

New Jersey
Department of Transportation



<PROJECT TITLE>

<UNIQUE IDENTIFIER>
<CONTRACT NUMBER>

**CONTRACT DOCUMENTS REQUEST
FOR PROPOSALS**

INSTRUCTIONS TO PROPOSERS (ITP)

GENERAL INSTRUCTIONS

DRAFT <DATE>

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INSTRUCTIONS TO PROPOSERS (ITP)

1 INTRODUCTION AND GENERAL PROVISIONS

1.1 INTRODUCTION

This Request for Proposals (“RFP”) is issued by the New Jersey Department of Transportation (“the Department”) to seek competitive Proposals (“Proposals”) for a Design-build Contract, including design, construction, and other identified services for the Design-build project.

The Project’s Design-build services are described in Appendix A.

Bidder (hereafter, “Proposer(s)”) means a design-builder submitting a statement of qualifications, or a statement of qualifications and proposal, in response to a request for qualifications or request for proposals for an award of a design-build contract.

This solicitation is a Two-phase selection process authorized by the “Design-Build Construction Services Procurement Act”, New Jersey A-1285, approved April 30, 2021 (the “Design-Build Act”) (N.J.S.A. 52:35B-1 through -10) (see Instructions to Proposers (ITP) Section 2.1).

The Two-phase selection process is a procurement process that includes:

- A. Phase 1 consisting of public advertisement of a Solicitation (here after referred to as the Request for Qualifications (RFQ) that describes the Design-build project, outlines the scope of work for the Design-build project and solicits responses delineating the qualifications of Proposers, and
- B. Phase 2 consisting of the issuance of a Request for Proposal (RFP) to prequalified Proposers, selected on the basis of their responses to the RFQ, which outlines the criteria to be used for selection and the weight that will be given to each of these criteria in the evaluation process, and which solicits a Proposal consisting of a technical proposal and a price bid.

RFP’s will be evaluated using the Best Value selection process in which consideration is given to both a price bid and a technical proposal, and the award of the Design-build contract is based upon a combination of price and qualitative considerations, such that the successful Proposer is the one whose price bid and technical proposals together are most advantageous to the Department.

This document provides instructions to be followed by Proposers in their responses to the RFP. Proposals must comply with these Instructions to Proposers (“ITP”) and shall address and/or consider the Project goals and objectives identified in ITP Appendix A.

1.2 SCOPE OF WORK

Refer to Contract Documents Part 3, Project Requirements, for the Project Scope of Work.

1.3 PROJECT GOALS

The Department's goals and objectives for the Project are described in ITP Appendix A.

1.4 DEFINITIONS

Refer to Part 2 Division 100 General Provisions for the meaning of various abbreviations, acronyms, capitalized and non-capitalized terms used herein.

1.5 RFP DOCUMENTS

The RFP includes the following documents (the "RFP Documents"), which will form part of the Contract Documents:

- A. Instructions to Proposers (ITP), including Appendices,
- B. DB Agreement (Part 1),
- C. Division 100 General Provisions (Part 2),
- D. Project Requirements (Part 3),
- E. Utility Requirements (Part 4),
- F. Additional Project Requirements (Part 5),
- G. RFP Plans (Part 6),
- H. Engineering Data (Part 7),
- I. DB Special Provisions (Part 8), and
- J. Additional documents issued by Addenda to this RFP (Part 10).

The Contract Documents will also include the selected Design-builder's Proposal which will become Part 9 of the Contract in accordance with ITP Section 1.7.2.

Reference documents for the Project are listed in ITP, Appendix A and are available on the BidExpress website. Reference documents will not form a part of the Design-build contract. The Department makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn from the reference documents. The reference documents are made available to the Proposers for the purpose of providing such information as is in the possession of the Department, whether or not such information may be accurate, complete or pertinent, or of any value.

1.5.1 Required Forms

The Department can reject a Proposal or give it a lower rating if the Proposer fails to provide all information and all completed forms (see ITP Appendix E) in the format required in Appendices C and D. The Proposer shall fill in all blank spaces in the Proposal forms, as noted. The Proposer

shall not make any changes in the phraseology of the RFP or in the items mentioned therein. Proposers shall not make changes to the forms except as indicated on a specific form. The Department may change forms which shall be issued to Proposers by addenda.

1.5.2 Errors

The Proposer shall notify the Department of a recommended correction of any mistake, error or ambiguity recognized by the Proposer at any time during the two-phase selection process in any of the documents supplied by the Department. The Proposer shall provide the notification to the Department in writing, in accordance with ITP Section 2.3, as soon as possible.

The Proposer shall not exploit any discrepancy, (i.e., mistake, error, omission, or ambiguity) in any of the documents supplied by the Department.

1.6 PROCUREMENT SCHEDULE

The anticipated procurement schedule for the Design-build project is described in ITP, Appendix A.

