

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

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

April 8, 2015

Mr. Paul Raffensperger
Cohn Reznick LLP
7501 Wisconsin Avenue, Suite 400E
Bethesda, Maryland 20814-6583

Mr. David Cace
Eisner Amper LLP
111 Wood Avenue South, Suite 600
Iselin, New Jersey 08830

Mr. Patrick Hagan
McGladrey LLP
One South Wacker Drive, Suite 800
Chicago, Illinois 60606

Mr. Joseph Deluca
Thacher Associates, LLC
330 West 42nd Street, 23rd Floor
New York, New York 10036

**Re: NJ TRANSIT Contract No. 14-033
Integrity Oversight Monitoring Services
Request for Proposal: Superstorm Sandy Integrity Oversight Monitoring
Services for Hudson-Bergen Light Rail (HBLR) Project**

Dear Integrity Oversight Monitoring Firms:

In accordance with the procedures outlined in the above referenced contract, a scope of work is attached for the development of a technical and cost proposal for the subject assignment.

Firms are reminded that there is a 10% DBE participation goal attached to work authorized under the subject Contract. Technical and Cost Proposals shall specifically detail proposed DBE participation under the Assignment.

Questions or requests for clarification regarding the Request for Proposal are to be submitted in writing no later than 4:00 p.m. on Friday, April 17, 2015 and are to be submitted to the attention of the undersigned at tchapman@njtransit.com. Questions are to be submitted in a non-scanned Word format.

One (1) original and seven (7) copies of your technical proposal and one (1) original and three (3) copies of your cost proposal are to be submitted no later than **2:00 p.m. on Monday, April 27, 2015** and addressed as follows:

Ms. Taishida S. Chapman
Principal Contract Specialist
NJ TRANSIT
Procurement Department
One Penn Plaza East, 6th Floor
Newark, New Jersey 07105
Re: 14-033 –IOM Services for HBLR Project

IOM Firms are also requested to submit an electronic copy of the technical & cost proposal no later than 4:00 p.m. on Monday, April 27, 2015 to Ms. Taishida Chapman at tchapman@njtransit.com.

NJ TRANSIT will enter into negotiations with the top ranked proposer to reach an agreement on the scope of services and the fair and reasonable compensation to be paid by NJ TRANSIT. If in the opinion of NJ TRANSIT a satisfactory agreement cannot be negotiated with the top ranked proposer, NJ TRANSIT will end negotiations and initiate negotiations with the second most qualified firm. NJ TRANSIT considers all aspects of a consultant's proposal negotiable.

If the IOM is unable to submit a proposal because of a conflict of interest or scheduling, the IOM must provide notice to NJ TRANSIT within three (3) business days of the receipt of the Request for Proposal.

This letter should not be interpreted as an award of a contract or as a commitment to reimburse for any costs 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

Attachments

cc: D. Blazina
E. Daleo
W. Hersh
A. Marvi
J. Rush-Gilbert
M. Strickland
K. Sundstrom

NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Request for Proposal: Superstorm Sandy Integrity Oversight Monitoring Services for
Hudson-Bergen Light Rail (HBLR) Project

A. GENERAL INFORMATION:

On March 27, 2013, P.L. 2013, Chapter 37 (N.J.S.A. § 52:15D-1, et seq.), the Integrity Oversight Monitor Act (the Act) was enacted for the purpose of authorizing the deployment of Integrity Oversight Monitors for recovery and rebuilding contracts resulting from Superstorm Sandy and subsequent major storms in New Jersey. The Act authorizes the State Treasurer to require integrity oversight monitor services on any State or non-State, federally funded recovery and rebuilding contract of \$5 million or more.

The Superstorm Sandy Recovery and Resiliency Program ("Program"), currently being funded in part by the FTA, has been established in order to recover from damages to the NJ TRANSIT System, including but not limited to, equipment, Right of-Way and infrastructure caused by Superstorm Sandy in October of 2012, and to reconstruct the damaged elements in a more resilient manner as well as to construct new Resiliency Projects, that may or may not be related to such damage, but are designed to allow the NJ TRANSIT System to be better able to withstand future weather events and to reduce the risk of damage to public transportation assets by reason of natural disasters. The projects to be constructed vary in type, scope and location, but are principally in or are to be in northern and central New Jersey. The projected total value of all contracts to be issued and subject to integrity monitoring services will be approximately \$440 million.

The services of the Integrity Oversight Monitors (IOM) shall generally consist of performing integrity monitoring and Internal, IT and Construction Auditing in connection with the Program for construction and repair as well as resiliency contracts funded by the FTA or other federal agencies in excess of \$5 Million in accordance with the scopes of work prescribed by NJ TRANSIT Internal Auditing Department in consultation with the NJ TRANSIT Accountability Officer under Executive Order 125 and the New Jersey Department of the Treasury.

B. PROJECT DESCRIPTION

NJ TRANSIT has received \$1,326,252 and is requesting funds in the amount of \$43,578,600 from the FTA for the Hudson Bergen Light (HBLR) Project to repair/replace assets damaged during Superstorm Sandy.

The elements of the project funded in this line item include the HBLR Vehicle Base Facility project, HBLR Signals and Communication project, and HBLR Traction Power/Station Distribution Power Repairs project.

A third party contractor will be used. Through a federally compliant procurement, NJ TRANSIT selected Twenty First Century Rail Corporation as the Design Build Operate and Maintain (DBOM) contractor. Construction Management services are required. A contractor for construction management services has not been selected as of grant submittal.

SANDY Dmg 05 HBLR 4 Track and ROW

This project involves the repair/replacement of damaged track components such as rail resurfacing, rail lubricators, rail heaters, drainage swales, inlets, culverts and ballast washout from tracks due to Super Storm Sandy, and related activities. Funded activities include design, construction, project administration, construction management, and any other related costs required to complete the scope such as equipment and supplies. The location of the damage along the HBLR primarily occurred at the Caven Point Vehicle Storage Yard, extensively along the RiverLINE Branch and at the Richard St Station Traction Power Substation (TPSS) along the Bayonne Branch.

Budget

Design Services - \$90,000
Project Admin – In House - \$40,252
Project Admin – Services - \$70,000
Contingency - \$100,000
Construction – Services - \$896,000
Construction Management – Services - \$70,000
Flagging – In House - \$60,000

Total: \$1,326,252

MILESTONES

NTP Design – HBLR - Track & ROW (Completed)	05/30/13
Design 100% -HBLR - Track & ROW	03/30/15
NTP Primary Contract-HBLR - Track & ROW	12/30/15
Project Complete – HBLR - Track & ROW	12/30/18
Closeout Complete – HBLR – Track & ROW	09/30/19

HBLR Vehicle Base Facility

Funding for this line item supports the replacement of damaged yard switch machines, the installation of storage container for critical parts, auxiliary power repairs, and switch heater repairs at the HBLR Vehicle Base Facility (VBF). Also included are the purchase of a new Wheel Truing Machine and installation at the VBF, and the purchase of off-site wheel truing services, due to the damage of the existing Wheel Truing Machine. Costs include design, project administration, construction, the purchase of necessary equipment and materials, and any other related costs required to complete the scope. The Hudson Bergen Light Rail Vehicle Maintenance Facility is located adjacent to Caven Point Avenue in Jersey City, New Jersey.

