beneficial interest in a trust, financial compensation received as a result of prior employment or contractual relationships, and income from the disposition or rental of real property, or any other similar financial instrument and except for reimbursement for travel as authorized in subsections (2) and (3) of paragraph b. of this section. To receive such income, a designated State officer shall first seek review and approval by the Executive Commission on Ethical Standards to ensure that the receipt of such income does not violate the "New Jersey Conflicts of Interest Law," P.L.1971, c. 182 (C.52:13D-12 et seq.) or any applicable code of ethics, and does not undermine the full and diligent performance of the designated State officer's duties.

(2) For the purposes of this subsection, "designated State officer" shall include: the Governor, the Adjutant General, the Secretary of Agriculture, the Attorney General, the Commissioner of Banking and Insurance, the Secretary and Chief Executive Officer of the Commerce and Economic Growth Commission, the Commissioner of Community Affairs, the Commissioner of Corrections, the Commissioner of Education, the Commissioner of Environmental Protection, the Commissioner of Health and Senior Services, the Commissioner of Human Services, the Commissioner of Labor, the Commissioner of Personnel, the President of the State Board of Public Utilities, the Secretary of State, the Superintendent of State Police, the Commissioner of Transportation, the State Treasurer, the head of any other department in the Executive Branch, and the following members of the staff of the Office of the Governor: Chief of Staff, Chief of Management and Operations, Chief of Policy and Communications, Chief Counsel to the Governor, Director of Communications, Policy Counselor to the Governor, and any deputy or principal administrative assistant to any of the aforementioned members of the staff of the Office of the Governor listed in this subsection.

e. A violation of this section shall not constitute a crime or offense under the laws of this State.

52:13D-14. State officer or employee or member of legislature; acceptance of thing of value to influence public duties

No State officer or employee, special State officer or employee, or member of the Legislature shall accept from any person, whether directly or indirectly and whether by himself or through his spouse or any member of his family or through any partner or associate, any gift, favor, service, employment or offer of employment or any other thing of value which he knows or has reason to believe is offered to him with intent to influence him in the performance of his public duties and responsibilities. This section shall not apply to the acceptance of contributions to the campaign of an announced candidate for elective public office.

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

**EXHIBIT 10 – CERTIFICATION OF CONTRACTS, GRANTS, LOANS &
COOPERATIVE AGREEMENTS**

NEW JERSEY TRANSIT CORPORATION

RFP NO. 16-006

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature of Authorized Official

Print Name

Title

Firm

Date

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

EXHIBIT 11 - OWNERSHIP DISCLOSURE

OWNERSHIP DISCLOSURE FORM

NUMBER :
 OPEN DATE :
 T-NUMBER :
 BIDDER :

PAGE

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COMPLETE ALL QUESTIONS BELOW

	YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	_____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.)	_____	_____

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, 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.

COMPANY NAME: _____ (Signature)

ADDRESS: _____ PRINT OR TYPE _____ (Name)

_____ (Title)

FEIN/SSN#: _____ Date: _____

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

EXHIBIT 12 - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

EXHIBIT 12
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP No.: _____ Proposer: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL
NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found at the following Website:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

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

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information _____ a

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

EXHIBIT 13 – SOURCE DISCLOSURE CERTIFICATION

N.J.S.A 52:34-13.2 CERTIFICATION
SOURCE DISCLOSURE CERTIFICATION FORM

Consultant: _____

Contract Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Consultant.

The Consultant submits this Certification as part of its proposal in response to the referenced solicitation issued by NJ TRANSIT, in accordance with the requirements of N.J.S.A. 52:34-13.2.

The following is a list of every location where services will be performed by the consultant and all subconsultants.

<u>Consultant or Subconsultant</u>	<u>Description of Services</u>	<u>Performance Location[s] by Country</u>
------------------------------------	--------------------------------	---

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

I understand that, after award of a contract to the Consultant, it is determined that the Consultant has shifted services declared above to be provided within the United States to sources outside the United States prior to a written determination by the Contracting Officer, that the services can not be performed in the United States, the Consultant shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Article 15 of the Professional Services Agreement.

I further understand that this Certification is submitted on behalf of the Consultant in order to induce NJ TRANSIT to accept a proposal, with knowledge that NJ TRANSIT is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Consultant: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 16-006**

**EXHIBIT 14 - PUBLIC LAW 2005, CHAPTER 271 VENDOR CERTIFICATION
AND POLITICAL CONTRIBUTION DISCLOSURE FORM**

Contract Reference: _____ Vendor: _____

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

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

Disclosure

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

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

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

PUBLIC LAW 2005
CHAPTER 271

Vendor: _____

Name and Address of Committee to Which Contribution Was Made	Date of Contribution	Amount of Contribution	Contributor's Name
Indicate " <u>none</u> " if no Reportable Contributions were made. Attach Additional Pages As Needed			

#1

Certification:

I certify as an officer or authorized representative of the Vendor that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

#2

Name of Vendor: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____