1.7 GENERAL PROVISIONS REGARDING PROPOSALS

1.7.1 Proposal Contents

Each Proposal shall include the following:

- A. An Administrative Submittal (Volume 1);
- B. A Technical Proposal (Volume 2); and
- C. A Price Bid (Volume 3).

Instructions for Volumes 1, 2 and 3 are provided in ITP Appendices B, C and D, respectively, and required forms are provided in ITP Appendix E. The forms presented in ITP Appendix E are supplied additionally as Microsoft Word® and Microsoft Excel® format files, for use by Proposers in preparing submissions. The Department may reject any Proposal or give a lower rating if a Proposer fails to provide all the information and all completed forms in the format required. Proposers must fill all blank spaces in the Proposal, as noted. Proposers shall not change forms except as expressly permitted in the forms. Proposers may add rows to certain forms as indicated on the relevant form.

1.7.2 Inclusion of Proposal in Contract

The selected Proposer's Proposal will become Part 9 of the Design-build contract, in accordance with ITP Appendices B, C and D.

Prior to incorporation into Part 9 of the Contract Documents, the Proposal or parts thereof will be adjusted to reflect clarifications or negotiations, if any, that occur after its submission that are

accepted by the Department.

1.7.3 Commitments in the Proposal

The Department will interpret and evaluate language used in each Proposal based on the level of commitment provided by the Proposer. Tentative commitments will be given no consideration. For example, phrases such as “we may” or “we are considering” will be given no consideration in the evaluation process since they do not indicate a firm commitment.

1.8 IMPROPER CONDUCT

1.8.1 Prohibited Activities

The Department will immediately disqualify the Proposer and may sue the Proposer for damages, if the Proposer, or anyone representing the Proposer, commits prohibited activities.

Prohibited activities include offers of or giving any advantage, gratuity, bonus, discount, bribe or loan of any sort to employees of the Department, including agents or anyone representing the Department at any time during the Two-phase selection process.

The Proposer committing prohibited activities shall forfeit its Proposal Bond and shall not be entitled to any payment of a stipend.

1.8.2 Conflict of Interest

The Proposer is responsible for complying with the Conflicts of Interest Policy set forth in ITP Appendix F, Part 2 109.12 Ethics Standards and Conflicts Of Interest, and all applicable State and Federal laws concerning conflicts of interest including, but not limited to, the requirements of 23 C.F.R 636.116 and New Jersey Conflicts of Interest Law N.J.S.A. 52:13D-12 and including a full disclosure of all potential Conflicts of Interest in their Proposal. In addition, any firm that is rendered ineligible through any State or Federal action is ineligible to participate on any Design-Build team.

Proposers are required to disclose known or potential conflicts of interest in their Statement of Qualifications. See ITP Appendix A for a listing of firms that have been identified as having conflicts of interest that prevent their consideration for the pending Project.

By submitting its Proposal, each Proposer agrees that, if a Conflict of Interest is thereafter discovered, the Proposer shall make an immediate and full written disclosure to the Department that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. The Department can, at its sole discretion, cancel the Design-build contract if a Conflict of Interest is determined to exist. The Department may terminate the Contract for default if the Proposer was aware of a Conflict of Interest prior to the award of the Contract and did not disclose the conflict to the Department after award of the Contract.

1.9 DBE/ESBE/SBE UTILIZATION

This solicitation is subject to civil rights contract provisions and corresponding requirements concerning the utilization of Disadvantaged Business Enterprises (DBE), or Small Business Enterprises (SBE) as noted in the Request for Proposals. All federal DBE or state SBE compliance requirements are applicable to this solicitation in accordance with the funding source. The NJDOT Emerging Small Business Enterprise (ESBE) Program will also be applied as appropriate on federally funded contracts/agreements.

The overall DBE/ESBE/SBE participation goal for the Contract is described in Part 8 Appendix A Attachment 1.

On contracts having a DBE goal, only certified DBEs may be used to satisfy the DBE goal.

On contracts having a ESBE goal, either certified DBEs or ESBEs may be used to satisfy the ESBE goal.

On contracts having a SBE goal, only current registered SBE may be used to satisfy the SBE goal.

A directory of certified Disadvantaged Small Businesses Enterprise firms can be found in the New Jersey Unified Certification Program Vendor Certification database, online at <https://njucp.dbesystem.com/>.

A directory of certified Emerging Small Business Enterprise firms can be found in the Emerging Small Business Program online directory at <http://www.state.nj.us/transportation/business/civilrights/pdf/ESBEDirectory.pdf>.

A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp

All of the above directories are to be used as a source of information only and does not relieve the proposer of their responsibility to seek out Enterprises not listed, prior to proposing.

See Part 2 102.13.01, 105.02.05 and 107.03 for further details regarding civil rights requirements, including good faith efforts after contract award.

The Proposer shall submit an Open-Ended Performance Plan with its Administrative Proposal, in accordance with ITP Appendix B. The plan must provide participation information to the fullest extent possible including participation milestones.