The overall budget for HBLR Vehicle Base Facility is \$8,579,000

Environmental Services - \$10,000
Design - Services - \$400,000
Project Administration - In House-\$340,000
Project Administration – Services- \$500,000
Oversight - Services-\$225,000

Contingency-\$704,000
Construction – Services- \$5,500,000
Construction Management – Services-\$900,000

Total: \$8,579,000

MILESTONES HBLR Vehicle Base Facility

NTP-Environmental Services-NEPA (Completed)	02/03/13
NTP Design (Earliest Proposal Start) (Completed)	06/03/13
NTP Primary (Contract or In-House) (Completed)	10/01/13
Complete-Environmental Services-NEPA (Completed)	02/19/14
Design 100% Complete	03/01/15
50% Complete	02/08/16
Project Complete	04/29/17
Closeout Complete	03/30/18

HBLR Signals and Communication Project

Funding for this line item supports replacement of mainline switches, impedance bond boxes, repairs at grade crossings, replacement of communication components, installation of Mill Creek CIH, and testing of Signal Cable throughout the Sandy affected area and pending the results, a limited number of Signal Cables will be repaired as part of this project. Costs include design, project administration, construction, the purchase of necessary equipment and materials, and any other related costs required to complete the scope. This line item supports work located primarily along the Riverline South Branch of the HBLR.

Although no in-house work was included in the FTA Grant 1, some contracts were in Grant 1, NJ-44-X001. This line item represents work beyond that in the previous grant and is not a duplication of effort. The Work in Grant 1 consisted mainly of minimal/temporary repairs necessary to render operational those systems that had been damaged by Superstorm Sandy, by repairing or replacing components in-place and in-kind. Grant 1 work also included the purchase (fabrication and delivery) of the Mill Creek CIH, the installation of which is included in this project together with other work to make permanent repairs and replacements of damaged components which remain in place.

The overall budget for HBLR Signals and Communications is \$9,815,600.

Environmental Services -\$15,600
Design – Services -\$574,000
Project Administration - In House -\$480,000
Project Administration -\$700,000
Oversight – Services- \$257,000
Contingency - \$2,886,000
Construction - Services -\$4,253,000
Construction Management - Services -\$650,000

Total: \$9,815,600

Milestones HBLR S&C

NTP-Environmental Services-NEPA (Completed)	02/03/13
NTP Design (Earliest Proposal Start) (Completed)	06/17/13
Complete-Environmental Services-NEPA (Completed)	02/19/14
NTP Primary (Contract or In-House) (Completed)	11/30/14
Design 100% Complete	03/01/15
50% Complete	10/10/16
Project Complete	05/01/18
Closeout Complete	03/01/19

HBLR Traction Power/Station Distribution Power Repairs Project

Funding for this line item supports partial replacement of Auxiliary Power Cable including associated testing; Station Power Distribution, including feeders and transformers, Traction Power Cable replacement for emergency repairs and Traction Power Cable testing system wide and, pending results, a limited number of Traction Power Cables will be repaired as part of this project. Costs include design, project administration, construction, the purchase of necessary equipment and materials, and any other related costs required to complete the scope. This line item supports work located primarily along the Riverline South Branch of the HBLR.

The overall budget for HBLR Traction Power/Station Dist. Power is \$25,184,000

Environmental Services -\$20,000
Design - Services - \$792,000
Project Administration - In House- \$480,000
Project Administration – Services-\$775,000
Oversight – Services -\$700,000
Contingency - \$4,881,000
Construction - Services - \$15,536,000
Construction Mgmt. – Services- \$2,000,000

Total: \$25,184,000

Milestones HBLR TRACTION Power

NTP-Environmental Services-NEPA (Completed)	02/03/13
NTP Design (Earliest Proposal Start) (Completed)	10/03/13
Complete-Environmental Services-NEPA (Completed)	02/19/14
NTP Primary (Contract or In-House)	04/01/15
Design 100% Complete	03/01/15
50% Complete	02/20/16
Project Complete	03/01/17
Closeout Complete	05/01/18

C. SCOPE OF WORK:

Tasks and services to be performed by the selected Consultant(s) may include, but are not limited to:

Task A – Monitoring Contractor/Vendor Compliance with Applicable Laws and Contract Requirements

1. Monitoring the compliance of contractors, vendors, and consultants to ensure their compliance with applicable laws, regulations, codes, programs and contractual requirements.
2. Satisfying applicable FTA Federal Procurement Requirements and FTA Federal Register Notice Requirements for Oversight Monitoring (See Attachment E – Federal Register May 29, 2013 pages 32301- 32302), State of New Jersey Department of the Treasury Requirements under N.J.S.A. 52: 15D-2 (See Attachment F) and providing necessary investigative services as required by NJT IAD.
3. The IOM firm will provide monitoring services for the contracted services for construction, design and project management.

Task B – Developing and Implementing Integrity Programs

1. Programs and procedures to prevent and deter fraud, corruption, conflicts of interest and illegal activity by entities doing, or seeking to do, business with NJ TRANSIT; Procedures should include methods to remediate or mitigate fraud, waste, corruption and abuse.
2. Assisting with a program for facilitating the reporting of illegal and improper conduct, through measures such as education and awareness, posters, leaflets, hotlines, etc.
3. Training (If Applicable) -The IOM firm will provide fraud, waste and abuse awareness or other training as may be required by NJ TRANSIT.

Task C – Conducting Background Checks, Reviews of Documents and Investigations

1. Background checks of businesses, principals, officials, employees and other individuals by utilizing research of public records, databases, interviews, etc.;
2. Review of documents, including disclosure forms, payment requests, change orders, invoices, certified payrolls, manifests, etc., submitted by vendors for honesty and accuracy;
3. Investigations and inquiries; including interviews, site visits, surveillances, field activities and head counts, as well as research into public records and databases, for the prevention and detection of violations, fraudulent and/or illegal acts.

Task D – Reporting

1. Quarterly to the State Treasurer utilizing prescribed forms as to each assigned contract under a Work Authorization in a timely manner as to activities performed in accordance with N.J.S.A. 52:15-D-2.
2. Report integrity monitoring activities and results periodically to NJ TRANSIT as required
3. In compliance with malfeasance and inefficiency reporting protocols developed by the State Treasurer.
4. Immediately upon making finding of a likely criminal violation or lesser degree of waste, fraud or abuse, to New Jersey Attorney General and Comptroller.

Task E – Preparing and Maintaining a Fraud Risk Assessment.

(See attached Program-wide Fraud Risk Assessment)

Provide a fraud risk assessment for the HBLR Project noted above including, but not be limited to, the identification of:

- a) Potential fraud, waste, abuse and/or potential criminal activity risks/scenarios/schemes including prioritization and probability and potential impact.
 - i. Included should be a review of all applicable procedures and processes for susceptibility to fraud, waste, abuse and/or potential criminal activity.
- b) Specific methodology and detailed work programs/audit programs/other procedures that will be employed by the IOM firm to mitigate, minimize and/or identify fraud, waste, abuse and/or potential criminal activity for each risk/scenario/scheme identified for NJ TRANSIT.
- c) Detailed plan for key fraud, waste, abuse and/or potential criminal activity risks. This plan must include but not be limited to:
 - i. Prioritized fraud, waste, abuse and/or potential criminal activity risk/scenario/schemes.
 - ii. Detailed strategy for the life of the project for how each risk will be addressed.
 - iii. Deliverables for each risk.
 - iv. Level of effort (hours) needed for each risk by personnel category.
 - v. Other relevant data.
- d) Provide the strategy and deliverables that the IOM firm will utilize to assess contractor(s) compliance with DBE requirements as specified in Section VI below.
- e) Specific deliverables for each work program/audit program/other procedures.