1.10 LANGUAGE REQUIREMENT

Proposers shall prepare correspondence regarding the RFQ, the RFP, the Proposal and Design-build contract in the English language. Proposers shall prepare and submit an English translation of any original documents, required for the Proposal, that are in any other language. The English translation shall take precedence in the event of conflict with the original language.

1.11 RESOURCE AVAILABILITY

The Department is concerned that the resources planned to be used on the Contract (if Awarded to the Proposer), in terms of people, equipment, material and supplies, be available.. Accordingly, Proposers shall include an affirmative commitment, within the Proposal, to provide all Key members for the periods necessary to fulfill their responsibilities, and to provide all personnel, equipment, materials and supplies necessary to meet the Design-build contract requirements (Form CR, ITP Appendix E).

1.12 CONFIDENTIALITY

The issuance by the Department of any RFP Documents, or drafts thereof, to a Proposer shall be subject to such Proposer executing and delivering a confidentiality and non-disclosure agreement in prescribed form to the Department.

1.13 INSURANCE

Refer to Part 2 107.11.02 for information regarding general insurance requirements. Refer to Part 2 152.03 for information regarding railroad and pollution insurance requirements. Insurance certificates shall be submitted prior to Contract execution.

1.14 QUALITY CONTROL (QC)

The Contract Documents place a significant responsibility on the Design-builder for the quality of the Project. The Design-builder will be performing quality management activities under a definition of QC that encompasses traditional quality control performed by the Department.

The Design-builder will have responsibility for the quality of the Work conducted and materials utilized under the Contract. Proposers are to be thoroughly knowledgeable with the quality requirements of the Contract and the role and responsibility of the Design-builder prior to preparing their Technical Proposals and Price Bid, and if selected, execution of their responsibilities within the Project's Quality Control Program.

The Design-builder will be required to plan, implement, and provide a Quality Control Plan for both design and construction.

The Design-builder's Quality Control Plan must follow the requirements of the Contract Documents. In addition, the Design-builder's Quality Control Plan shall follow the Design and Construction Quality Control Plan Format provided in the RFP. The Department will review and

approve the Design-builder's Quality Control Plan to assure that it meets the guidelines and minimum requirements established by the Department. The Design-builder shall maintain ownership of the Plan, shall be fully responsible for its execution, and shall maintain sole responsibility for the quality of the Work. The Department's construction acceptance procedure will be consistent with the Specifications..

The Design-builder will be required to have, as part of the Design-build team, a Quality Manager who will be responsible for the oversight of the preparation of the Quality Control Plan, and direct supervision of the implementation of the Quality Control Plan, and for ensuring its compliance for both design and construction. This individual shall be a direct report to senior management of the Design-builder and will not directly report to the Design-builder's Project Manager.

For design, the Quality Manager shall ensure that the design firm on the Design-build team implements the quality control procedures required in the Design-Builder's Quality Control Plan for design activities.

For construction, the Design-builder will be required to have, as part of the Design-build team, a Professional Engineering Firm to perform Construction Inspection, and an AASHTO accredited Materials Testing Firm or Laboratory to sample and test materials as required in the Quality Control Plan and/or as required by the Project specifications. The Professional Engineering Firm performing Construction Inspection and the Materials Testing Firm or Laboratory may be the same company or separate companies, but in either case, the Professional Engineering Firm performing Construction Inspection and the Materials Testing Firm or Laboratory must be independent of the designer(s), constructor(s) and any of the Principal Participants or any party with an equity interest, that are included in the Proposer's proposed Design-build team. In addition, the Professional Engineering Firm performing Construction Inspection and the Materials Testing Firm or Laboratory shall not be an equity participant on the Design-build team.

The Professional Engineering Firm performing Construction Inspection will be required to inspect all construction operations and perform construction quality control of the Design-builder for conformance to the Design-build plans, specifications, the Quality Control Plan and the Contract requirements. They will also act as a field review component during construction as plans are being developed to ensure that the plans and specifications the designer is providing are constructible for the conditions found in the field. The Professional Engineering Firm's inspection, measurement, and testing activities must adhere to, and be in accordance with the requirements set forth in NJDOT policies, manuals, specifications, the Contract documents, and the Quality Control Plan.

Unless otherwise modified in the RFP, the Department will furnish at its own expense, off-site Agency Acceptance (AA) or Independent Assurance (IA), including, inspections and testing of steel, cement, asphalt, concrete and asphalt aggregates, concrete sewer and drainage pipe, and such other materials as are customarily tested by Department forces or by separate contracts. Those items that will be tested by the Department will be described in the RFP.

The Materials Testing Firm or Laboratory shall report to and support the Construction Inspection Professional Engineering Firm.

The Construction Inspection Professional Engineering Firm shall report to the Design-build Quality Manager and shall coordinate with the Department's Quality Assurance Engineer.

The Professional Engineering Firm providing construction inspection will enforce the specifications and identify in a timely manner local conditions, methods of construction, errors on the plans, or defects in the work or materials which would conflict with the quality of work required, or compromise the successful completion of the Project.

All records must be kept in accordance with the Specifications. The Construction Inspection Professional Engineering Firm must take all measurements and collect all other pertinent information necessary to prepare a project diary describing the progress of the work, specific problems encountered, daily inspection reports, survey notes, photographic and video records of various phases of construction, and other pertinent data, records and reports which may be required by the Contract. The Construction Inspection Professional Engineering Firm will be required to prepare the above-mentioned project diary and daily inspection reports using the NJDOT < AASHTOWare Site Manager software>. Access to < AASHTOWare Site Manager software > will be provided by the Department.

The Department will establish and maintain its own Quality Assurance organization and/or utilize an independent organization to conduct Quality Assurance sampling and testing on material testing, oversee and/or perform quality audits, in-depth inspections of the Design-builder's management, design, construction and any other Project activities, the Design-builder's Quality Control procedures and verify the quality of the final product. The Department may utilize independent Consultants to perform design and/or construction Quality Assurance of the Design-builder's Work.

If the Department advertises design and/or construction quality assurance services separate from this Design-Build contract, a Firm may be included in proposals for this Design-build procurement and submit proposals for the quality assurance contracts. However, any Firm that is on the selected Design-build Team will automatically be removed from consideration for the separate quality assurance contracts.

No Work shall begin nor shall payments be made before the Design-builder's Quality Control Plan is approved by the Department.

See Part 3, Sections 4, 5 and 6 for terms and conditions regarding the requirements, responsibilities and roles relating to QA/QC.

1.15 CHANGES TO THE PROPOSER'S ORGANIZATION

In order for a Proposer to remain qualified to submit a Proposal, unless otherwise approved in writing by the Department, the Proposer's organization, including Principal Participants and Key

team member identified in the Proposer's SOQ, must remain intact for the duration of the procurement process and the subsequent Design-Build contract.

Proposers shall be aware that the Key Personnel positions identified in the RFQ are also included in the RFP. The scores of those Key Personnel that were included in the Proposer's Statement of Qualifications (SOQ) will be retained and used in the evaluation of the Proposer's Proposal. If a Proposer changes any of the Key Personnel that were submitted as part of their SOQ, the score given to those Key Personnel positions in the Proposer's Proposal will be the same as the score given to those same Key Personnel positions in the SOQ. It is imperative that the Key Personnel identified during the Procurement period remain intact for the duration of the Design-build project until Project Completion.

1.15.1 During the Proposal Period

Substitutions for a Principal Participant or a Key Team member cannot be made without NJDOT approval. Should it become necessary to replace a Principal Participant or a Key Team member during the Proposal period, the Design-builder must provide a replacement for the organization with equal or better skills and qualifications. In addition, during the Proposal period, requests for changes to the Proposer's organization must be made using Form RFC. For changes of Key Personnel, Proposers shall also submit a completed Form R – Summary of Individual's Experience and the information required in the RFQ for that Key team member position, including a narrative (max one page) justifying why the proposed Key team member change is being requested. The request for Principal Participant or Key team member change shall be submitted to the Department's Contact no later than the date shown in ITP Appendix A. Requests by Proposers for changes in any Principal Participant will be particularly scrutinized. In any event, the Proposer shall promptly notify the Department's Contact if any Key team member leaves the Proposer's team.

To request the Department's approval for a change to the organization, the Proposer shall submit with its request, that information required for a Principal Participant in the RFQ, including legal and financial data as well as the information for quality evaluation. If a request is made to allow deletion or replacement of a Principal Participant, the Proposer shall submit such information as may be required by the Department to demonstrate that the changed team meets the criteria stated in the RFQ (pass/fail criteria and quality criteria). The Department shall have sole discretion to grant or withhold approval of any requested change. If the requested change is approved by the Department, then a copy of the approved Form RFC must be included in the Proposal, Volume 1, Section 3.

1.15.2 During the Term of the Design-Build Contract

Substitutions for Principal Participants or Key Personnel cannot be made without NJDOT approval. Should it become necessary to replace a Principal Participant or Key Team member during the term of the Design-build contract, the Design-builder must provide a replacement for the organization with equal or better skills and qualifications. In addition, during the term of the Design-build contract, requests for Key Personnel changes must be made using Form RFC, and

shall be submitted along with a completed Form R – Summary of Individual’s Experience and the information required in the RFQ and/or RFP for that Key Personnel position, including a narrative (max one page) justifying why the proposed Key Personnel change is being requested. Substitute Key Personnel cannot start work on the Design-build project until approved by NJDOT. In any event, the Design-builder shall promptly notify the Department’s Project Manager if any Key team member leaves the Design-build team.

1.16 PROJECT LABOR AGREEMENT

See ITP Appendix A for information regarding a Project Labor Agreement for this Project.

1.17 PREVAILING WAGE RATES

All workers shall be paid the prevailing wage rates as specified in the Contract. See Part 8 Special Provisions.