Activities to be conducted by the IOM firm personnel, may include, but not be limited to the following:

1. Attending site meetings as to ongoing construction work where warranted.
2. Attending agency meetings as needed, e.g., job/progress, pre-bid, pre-construction, and any other necessary meetings.
3. Attending scopes reviews and meetings with prospective contractors and vendors in order to ensure procurements are conducted in accordance with NJ TRANSIT Rules and Regulations and that a level playing field is maintained.
4. Reviewing information and activities in relation to project contract/program.
5. Auditing to ensure procurement compliance.
6. Addressing work quality, safety, environmental and historic preservation issues.
7. Taking actions to detect, investigate, prevent and remediate, waste, fraud, and abuse.
8. Making unannounced periodic headcounts of construction site workers in order to deter no-show jobs.

9. Other activities that may be defined or required.

D. DELIVERABLES

All deliverables must be in sufficient detail to allow:

1. NJ TRANSIT to verify and evaluate the conclusions, recommendations, plans, documentation, etc. provided.
2. NJ TRANSIT to assess, in its sole judgment, the quality and acceptance of deliverables provided.
3. The IOM firm, NJ TRANSIT or a third party to execute the plan.

The IOM must ensure compliance with the following:

A. Work Authorization Deliverables

At a minimum, the following deliverables will be provided to the NJ TRANSIT Internal Audit Project Manager based on the approved plan. All work plans **MUST** be in the format provided in Attachment 7. Deliverables to support work will include but not be limited to the following:

1. Fraud Risk Mitigation Strategy and Detailed Work Plan
2. Work papers, reports and other required documentation in the format and content required by NJ TRANSIT to support all work.
3. Presenting reports, findings and other results of audits, reviews, investigations and other assigned tasks, and incorporating comments provided by NJ TRANSIT as appropriate and resubmitting the reports as final.
4. Audits as required under the Work Authorization.
5. Other deliverables that may be defined or required.

B. Required Reports and Documents

1. Findings of potential fraud, malfeasance, or criminal activity

Upon a finding of a likely criminal violation or lesser degree of any malfeasance, inefficiency, waste, fraud, abuse or mismanagement of funds, report findings to the Office of the State Comptroller and the Attorney General/OSC Taskforce with a copy to NJ TRANSIT Auditor General **immediately** consistent with the requirements of N.J.S.A. 52:15D-2. See Attachment 2 for reporting instructions and form.

2. Weekly Status Reports

A weekly status report will be required each Monday by noon following the prior week's work in the NJ TRANSIT prescribed format (to be provided upon engagement). The report will include at a minimum, but not be limited to: the week's accomplishments by deliverable and/or task; status of deliverables; work-in-progress; next steps; listings and status of documents/data requested; significant risks identified; 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.

3. Monthly Status Reports

Provide NJ TRANSIT with updates on activities conducted on, or for, each task to include the type of activity, analysis, results, recommendations, resolutions, and/or preventative measures; and follow up on any previous outstanding issues.

4. Quarterly Report (Attachment 3)

On the first business day of each calendar quarter, the IOM firm shall provide to the State Treasurer, for distribution to the Legislature and the Governor, a report detailing the IOM firm's provision of services during the three-month period second preceding the due date of the report and any previously unreported provision of services, which shall include, but not be limited to, detailed findings concerning the IOM firm's provision of services and recommendations for corrective or remedial action relative to findings of malfeasance and inefficiency. The report shall not include any information which may compromise a potential criminal investigation or prosecution or any proprietary information. The report shall include a privilege log which shall detail each denial of sensitive information that the IOM firm exercises in preparing the report for transmission to the Legislature and the Governor.

5. FTA Quarterly Report

Two weeks after the quarter ends, the IOM firm is required to provide all information as identified by NJT IAD to meet the FTA quarterly reporting requirements.

6. Time Logs

Copies (and upon request, originals) of time logs shall be maintained by the IOM and shall include information on the allocation of hours worked by the IOM and staff to the respective federally-funded programs and all other data required in order to ensure compliance with all federal requirements.

E. DBE PROGRAM REQUIREMENTS FOR THE IOM FIRM

Note: NJ TRANSIT does not have a MBE, or WBE Program, and the State of New Jersey's SBE Program does not apply.

A ten percent (10 %) Race Conscious DBE goal has been assigned to this project. In accordance with Article 22 and Exhibit D of NJ TRANSIT Contract Nos. 14-033A, 14-033B, 14-033C and 14-033D, the IOM will cooperate with NJ TRANSIT in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs shall have the maximum opportunity to compete for subconsultant work. If the ten percent (10%) DBE participation is not met on this Work Authorization; the IOM must provide a detailed explanation as to why and how the firm plans to work towards meeting this goal in addition to documented evidence of good faith effort. Technical and Cost Proposals shall specifically detail DBE participation under this Work Authorization. The Cost Proposal must also include the mandatory DBE Forms A, A-1, A-2, B, NJUCP DBE Certification, Form D (if applicable) and Trucking Commitment Agreement (if applicable). If applicable, the Cost Proposals must also include the supplemental DBE forms AA, AA1, AA2 and BB).

F. IOM FIRM DBE PROGRAM COMPLIANCE MONITORING OF CONTRACTORS

Note: NJ TRANSIT does not have a MBE, or WBE Program, and the State of New Jersey's SBE Program does not apply.

The IOM firm shall provide the strategy and deliverables that the IOM firm will utilize to assess contractor(s) compliance with DBE requirements, including but not limited to:

- a) Specific methodology and detailed work programs/audit programs/other procedures that will be employed by the IOM firm to assess and monitor contractor(s) compliance with DBE Program Requirements and deliverables. DBE Program Requirements of the contracts include but are not limited to:
 - i. Prompt payment of invoices
 - ii. Prompt payment of retainage
 - iii. Commercially useful function (CUF)
 - iv. Pass-throughs
 - v. All contract deliverables
 - vi. Award versus spend
 - vii. Actual DBE work performed matches credit
 - viii. Reporting non-compliance in Weekly reports to NJ TRANSIT Internal Audit
 - ix. Written requests and approvals for the addition or removal/replacement of a DBE firm
 - x. Good faith effort on contract(s) being monitored including change orders/revisions
 - xi. Evidence of payment to prime contractor by NJ TRANSIT, and the DBE by prime contractor
 - xii. Other relevant data as required by NJ TRANSIT
- b) Specific deliverables for each work program/audit program/other procedures.
- c) Detailed plan for IOM firm's to assessment and monitoring contractor(s) DBE compliance. This plan must include but not be limited to:
 - i. Prioritized risks to contractor compliance with the DBE Program Requirements.
 - ii. Detailed strategy for the life of the project for how each risk will be addressed.
 - iii. Deliverables for each risk.
 - iv. Level of effort (hours) needed for each risk by personnel category.
 - v. Other relevant data.

G. SCHEDULE

The services to be provided by the IOM under this Work Authorization are scheduled to be completed by December 2019. The term of this Work Authorization is based upon the projected schedule of the HBLR Project and may be amended at the discretion of NJ TRANSIT.

H. BACKGROUND CHECKS

IOM firm personnel assigned to this Work Authorization must provide documented evidence that they have had appropriate background checks or agree to obtain a background check prior to commencing the Work Authorization.