2 PROCUREMENT PROCESS

2.1 METHOD OF PROCUREMENT

This RFP is issued pursuant to the Department’s authority under the Design-Build Act and in compliance with requirements applicable to federal-aid design-build contracts under 23 C.F.R Part 636. The Design-Build Act authorizes the Department and other specified authorized state entities to use design-build contracts for capital projects related to the State’s physical infrastructure, subject to the requirements set forth in the Design-Build Act.

The Department intends to award the Design-build contract to the Proposer that submits the Proposal that is determined to offer the Best Value to the State and the Department based upon a combination of price and qualitative considerations, such that the successful Proposer is the one whose price bid and technical proposals, together, are most advantageous to the Department.

The procurement process includes two phases:

- A. Phase One: Request For Qualifications - determination of a Shortlist of Proposers; and
- B. Phase Two: Request For Proposals - selection of Design-builder from Proposers included on Shortlist that submitted Proposals.

Evaluation of Proposals will be based on information submitted in the Proposals or otherwise available to the Department, and will involve both pass/fail factors and an evaluation of quality and price factors, as further detailed below and in the ITP Appendices B, C and D.

2.2 RECEIPT OF RFP DOCUMENTS

The RFP and other information may be obtained by Proposers who have been notified of their inclusion on the Shortlist from the person identified as the Department's Contact in the ITP Appendix A.

2.2.1 Department's Contact

The Department's Contact for this Procurement is described in ITP Appendix A.

2.2.2 Rules of Contact

The following rules of contact shall apply during the Design-build contract procurement process, which began upon issuance of the RFQ for the Design-build project and will be completed with the execution of the Design-build contract. Contact includes face-to-face, telephone calls, e-mail or formal written communication.

The specific rules are as follows:

- A. Proposers are advised that communication on procurements can be made only with the Department's Contact. The Department's Contact shall be the Department's single contact and source of information for this procurement,
- B. After the Shortlist is announced, neither a Proposer nor any of its team members may communicate with another Proposer or members of another Proposer's team with regard to the Design-build project or the Proposals. However, subject to the limitations in the ITP Section 1.8.3, a Proposer may communicate with a subcontractor that is on both its team and another Proposer's team, provided that each Proposer has obtained a written certification from the proposed subcontractor that it will not act as a conduit of information between the teams. Proposers shall provide the Department's Contact with all written certifications received from its subcontractors,
- C. Contact between each Proposer and the Department shall be through only the Department's Contact and that Proposer's Representative (see ITP Section 2.2.3),
- D. The Department's Contact will contact a Proposer through the Proposer's Representative (see ITP Section 2.2.3), in writing or by e-mail,
- E. Communications between a Proposer and the Department's team of staff and consultants is allowed during any joint, Proposer-Department meetings organized by the Department,
- F. Neither a Proposer nor its agents may contact employees of the Department or consultants under contract with the Department for this Design-build project, including staff members, members of any Proposal evaluation committee and any other person who will evaluate Proposals, regarding the Design-build project, except through the process identified above,

- G. Any contact by a Proposer determined to be improper may result in disqualification of the Proposer and result in any other remedy under any applicable law
- H. The Department will not be responsible for, or bound by: (1) any oral communication, or (2) any other information or contact that occurs outside the official communication process identified herein, unless confirmed in writing by the Department's Contact,
- I. Neither a Proposer nor its agents may contact any Federal or State official, or stakeholder staff regarding the Design-builder project. Stakeholder staff includes employees of:
 - a. FHWA; and
 - b. State and Federal agencies engaged in the Design-build project or otherwise having jurisdiction over the Design-build project.

2.2.3 Proposer's Representative

The Proposer's Representative shall be the Proposer's point of contact for communication between the Department's Contact and the Proposer. Unless notified otherwise by a Proposer, the Department shall assume that the Proposer's Representative is the person so identified in the Proposer's SOQ. Using Form C, a Proposer shall immediately notify the Department of any changes in the Proposer's Representative or in the contact details for the Proposer's Representative, including the contact address for any notices or communications to be sent to the Proposer by the Department. Failure by a Proposer to provide such information in writing may result in the Proposer failing to receive important communications from the Department, for which the Department shall not be responsible.

2.3 ADDENDA AND RESPONSES TO QUESTIONS

2.3.1 Addenda

The Department may at any time modify conditions or requirements of this RFP by issuance of an Addendum. The Department will post Addenda on BidExpress website. Addenda will not be e-mailed or sent directly to the Proposer. Proposers must check BidExpress website regularly for updates to the RFP. The Proposal shall include written acknowledgement of receipt of all RFP addenda (Form AR; ITP Appendix E). The Department will not be bound by, and the Proposer shall not rely on, any oral communication or representation regarding the RFP Documents, or any written communication except to the extent that it is an Addendum to this RFP and is not superseded by a later Addendum to this RFP.

2.3.2 Correspondence and Information

No correspondence or information from the Department or anyone representing the Department, regarding the RFP, or the Proposal process in general shall be applicable unless it is in compliance with the ITP Section 2.2.

2.3.3 Questions and Responses to Questions

Each Proposer is responsible for reviewing the RFP prior to the dates identified for submission of inquiries in the ITP Appendix A and for requesting clarification or interpretation of any discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that the Proposer otherwise fails to understand. The responses will not be considered part of the Design-build contract but may be relevant in resolving any ambiguities in the Design-build contract. Inquiries resulting in any modifications to the RFP will be documented in Addenda.

The Department will consider questions regarding the RFP, including requests for clarification and requests to correct errors, only if submitted in writing via e-mail by a Proposer. The Department will issue an addendum postponing the proposals due date if warranted. All questions and requests must be e-mailed to the Department's Contact. Include the following with each inquiry:

1. Name of the Proposer.
2. Telephone number, fax number, email address, and contact person.
3. Specifics of the inquiry, including anticipated results.
4. Note if Proposer considers question "Confidential"

All questions and requests must be received by the Department's Contact no later than 12:00 p.m. Eastern Time on the date identified in the ITP Appendix A. No questions and requests will be considered unless delivered as required. The text in questions shall not include any information identifying the Proposer or any of its team members.

All responses will be in writing and will be disseminated by posting on BidExpress website. Responses will not indicate which Proposer raised particular questions. It is anticipated that multiple sets of responses will be issued. The last response will be issued no later than the date identified in the ITP Appendix A.

The Department will not consider any correspondence delivered in any way except as defined above, except when the Department may engage in one-on-one meetings with Proposers, as the Department deems necessary.

Proposers may submit questions marked "Confidential". Before providing a response, the Department will determine whether or not the question contains proprietary information. Should the Department determine that the question does not contain proprietary information, the Proposer who submitted the question will be notified that the question is not considered "Confidential". The Proposer will then have the opportunity to withdraw the question or request that the Department provide a response to the question in which case the question and response will be provided to all Proposers. If the Department determines that the question does contain proprietary information, then the Department will provide a response only to the Proposer who submitted the question.

2.4 ONE-ON-ONE MEETINGS

Refer to ITP Appendix A for details on any One-on-One meetings the Department may convene during the Design-build project's Proposal period.

2.5 FREEDOM OF INFORMATION LEGISLATION

2.5.1 Open Public Records Act (OPRA)

Pursuant to the Design-Build Act which contemplates OPRA (N.J.S.A. 47:1A-1 to -13), this procurement is subject to laws and regulations under OPRA as well as requirements specified in the Department's Standard Specifications for Road and Bridge Construction – 2019 as amended by Part 2 Division 100 General Provisions.

2.5.2 Freedom of Information Act (FOIA)

FOIA applies to agencies and departments of the Executive Branch of the US Government, including FHWA. FOIA establishes a presumption that records in the possession of such agencies and departments are available to the public, subject to certain exemptions. FHWA has adopted a policy of clear presumption of disclosure on all FOIA requests. Therefore, all records in the possession of FHWA pertaining to this procurement may be disclosed under FOIA, except to the extent specifically exempted from disclosure under FOIA, which exemptions include trade secrets and commercial or financial information obtained from a person that is privileged or confidential. To the extent such information of the Design-builder is included in the executed Design-build contract or otherwise provided to FHWA or other federal agency or department pursuant to this procurement, and the Design-Builder wishes to protect it from disclosure, the Design-Builder shall clearly mark such records "Exempt from Disclosure under FOIA."

2.6 PROPOSAL STIPEND

The Department has decided that the payment of Stipends, under certain conditions, is proper as a part of this Design-build project.

Only Proposers that submit Proposals that:

- A. achieve a "pass" rating on all Pass/Fail Evaluation Factors;
- B. meet or exceed the minimum qualifying quality-based evaluation threshold of 60 points as required in the RFP; and
- C. are not selected by the Department

shall be eligible to be paid a Stipend within approximately 120 days after the execution of the Design-build Contract or the rejection of all Proposals. Proposers that do not meet the above criteria shall have no claim to a Stipend or compensation in any form based upon any legal or equitable theory. The Proposer awarded the Design-build contract will not be eligible to receive a Stipend.

All Proposers must execute the Stipend Agreement no later than 20 days after the Proposal Due Date. Extensions may be granted at the sole discretion of the Department. Any Proposer that fails to execute the Stipend Agreement and provide the Department with the documents required by Article 2 of the Stipend Agreement no later than 20 days after the Proposal Due Date, will forfeit all rights to receipt of a Stipend.

No Proposer will be eligible for payment of any Stipend Amount if the Proposer has withdrawn their proposal, filed an unsuccessful protest of the procurement process, award, or cancellation of the procurement. In addition, as a condition of accepting payment of any Stipend Amount, the Proposer shall agree to not file any protest of the procurement process, award, or cancellation of the procurement after accepting payment of the Stipend.