I. CONFLICT OF INTEREST

Integrity Oversight Monitors shall not be a firm or an affiliate thereof involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects and programs. The IOM should provide NJ TRANSIT at the time it submits its proposal any anticipated or potential or suspected conflicts that it may incur during the projected course of a Work Authorization. The vendors/contractors for the project which the Work Authorization applies are as follows:

Vendor	Contact
Project Manager:	NJ TRANSIT
Environmental:	BEM Systems
Designer:	Twenty First Century Rail Corp.-AECOM
Contractor:	Twenty First Century Rail Corp.-AECOM

An IOM shall certify as part of its responsive proposal that neither it nor any of affiliates or subsidiaries or subconsultants currently provides directly or indirectly construction management or similar or related services that could be in conflict with providing IOM services to NJ TRANSIT under its current IOM agreement either directly or as a member of a joint venture, partnership, or as a subconsultants or subcontractor of any tier. An IOM, or its affiliates, or subsidiaries, or subconsultants which in the future responds to a procurement or enters into a joint venture, partnership or subcontract relationship of any tier to provide directly or indirectly construction management or similar or related services to NJ TRANSIT that could be in conflict with providing IOM services to NJ TRANSIT shall be subject to appropriate action by NJ TRANSIT with respect to any then active Work Authorizations, in the event a conflict is found to have arisen by such action on the part of the IOM or its affiliates subsidiaries, or subconsultants as determined within the sole discretion of NJ TRANSIT.

NJ TRANSIT will determine whether a particular IOM has a conflict on a case by case basis. The IOM is required to consult with NJ TRANSIT where there is concern on the part of the IOM that a conflict may exist. NJ TRANSIT's determination regarding any question(s) of conflict of interest shall be final.

J. CONFLICT OF INTEREST WITH FUTURE CONTRACTORS

The contractor(s) for the contract to which the Work Authorization applies may not be known at the time a Work Authorization is issued. Once the contractor(s) has been identified, the IOM shall provide NJ TRANSIT with any anticipated or potential or suspected conflicts that it may incur during the projected course of a Work Authorization.

Existence of conflicts will be determined, on a case-by-case basis by NJ TRANSIT. In the event it is determined that an award of the contract to which the Work Authorization applies presents an apparent conflict of interest the matter will be discussed and appropriate action taken which may include reassignment of the Work Authorization.

K. PROPOSAL CONTENT

One (1) original and seven (7) copies of your technical proposal and one (1) original three (3) copies of your cost proposal are to be submitted no later than 2:00 p.m. on Monday, April 27, 2015 and addressed as follows:

Ms. Taishida S. Chapman
Principal Contract Specialist
NJ TRANSIT
Procurement Department
One Penn Plaza East, 6th Floor
Newark, New Jersey 07105
Re: 14-033 IOM Services for the HBLR Project

IOM Firms are also requested to submit an electronic copy of the technical & cost proposal no later than 4:00 p.m. on Monday, April 27, 2015 to Ms. Taishida Chapman at tchapman@njtransit.com

Questions or requests for clarification regarding the Assignment Request are to be submitted in writing no later than 4:00 p.m. on Friday, April 17, 2015 and are to be submitted Ms. Taishida Chapman at tchapman@njtransit.com. Questions are to be submitted using the attached template (Attachment 4). The compilation of all questions and answers will be sent to the group prior to the Request for Proposal response due date. 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.

If the IOM is unable to submit a proposal because of a conflict of interest or scheduling, the IOM must provide notice to NJ TRANSIT within **three (3)** business days of the receipt of the Request for Proposal.

The IOM's technical proposal must contain the following elements:

Technical Proposals shall follow the format outlined below.

1. **COVER LETTER:** The cover letter shall summarize key points of the proposal and include any introductory or explanatory remarks. The cover letter should

convey an understanding of the overall contract objectives and the work required of the Consultant.

2. **QUALIFICATION OF INDIVIDUALS:** This section shall contain resumes of the key persons proposed to work on this project. Resumes shall cite formal education, professional licenses and certifications, entire work history, and training in industry skills. Specific skills and any other relevant experiences should be highlighted.
3. **QUALIFICATION OF FIRM(S) AND RELATED EXPERIENCE:** This section shall contain information about the project organizational structure of the team and the personnel required for the project. The availability of professional and technical staff for this project should be shown. Also show anticipated workload for the duration of this project taking into account resources involved with existing proposals and active projects.
4. **TEAM ORGANIZATION/RESOURCE ALLOCATION:** This section shall address the proposed management structure, manpower allocation, and assigned individuals for performing the Detailed Work Plan.

The Consultant will identify disadvantaged owned business enterprises (DBEs) that will or may act as subconsultants in accordance with NJ TRANSIT's established goals.

The Consultant shall certify that the listed 'key personnel' will be employed by the consultant and will be assigned to the project in the manner prescribed. The 'key personnel' identified by the consultant shall not be removed from the contract without written approval from NJ TRANSIT. Therefore, if a 'key personnel' member leaves the firm, NJ TRANSIT must be notified in writing within five (5) business days of their termination/separation.

The following information shall also be included in this section:

Team Organization and Staffing Chart showing the reporting and contractual relationships of all firms included in the proposal as well as the organization of key personnel by name, title and reporting relationship.

Detailed Work Plan showing the number of person-hours proposed for each Task. This section shall include the detailed approach and methodology (work plan) for accomplishing the tasks detailed the scope of work. All work plans MUST be in the format provided in Attachment 7.

5. **TECHNICAL SECTION:** This section shall contain the work plan for accomplishment of the project. The work plan shall address all tasks described in this RFP. Additional narrative on the services to be performed, which can be used to evaluate the Proposer's understanding of the objectives and overall purpose of the project, is encouraged. This section shall carefully reflect all tasks described in Section C above.

6. **IOM FIRM DBE PROGRAM COMPLIANCE MONITORING OF CONTRACTORS:** This section shall contain the detailed strategy and deliverables that the IOM Firm will utilize to assess the contactor(s) compliance with the DBE Requirements as detailed in Section F above.

7. **DBE PROGRAM REQUIREMENTS FOR THE IOM FIRM:** The IOM Firm shall identify DBEs that will or may act as subconsultants in accordance with NJ TRANSIT's established DBE goals.

This section shall also describe, in sufficient detail, how the IOM firm will meet its DBE requirements as prescribed in the Contract and the controls that are in place within the IOM firm to ensure compliance. DBE participation is to be highlighted and total DBE participation provided as a percentage only.

8. **SCHEDULE:** A schedule that shall identify the performance milestones and associated deliverable items to be submitted as evidence of completion of each task and/or sub-task.

9. **QUALITY ASSURANCE PLAN (QAP):** This section shall contain a summary of the Consultant's QAP outlining the process which will be followed for checking, reviewing and approving of the Consultant's work product to ensure it is consistent with NJ TRANSIT and New Jersey Department of the Treasury expectations, requirements and standards. Typical titles of responsible individuals shall be identified along with descriptions of experience and other qualifications required for these positions. A complete QAP is not required; however Consultant shall provide sufficient detail of its quality assurance program in order to permit a clear understanding.

10. **CONFLICTS:** In accordance with Section I above, an IOM firm shall certify as part of its responsive proposal that neither it nor any of its affiliates or subsidiaries or subconsultants currently provides directly or indirectly construction management or similar or related services that could be in conflict with providing IOM services to NJ TRANSIT under its current IOM agreement either directly or as a member of a joint venture, partnership, or as a subconsultants or subcontractor of any tier.

If the Consultant or any employee, agent or subconsultant of the Consultant may have, or may give the appearance of a possible conflict of interest, the Consultant shall include in its proposal a statement indicating the nature of the conflict. Also, provide a description of how the firm avoids or addresses potential conflicts of interest. NJ TRANSIT reserves the right to disqualify the Consultant if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. NJ TRANSIT's determination regarding any question(s) of conflict of interest shall be final.

The IOM's cost proposal must contain the following elements:

A. Cost proposals shall be submitted in a separate, sealed envelope.

- B. Cost proposals are to be presented in a person-hour allocation format by task and personnel classification. (Attachment 5)
- C. NJ TRANSIT will only pay for straight time labor at the fully loaded rate with no overtime or night differential, i.e., NJ TRANSIT will not pay for travel, meals, lodging, commutation, overhead, profit, administration, or other expenses except as otherwise specifically provided below. Any other necessary expenses on a project basis will be at the sole discretion of NJ TRANSIT and all decisions are final. Rates shall be fully loaded and apply per job title.

There is an allowance established for reimbursement of reasonable, documented costs incurred in order to relocate staff members and managers to New Jersey where their primary residences are 90 or more miles from the City of Newark, New Jersey documented by computer mapping calculations. In such instances only costs of initial travel and move of personal property to New Jersey will be reimbursed and only where approved in writing by NJT IAD prior to move or travel occurring. No travel back and forth to primary residence during work assignment will be reimbursable; however, reasonable documented costs of transportation of assigned personnel and move of personal property will be paid upon conclusion of Work Authorizations to which staff member or manager has been assigned. Travel in relation to assigned duties shall not be reimbursable. All reimbursable travel expenses shall be in accordance with the Travel & Business Reimbursement Guidelines.

As to Subject Matter Experts (SMEs), only costs of travel and stays in hotel as well as breakfast and dinner will be reimbursable where SME attendance is required in New Jersey and has been previously approved in writing by NJT IAD for periods of 30 or fewer consecutive days. Travel in relation to assigned duties shall not be reimbursable. Stays of SMEs for more than 30 days will be reimbursed for reasonable, documented relocation costs as provided above as it applies to staff members and managers. All reimbursable travel expenses shall be in accordance with the Travel & Business Reimbursement Guidelines.

- D. The Cost Proposal must also include the mandatory attached DBE Forms A, A-1, A-2, B, NJUCP DBE Certification, Form D (if applicable) and Trucking Commitment Agreement (if applicable) as detailed in Section E above. If applicable, the Cost Proposals must also include the supplemental DBE forms AA, AA1, AA2 and BB. (Attachment 6). If the ten percent (10%) DBE participation is not met on this Work Authorization; please provide a detailed explanation as to why and how the firm plans to work towards meeting this goal in addition to documented evidence of good faith effort.

L. SELECTION PROCESS

NJ TRANSIT will review the proposals and select the IOM whose proposal is most advantageous, price and other factors considered.

Oral Presentations may be required at the discretion of NJ TRANSIT. Oral Presentations, if necessary, will provide an opportunity for the firms/teams to clarify or elaborate on its written technical proposal. The Technical Evaluation Committee (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.

NJ TRANSIT will enter into negotiations with the top ranked proposer to reach an agreement on the scope of services and the fair and reasonable compensation to be paid by NJ TRANSIT. If in the opinion of NJ TRANSIT a satisfactory agreement cannot be negotiated with the top ranked proposer, NJ TRANSIT will end negotiations and initiate negotiations with the second most qualified firm. NJ TRANSIT considers all aspects of a consultant's proposal negotiable.

NJ TRANSIT will then issue a Work Authorization with a "not to exceed" clause to the engaged firm and begin the issuance of the assignment. A firm may submit pricing lower than its original proposal price for a specific project. Any change in the scope and/or fee must have the prior written consent of NJ TRANSIT's authorized representative.

Contract award is subject to the availability of federal funding. The level and amount of work to be awarded to the Integrity Oversight Integrity Monitor is not guaranteed.

M. ADMINISTRATION OF THE CONSULTANT – STANDARD PROJECT INITIATION

Consultant activities will be managed by NJ TRANSIT's Internal Audit Department (NJT IAD) in consultation with the New Jersey Department of the Treasury, NJ TRANSIT Accountability Officer and NJ TRANSIT's authorized Procurement representative with responsibility for initiating all contractual work and the administration of and resolution of all Work Authorization items.

A. Work Authorization

Work Authorizations executed between the IOM's authorized representative and NJ TRANSIT's authorized Procurement representative is required prior to any services being provided by the Consultant. The parties agree that the signing of a Work Authorization shall be necessary to commit NJ TRANSIT to compensate the IOM for accepted work referenced therein and to commit the IOM to perform the work according to its written description, for an amount not to exceed the fee provided in the Work Authorization. Any change in the scope and/or fee must have the prior written consent of NJ TRANSIT's authorized Procurement representative. A separate Work Authorization shall be required for each assignment of the IOM.

Work Authorizations are intended to provide oversight monitoring of specific contracts from conception where practicable under the circumstances. An assigned IOM is to have its staff familiarize itself with the proposed project scope and schedule and get to know the project management and design staff. The IOM is to become familiar with the project to which it is assigned prior to the commencement of work. Global assignments will involve more general overview of the various projects included in its scope. IOM is

not to simply be an auditor but to oversee all aspects. Projects can be varied in scope and length of time. Some projects will involve force account work and contract work at the same time and sometimes sequentially. Before actual construction work begins, IOM staff time will not be at full level. Similarly as a project nears completion and closeout, IOM involvement will similarly lessen. The subject matter experts to be supplied by IOM will differ from project to project and possibly during the course of a project where nature and scope of work may vary from phase to phase.

B. Acceptance

(1) Any items which the Consultant must deliver to NJ TRANSIT as noted in a Work Authorization shall be delivered to the NJT IAD. NJT IAD will review the deliverables and shall have the right, in its sole judgment, to refuse the acceptance of any items if they do not meet the Standards of Performance established by NJ TRANSIT. Such review does not relieve the Consultant of its liability for errors and omissions.

(2) Any items which the Consultant must deliver to New Jersey Department of the Treasury as noted in a Work Authorization and/or the reporting requirements shall be delivered to the New Jersey Department of the Treasury. New Jersey Department of the Treasury will review the deliverables and shall have the right, in its sole judgment, to refuse the acceptance of any items if they do not meet the performance standards set forth in NJ Transit Contract Nos. 14-033A, 14-033B, 14-033C and 14-033D. Such review does not relieve the Consultant of its liability for errors and omissions.

(3) If the services or any deliverables are not accepted, NJ TRANSIT has the option of terminating the Agreement, or terminating the associated Work Authorization.

(4) NJ TRANSIT and New Jersey Department of the Treasury reserve the right to seek reimbursement of all costs, expenses or damages incurred, because of any act, error or omission, neglect or negligence, or misconduct of said Consultant or its sub-consultants in the performance of the work outlined in this Agreement. In such an event, NJ TRANSIT may withhold payment pending resolution of disputed claim not to exceed the amount due under the item of dispute, but without limitation to the amount NJ TRANSIT or Treasury may seek or claim to the extent allowed by law or equity. NJ TRANSIT shall not be obligated to make any payment for work that is unsatisfactory or does not comply with the terms of this Agreement. Furthermore, the Consultant shall not receive additional compensation for the cost of redoing, correcting or otherwise revising work by reason of any act, error or omission, neglect or negligence, or misconduct of said Consultant or its sub-consultants in the performance of the work outlined in this Agreement.

C. Responsibilities

(1) NJ TRANSIT Responsibilities

NJ TRANSIT is responsible for managing and accepting the IOM's work and deliverables as well as approving its invoices.

(2) Integrity Oversight Monitor Responsibilities

IOMs are responsible for executing the work in an effective and efficient manner and to meet all requirements of the Contract including the reporting requirements as noted in Section IV. In addition, the IOM is required to provide all work directly to NJ TRANSIT Internal Audit. Any other interactions with NJ TRANSIT personnel other than in the conduct of the project work must be coordinated through the NJ TRANSIT Internal Audit Department in collaboration with the NJ TRANSIT Accountability Officer and/or Procurement with the exception of communications with the Office of Civil Rights/Business Development regarding the IOM firm's DBE program requirements.