If the Department does not award a Design-build contract in connection to any of the Proposals, the Department may award the Stipend to each Proposer that agrees to the terms of the Stipend Agreement.

The Proposal Stipend amount for the Project is described in ITP Appendix A.

If, for any reason, the Department suspends or cancels the procurement process for this Design-build Project prior to the due date for proposals, the Department, in its sole discretion, may elect to pay Stipends that the Department deems, in its sole discretion, appropriate under the circumstances. Proposer must comply with the terms and conditions of the Stipend Agreement, this provision does not contemplate or establish the basis for quantum meruit payments to Proposer.

All of the Proposer's team members and subcontractors shall be bound by the same provisions of the Stipend Agreement as the Proposer. All agreements between the Proposer, Proposer's team members, and/or subcontractors shall include provisions effectuating this term, and all such agreements shall be subject to review by NJDOT.

This Section 2.6 is not a part of the Stipend Agreement, and has no effect on the terms therein. The terms of the final Stipend Agreement executed by the Proposer and the Department may be modified via Addenda from the Stipend Agreement included in ITP Appendix E. Note that Form SA is NOT to be submitted with the Proposer's Proposal. It is included in Appendix E for informational purpose only.

2.7 ESCROWED BID DOCUMENTS

As a condition of the award of the Design-build contract, the successful Proposer must agree to escrow all bid documents in accordance with Part 2 103.05 Escrow of Bid Documents.

2.8 GENERAL SUBMITTAL REQUIREMENTS

The Proposal shall be submitted via BidExpress website in accordance with the requirements identified in this ITP. The electronic copy received by BidExpress website shall serve as the official time-stamp document.

The Proposal shall be submitted in accordance with the ITP and the following requirements:

- A. The Department Project Number, Contract ID, and the fact that this is a Proposal for the Design-build project shall be clearly shown on the cover. The name and address of the Proposer shall be clearly marked,
- B. Volume 1 of the Proposal (the Administrative Submittal) shall be clearly marked as detailed in the ITP Appendix B. Volume 2 of the Proposal (the Technical Proposal) shall be clearly marked as detailed in the ITP Appendix C. Volume 3 of the Proposal (the Price Bid) shall be clearly marked as detailed in the ITP Appendix D,
- C. Where certified copies are required, the Proposer shall stamp the document or cover with the words "Certified True Copy" and have the stamp over signed by the Proposer's Representative, and
- D. The Form PP (ITP Appendix E) shall be signed by the Proposer and by all joint venture members or general partners of the Proposer, if it is a joint venture or partnership. If any signatures are provided by an attorney-in-fact, the original or a certified copy of the power of attorney shall be provided, together with evidence of authorization by the governing body of the organization granting the power of attorney.

2.9 WITHDRAWALS AND LATE SUBMITTALS

2.9.1 Modification or Withdrawal of a Proposal

Refer to Part 2 102.11 for requirements related to the Modification or Withdrawal of a Proposal.

2.10 FORFEITURE OF PROPOSAL BOND

Each Proposer further understands and agrees that if it should refuse or be unable to enter into the Design-build contract as provided herein; should refuse or be unable to furnish adequate and acceptable Payment, and Performance Bonds as provided herein; should refuse or be unable to furnish adequate and acceptable insurance, as provided herein; or should refuse or be unable to furnish any commitments made in its Proposal, it may forfeit its Proposal Bond and will not be entitled to payment of the proposal stipend.

2.11 EXAMINATION OF RFP DOCUMENTS AND WORK SITE

The Proposer is expected to carefully examine the Site(s) of the proposed Work , BidExpress website, all reference documents and the RFP Documents before submitting a Proposal. As specified in Part 2 102.04, the Design-builder shall provide written notice to the Department's Project Manager, as specified in the Part 8 Special Provisions, at least 48 hours in advance of any visits to the Project Limits. The fact that the Department has furnished information does not abrogate the Proposer's responsibility for further verifications and inquiries as are necessary. The submission of a Proposal shall be considered prima facie evidence that the Proposer has made such examination and is satisfied:

- A. As to the conditions to be encountered in performing the Work, as observable from a site inspection prior to the Proposal Due Date or if not satisfied, proceeding without further investigation (if none has been performed by the Design-builder) or as provided in the Contract Documents

3 ALTERNATIVE TECHNICAL CONCEPTS (ATCS)

Refer to ITP Appendix A for details on the submission of any Alternative Technical Concepts, if applicable, for this Design-build project.

4 PROPOSAL REQUIREMENTS

4.1 COMPLIANT PROPOSAL

The Proposer shall submit a Proposal that provides all the information required by this ITP and in accordance with the minimum requirements contained in the RFP, including the ITP Appendices. If the Proposal does not fully comply with the instructions and rules contained in the ITP, including the ITP Appendices, it may be deemed non-responsive and therefore unacceptable.