N. ADMINISTRATION OF THE CONSULTANT - CONSULTANT TEAM CHANGES

Where the Consultant finds it necessary or prudent to vary the composition of its resources, the Consultant shall be required to submit for NJ TRANSIT and the New Jersey Department of the Treasury, as the case may be, a request for approval in advance with such information and justifications as are necessary to support the restructuring of the team. In making such changes, the Consultant must remain cognizant of all DBE participation requirements and goals as specified in the contract documents. For resources that are added, NJ TRANSIT will require a description of the resources' credentials and background. In addition, NJ TRANSIT may require an interview of the personnel.

NJT IAD and New Jersey Department of the Treasury shall have the right to pre-approve staffing and removal of particular staff members at its discretion.

If the Prime Consultant will be adding, removing and/or replacing a DBE subconsultant firm/employee on its team, it must be in accordance with Exhibit D, Articles 4.2, 4.3 and 4.4 of NJ TRANSIT's DBE Requirements.

O. ADMINISTRATION OF THE CONSULTANT - COMPENSATION

Payment for services to be rendered under this contract shall be on an hourly fee basis with a maximum not-to-exceed cost established for each individual Work Authorization authorized in accordance with the procedures described herein, and subject to the terms and conditions established for the overall contract. Payments of invoices will be made within thirty (30) days of approval by NJ TRANSIT Auditor General or his designee. No charges for work directed by unauthorized NJ TRANSIT or New Jersey Department of the Treasury personnel shall be binding upon NJ TRANSIT, and any work performed pursuant to such authorization shall be entirely at the risk of the Consultant. Additionally, no compensation will be allowed for the revision of work which has been rejected as failing to satisfy the requirements of a specific Work Authorization. The Consultant shall use a standard invoice form detailing the particular tasks, deliverables completed, particular work completed, hours expended by personnel, cost basis and total cost, and other detailed information that may be required by NJ TRANSIT. The Consultant shall submit all itemized bills separately for each Work Authorization. Each invoice may be reviewed by NJT IAD and New Jersey Department of the Treasury as well as by the Accountability Officer, the Board's Representatives and NJ TRANSIT staff.

Monthly invoices with supporting schedules of billable hours, fees and deliverables for work performed must be issued for this Work Authorization. No travel or out-of-pocket expenses will be reimbursed unless pre-approved in accordance with NJ TRANSIT Contract No. 14-033. Payment of invoices will be contingent upon successful completion, delivery and sole acceptance of aforementioned deliverables in the form and substance required by NJ TRANSIT.

In addition to the weekly report, in order to support payment, the IOM firm must include in their billing detail a daily log of activities for each person on the Work Authorization. This includes, for each person, tasks performed by deliverable, identification of the employees or subconsultants (and their respective employees) met with, summarized work performed, all meetings attended, field visitations along with the name of employee and subconsultants (and their respective employee) in attendance, and any other information to sufficiently support billing. Billing must also include, by person, hours billed for the current period and hours billed to date and expenses billed for the current period and expenses billed to date. The above provisions also apply to all sub-consultants if employed by the IOM firm.

P. OWNERSHIP OF WORK

All work product produced by the IOM in accordance with this contract and Work Authorizations are the sole property of NJ TRANSIT. Work product includes, but is not limited to: reports, documents, analyses, worksheets, work papers, cost estimates, tapes (audio or video), correspondence, computer files/media storage/programs/data, sample lists, sign-in sheets, audits, photographs, drawings, spread sheets, graphics and all other information resulting from or obtained during the Consultant's work performed under this contract.

Q. 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 proposer'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 bidder 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.

R. ATTACHMENTS

- Attachment 1: Projected Fiscal Year Expenditures HBLR
- Attachment 2: Disaster Fraud Theft Reporting Form
- Attachment 3: Quarterly Report Template
- Attachment 4: Question Submittal Template
- Attachment 5: Cost Proposal Format
- Attachment 6: DBE Forms
- Attachment 7: Work Plan Template
- Attachment 8: Program-Wide Fraud Risk Assessment Report

PRINTS ID	Project Name	Total Projected Project Cost	Spent Cumulative thru FY15	Spent in FY 16	Spent in FY 17	Spent in FY 18	Spent in FY 19	Spent in FY 20
NJT00750	SANDY Dmg 05HBLR 4 Track & ROW	\$ 1,326,252	\$ 181,720	\$ 471,812	\$ 488,511	\$ 176,367	\$ 27,842	\$ -
NJT00748	Sandy Dmg 05 HBLR 4 Traction Power/Station Dist Power	\$ 25,184,000	\$ 2,285,427	\$ 7,752,615	\$ 9,274,542	\$ 4,722,929	\$ 1,044,708	\$ 103,778
NJT00751	SANDY Dmg 05 HBLR 4 Signals and Comm	\$ 9,815,600	\$ 813,472	\$ 2,586,949	\$ 3,714,520	\$ 1,989,138	\$ 825,190	\$ 76,333
NJT00752	SANDY Dmg 05 HBLR 4 Vehicle Base Facility	\$ 8,579,000	\$ 2,434,074	\$ 4,253,377	\$ 1,679,189	\$ 212,360	\$ -	\$ -
TOTALS		\$ 44,904,852	\$ 5,694,693	\$ 15,074,753	\$ 16,156,782	\$ 7,100,782	\$ 1,697,740	\$ 180,112

**NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Request for Proposal: Superstorm Sandy Integrity Oversight Monitoring Services for
Hudson-Bergen Light Rail Project**

Attachment 2: Disaster Fraud Theft Reporting Form

THIS ATTACHMENT HAS BEEN DEEMED PROPRIETARY AND/OR
CONFIDENTIAL AND HAS BEEN REMOVED

**NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Request for Proposal: Superstorm Sandy Integrity Oversight Monitoring Services for
Hudson-Bergen Light Rail Project**

Attachment 3: Quarterly Report Template

State of New Jersey
 Department of the Treasury - Integrity Oversight Monitor
Quarterly Reporting Overview
 See the Integrity Oversight Monitor Act (C.52:15D-1) for complete details

Reporting Schedule

- Reports are due on the first business day of each calendar quarter.
- Integrity oversight monitor shall be engaged, and performing duties as an integrity oversight monitor at least three months before a quarterly report is due.
- Reports shall detail provision of services during the three-month period second preceding the due date of the report including any previously unreported provision of services.
- The Treasurer will provide the quarterly reports to the Legislature and Governor within ten business days of receipt.

Quarterly Report Due Date:	Reporting on Activity for the Period of:
January 2, 2015	July 1 to September 30
April 1, 2015	October 1 to December 31
July 1, 2015	January 1 to March 31
October 1, 2015	April 1 to June 30
January 4, 2016	July 1 to September 30
April 1, 2016	October 1 to December 31
July 1, 2016	January 1 to March 31
October 3, 2015	April 1 to June 30
January 2, 2017	July 1 to September 30
April 3, 2017	October 1 to December 31
July 3, 2017	January 1 to March 31
October 2, 2017	April 1 to June 30

Reporting Guidelines

- In accordance P.L.1991, c.164 (C.52:14-19.1), each integrity oversight monitor shall provide quarterly reports to the State Treasurer for distribution to the Legislature and to the Governor.
- The report shall detail the monitor's provision of services during the specified period, and any previously unreported provision of services, which shall include, but not be limited to, detailed findings concerning the integrity oversight monitor's provision of services and recommendations for corrective or remedial action relative to findings of malfeasance and inefficiency.
- The report shall not include any information which may compromise a potential criminal investigation or prosecution or any proprietary information.
- The report shall include a privilege log which shall detail each denial of sensitive information that the integrity oversight monitor exercises in preparing the report.
- Monitors must use the attached template for quarterly reporting. Quarterly reports should be sent to the Administration Integrity Oversight Monitor mailbox at: IntegrityOversightMonitor@treas.nj.gov

Note

- *Monitors shall report findings of possible criminal violations or lesser degrees of waste, fraud, or abuse, to the Attorney General and State Comptroller immediately.*

State of New Jersey
 Department of Treasury
 Integrity Monitoring Reporting Model
 Engagement:
 For Quarter Ending: xx/xx/2015

Reports required under A-60 will be submitted by Integrity Monitors on the first business day of each calendar quarter to the State Treasurer and will contain detailed information on the projects/contracts/programs funded by the Disaster Relief Appropriations Act.

No.	Recipient Data Elements	Response	Comments
A. General Info			
1.	Recipient of funding		
2.	Federal Funding Agency? (e.g. HUD, FEMA)		
3.	State Funding (if applicable)		
4.	Award Type		
5.	Award Amount		
6.	Contract/Program Person/Title		
7.	Brief Description, Purpose and Rationale of Project/Program		
8.	Contract/Program Location		
9.	Amount Expended to Date		
10.	Amount Provided to other State or Local Entities		
11.	Completion Status of Contract or Program		
12.	Expected Contract End Date/Time Period		
B. Monitoring Activities			
13.	If FEMA funded, brief description of the status of the project worksheet and its support.		
14.	Quarterly Activities/Project Description (include number of visits to meet with recipient and sub recipient, including who you met with, and any site visits warranted to where work was completed)		

State of New Jersey
 Department of Treasury
 Integrity Monitoring Reporting Model
 Engagement:
 For Quarter Ending: xx/xx/2015

Reports required under A-60 will be submitted by Integrity Monitors on the first business day of each calendar quarter to the State Treasurer and will contain detailed information on the projects/contracts/programs funded by the Disaster Relief Appropriations Act.

No.	Recipient Data Elements	Response	Comments
15.	Brief Description to confirm appropriate data/information has been provided by recipient and what activities have been taken to review in relation to the project/contract/program.		
16.	Description of quarterly auditing activities that have been conducted to ensure procurement compliance with terms and conditions of the contracts and agreements.		
17.	Have payment requisitions in connection with the contract/program been reviewed? Please describe		
18.	Description of quarterly activity to prevent and detect waste, fraud and abuse.		

State of New Jersey
 Department of Treasury
 Integrity Monitoring Reporting Model
 Engagement:
 For Quarter Ending: xx/xx/2015

Reports required under A-60 will be submitted by Integrity Monitors on the first business day of each calendar quarter to the State Treasurer and will contain detailed information on the projects/contracts/programs funded by the Disaster Relief Appropriations Act.

No.	Recipient Data Elements	Response	Comments
19.	Provide details of any integrity issues/findings		
20.	Provide details of any work quality or safety/environmental/historical preservation issue(s).		
21.	Provide details on any other items of note that have occurred in the past quarter		
22.	Provide details of any actions taken to remediate waste, fraud and abuse noted in past quarters		
C. Miscellaneous			
23.	Attach a list of hours and expenses incurred to perform your quarterly integrity monitoring review		
24.	Add any item, issue or comment not covered in previous sections but deemed pertinent to monitoring program.		

Name of Integrity Monitor: Name of Report Preparer: Signature: Date:

**NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Request for Proposal: Superstorm Sandy Integrity Oversight Monitoring Services for
Hudson-Bergen Light Rail Project**

Attachment 4: Question Submittal Template

**NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Request for Proposal: Superstorm Sandy Integrity Oversight Monitoring Services for
Hudson-Bergen Light Rail Project**

Attachment 5: Cost Proposal Format

NJ TRANSIT Contract No. 14-033
 Integrity Oversight Monitoring Services
 Attachment 5 - Cost Proposal Format

Firm Name:

Staffing Category	Hourly Billing Rate (\$)	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Total Hours Per Staff Category	Total \$ Per Staff Category
		Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)		
Partner/Principal/Director															
Program Manager/Project Manager															
Subject Matter Expert															
Supervisor/Senior Consultant															
Consultant/Associate/Staff															
Administrative Support															
TOTALS															

Total Direct Cost	
Total Travel Cost	
GRAND TOTAL	

**NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Request for Proposal: Superstorm Sandy Integrity Oversight Monitoring Services for
Hudson-Bergen Light Rail Project**

Attachment 6: DBE Forms

REQUIRED FORMS

ENCLOSED FOR COMPLETION (MANDATORY):

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

TO BE OBTAINED AND SUBMITTED (MANDATORY):

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

Consult DBE Program Requirements for further guidance.

First Tier DBE UTILIZATION - FORM A

Project Name: _____

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: _____

Federal Tax ID #: _____

Title: _____

Company Tel #: _____

Prime Contractor's DBE Liaison Officer: _____

Date Signed: _____

To Add Subs Use Additional Forms

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

NJT Contract No: _____

Project Title: _____

Prime Contractor: _____

Telephone #: _____

Date: _____

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

	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
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:			

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

NJT Contract No: _____
 Prime Contractor: _____
 Date: _____

Project Title: _____
 Telephone #: _____

Complete the information below for "all" subcontractors/subconsultants solicited for or participating on this 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 SUBCONTRACTOR UTILIZATION - FORM A2

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

NJ Transit Contract No: _____ Date: _____ Prime Contract Value: _____

Bidder/Proposer Prime Name: _____ Project Title: _____

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			\$	%

To Add Subs Use Additional Forms

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.

ADDENDUM

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

**Required for all DBE subcontractors who decline to provide a quote.
Applies in pre and post-award.**

Important

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

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

Guidelines to Bidder/Proposer/Prime:

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

Instructions:

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

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

DBE GOOD FAITH EFFORT- FORM D

IFB/RFP Number: _____

Project Title: _____

Bidder/Proposer/Prime Name: _____

Address: _____

Phone: _____

Email: _____

Date Signed: _____

The following is a list of the types of actions that may be considered good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases, however please check all that apply in this instance. Please provide documentation for ALL instances selected.

- Selected portions of work to be performed by DBEs and, where appropriate, broke down contracts into economically feasible units to facilitate DBE participation.
- Provided interested DBE with adequate information about plans, specifications, and requirements of the contract.
- Negotiated in good faith with interested DBE, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
Made efforts to assist interested DBE in obtaining bonding, lines of credit, or insurance required by NJ Transit or Bidder.
- Made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Advertised subcontracting opportunities in appropriate media.
- Used the services of minority organizations, minority contractors' groups, local state and federal minority business assistance offices and other organizations that provide assistance identifying subcontractors.
- Provided written notice to DBEs in sufficient time to allow the DBE to respond. (Provide copy of documentation with Page 2.)
- Followed up initial solicitation of interest by contacting DBE to determine interest. (Provide proof of follow up with Page 2.)

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

SUPPLEMENTAL SECTION REQUIRED FORMS

ENCLOSED FOR COMPLETION (IF APPLICABLE):

- **Form AA; AA1; AA2; BB; & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (IF APPLICABLE):

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

Consult DBE Program Requirements for further guidance.

SECOND TIER DBE UTILIZATION- FORM AA

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: _____

To Add Subs Use Additional Forms

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM AA1

NJT Contract No: _____
 DBE Sub-Prime: _____
 Date: _____

Project Title: _____
 Telephone #: _____

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:			

To Add Subs Use Additional Forms

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			\$	%

To Add Subs Use Additional Forms

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.

**NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Request for Proposal: Superstorm Sandy Integrity Oversight Monitoring Services for
Hudson-Bergen Light Rail Project**

Attachment 7: Work Plan Template

WORK AUTHORIZATION - Detailed Work Plan Template

Project

Name: _____

Work Authorization Number: _____

Date: _____

Firm: _____

Firm Contact (Tel Num.): _____

Do not include costs on the work plan submission

Task X	<Task description> x <detailed steps> x <detailed steps> x <detailed steps> x <detailed steps> x <detailed steps> x <detailed steps> x <detailed steps> etc.	Deliverables <step deliverable, e.g., documentation, etc.> <step deliverable, e.g., documentation, etc.> <step deliverable, e.g., documentation, etc.> <step deliverable, e.g., documentation, etc.> <step deliverable, e.g., documentation, etc.> <step deliverable, e.g., documentation, etc.> <step deliverable, e.g., documentation, etc.> etc.	Staffing					Completion Dates for each step
			Part/Princ / Dir	Prog and Proj Mgrs	SME	Staff - Supv, Sr, Consultant, Associate	Admin	
Total Task Hours			XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX

Task X	<Task description> x <detailed steps> x <detailed steps> x <detailed steps> x <detailed steps> x <detailed steps> x <detailed steps> x <detailed steps> etc.	Deliverables <step deliverable, e.g., documentation, etc.> <step deliverable, e.g., documentation, etc.> <step deliverable, e.g., documentation, etc.> <step deliverable, e.g., documentation, etc.> <step deliverable, e.g., documentation, etc.> <step deliverable, e.g., documentation, etc.> <step deliverable, e.g., documentation, etc.> etc.	Staffing					Completion Dates for each step
			Part/Princ / Dir	Prog and Proj Mgrs	SME	Staff - Supv, Sr, Consultant, Associate	Admin	
Total Task Hours			XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX

WORK AUTHORIZATION - Detailed Work Plan Template

Project

Name: _____

Work Authorization Number: _____

Date: _____

Firm: _____

Firm Contact (Tel Num.): _____

Task X	<Task description>	Deliverables	Staffing					Completion Dates for each step
			Part/Princ / Dir	Prog and Proj Mgrs	SME	Staff - Supv, Sr, Consultant, Associate	Admin	
	x <detailed steps>	<step deliverable, e.g., documentation, etc.>						<hours>
	x <detailed steps>	<step deliverable, e.g., documentation, etc.>						<hours>
	x <detailed steps>	<step deliverable, e.g., documentation, etc.>						<hours>
	x <detailed steps>	<step deliverable, e.g., documentation, etc.>						<hours>
	x <detailed steps>	<step deliverable, e.g., documentation, etc.>						<hours>
	x <detailed steps>	<step deliverable, e.g., documentation, etc.>						<hours>
	x <detailed steps>	<step deliverable, e.g., documentation, etc.>						<hours>
	etc.	etc.						etc.
Total Task Hours			XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX

<add sections as needed>

Grand Summary of All Tasks (do not include costs)

Tasks	Task Description	Staffing					Completion Dates for each Task
		Part/Princ / Dir	Prog and Proj Mgrs	SME	Staff - Supv, Sr, Consultant, Associate	Admin	
Task A							<hours>
Task B							<hours>
Task C							<hours>
Task D							<hours>
Task E							<hours>
etc.							<hours>
etc.							<hours>
etc.							etc.

NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Request for Proposal: Superstorm Sandy Integrity Oversight Monitoring Services for
Hudson-Bergen Light Rail Project

Attachment 8: Program-Wide Fraud Risk Assessment Report

THIS ATTACHMENT HAS BEEN DEEMED PROPRIETARY AND/OR
CONFIDENTIAL AND HAS BEEN REMOVED

NJ TRANSIT Contract No. 14-033
Integrity Oversight Monitoring Services
IOM Services for HBLR Project
Questions and/or Request for Clarification

Page #	RFP Section	Question	NJ TRANSIT Response
1 thru 4	B. Project Description	Within the budget for the "HBLR Vehicle Base Facility," "HBLR Signals and Communications Project" and the "HBLR Traction Power/Station Distribution Power Repairs Project" there is a line item described as "Oversight – Services." Can you please provide further clarification as to what the scope of these services entail? Are these "Oversight – Services" intended to capture the work of the Integrity Oversight Monitor pursuant to NJ TRANSIT Contract No. 14-033?	The budget category "Oversight – Services" applies to all costs directly associated for the Integrity Oversight Monitor services.
1 thru 4	B. Project Description	Please identify which of the four projects will require night/weekend work.	The "HBLR 4 Track and ROW", "HBLR Vehicle Base Facility," "HBLR Signals and Communications" and the "HBLR Traction Power/Station Distribution Power Repairs" Projects may all require night and weekend outages.
1 thru 4	B. Project Description	Since there are multiple projects listed in the solicitation, could NJ TRANSIT please clarify if firms are required to bid on all of the projects as one package? Or, may we bid on projects individually?	All of these projects shall be in one assignment package. It is NJ TRANSIT's intent to hire and utilize the services of one Integrity Oversight Monitor firm for these four HBLRT Projects.
2	B. Project Description	Regarding the SANDY Dmg 05 HBLR 4 Track and ROW project, between which stations did damage occur along the RiverLine Branch?	The location of the damage along the HBLR primarily occurred at the Caven Point Vehicle Storage Yard, extensively along the River Line Branch, and at the Richard St. Station –Traction Power Station Substation (TPSS) along the Bayonne Branch.
3	B. Project Description	Regarding the HBLR Signals and Communications project, between which stations did damage occur along the RiverLine South Branch?	This project supports work located primarily along the Riverline South Branch of the HBLR.
4	B. Project Description	Regarding the HBLR Traction Power/Station Distribution Power Repairs Project, between which stations did damage occur along the RiverLine South Branch?	This project supports work located primarily along the Riverline South Branch of the HBLR.
5 thru 7	C. Scope of Work	Does the scope of work anticipate the Integrity Oversight Monitor performing fraud risk assessments of Twenty First Century Corp.'s prime contractors?	The Integrity Oversight Monitor will be charged with monitoring the Twenty First Century Rail Corporation contract as well as any other contracts related to these projects that meet the minimum statutory value threshold (\$2 million).

NJ TRANSIT Contract No. 14-033
Integrity Oversight Monitoring Services
IOM Services for HBLR Project - Updated Work Plan
Questions and NJ TRANSIT Responses

Question	NJ TRANSIT Response
Will firms be required to submit updated and signed DBE forms to reflect changes made to the Work Plan? If so, will NJ TRANSIT be issuing an updated form to be completed or should the previous version be utilized?	Yes, if the changes will have an effect on the cost proposal. The DBE forms previously provided with the RFP may be utilized.
Could NJ TRANSIT please provide the EA Program-Wide Risk Assessment in Excel format?	NJ TRANSIT does not have the document in Excel.
Please advise what the column "Risk (indicate priority ranking)" on the tab for Work Plan for DBE Compliance is supposed to represent. Additionally give an example of the type of deliverables anticipated in column D.	As a professional services firm, it is NJ TRANSIT's expectation that your firm would be able to identify the risk associated with the "DBE Program Requirements". Secondly, priority is your judgment as a professional services firm as to the relative criticality of the identified risk. Examples of Deliverables are included in the RFP.
Is Twenty First Century Rail Corporation performing a lot of the work, or is it expected to be subcontracted out? If subcontracted, are the subcontracts awarded by the CM or by Twenty First Century?	TFCRC is performing some of the work where permitted providing their resources are available and qualified. When a subcontractor is engaged they are contracted by TFCRC.
Is there one CM across all five projects or a different CM for each project?	The CM is the same for all.
How many CMs submitted bids?	N/A
Is the majority of the work expected to happen during nights/weekends when service will be offline?	The majority of work is expected to happen during the weekends. TFCRC will borrow on every opportunity otherwise to ensure the continuance of work.