Each Proposal must be submitted in the official format defined by the Department as detailed in this ITP and its Appendices. Multiple or alternate proposals shall not be submitted.

Proposals may be considered unacceptable for any of the following reasons:

- A. If the Proposal is submitted on a format other than that furnished or identified by the Department; if it is not properly signed;
- B. If the Proposal is illegible or contains any omission, erasures, alterations, or items not called for in the RFP or contains unauthorized additions, conditional or alternate Proposals, or other irregularities of any kind; if the Department determines that such irregularities make the Proposal incomplete, indefinite, or ambiguous as to its meaning;

- C. If the Proposer adds any provisions reserving the right to accept or reject an award or to enter into a Design-build contract following award;
- D. If the Proposer attempts to limit or modify the bonds, if the Proposal Bond (ITP Appendix E) is not provided, and/or requested information deemed material by the Department is not provided;
- E. If the Proposer is in arrears in the payment of any obligation due and owing the State, including payment of taxes and employee benefits; and
- F. Any other reason the Department determines the Proposal to be non-compliant.

4.2 LEGAL AUTHORITY

4.2.1 Licensing Requirements

Refer to ITP Appendix B, Section 2.2.6 for Licensing Requirements.

4.3 CURRENCY

The pricing information shall be priced in U.S. dollars (\$) currency only.

4.4 PROPOSAL BOND

4.4.1 Proposal Bond

Refer to RFP, Part 2 102.09 for requirements related to the Proposal Bond.

4.4.2 Rights Reserved

Each Proposer understands and agrees, by submitting its Proposal, that the Department reserves the right to reject any or all Proposals, or part of any Proposal, and that the Proposal may not be withdrawn for a period of 120 days subsequent to the Proposal Due Date, without the written consent of the Department.

Each Proposer further understands and agrees that if it should withdraw any part or all of its Proposal within 120 days after the Proposal Due Date without the consent of the Department, should refuse or be unable to enter into the Design-build contract, as provided under the ITP Section 4.4, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided herein, or refuse or be unable to furnish the Proposal Information (ITP Appendices B and C), all required Pricing Information (ITP Appendix D), and will not be entitled to payment of the proposal stipend.

The Proposer understands that any material alteration of documents identified in this ITP Section 4.4 or any of the material contained on the Proposal Bond (ITP Appendix E), other than that requested, will render the Proposal non-responsive and non-compliant.

4.5 SIGNATURES REQUIRED

The Price Bid Cover Sheet (Form PP, ITP Appendix E) shall be signed by the Proposer, (i.e., all joint venture members or general partners, if the Proposer is a joint venture or partnership). If any signatures are provided pursuant to a power of attorney, the original or a scanned certified copy of the power of attorney shall be provided, together with evidence of authorization.

4.6 NUMBER OF COPIES

4.6.1 Due Date and Time

All Proposals must be submitted on the date and time specified in Appendix A.

4.6.2 Electronic Copy of Proposal

Proposers shall submit the full Proposal in electronic format via BidExpress. A separate file shall be used for the submission of each volume of the Proposal.

- Volume 1 (see ITP Appendix B),
- Volume 2 (see ITP Appendix C),
- Volume 2, Attachment A Design Drawings (see ITP Appendix C); and
- Volume 3 (see ITP Appendix D) shall be provided.

Submitted electronic files shall be, as appropriate, either:

- A. In searchable portable document format (pdf); or
- B. In spreadsheet format as defined herein. No file protection or password protection shall be applied to file contents.

For each file and for each folder/sub-folder (if used) submitted by the Proposer on BidExpress, the relevant volume, section, part and/or appendix of the Proposal shall be clearly communicated via the filenames and (if used) the folder/sub-folder names adopted by the Proposer.

5 PRE-PROPOSAL MEETINGS

5.1 INFORMATIONAL MEETINGS

- A. The Department may hold joint informational meetings with all Proposers at any time prior to the Proposal Due Date; and

- B. The Department may hold informational meetings with individual Proposers at any time prior to the Proposal Due Date. If individual informational meetings are offered to one or more Proposers, they will be offered to all Proposers.

5.2 ATTENDEES

If any informational meeting is held, the Proposer will be expected to attend with appropriate members of its proposed Key Personnel, and if required by the Department, senior representatives of the proposed Design-build Contractor, the proposed Designer, the proposed Construction Inspection Firm and the proposed Materials and Testing Firm or Laboratory.

5.3 QUESTIONS AND RESPONSES

If any individual informational meeting is held, a question asked by any Proposer where a response is expected, will be recorded and the question and response will be provided in writing to all Proposers via BidExpress website.

6 CONTRACT AWARD AND EXECUTION

6.1 CONTRACT AWARD

Unless all Proposals are rejected or this procurement is cancelled, the Design-build contract shall be awarded to the responsive Proposer offering a fully compliant Proposal that provides the Best Value to the Department taking into consideration the quality and price factors discussed in this ITP.

Within 5 days after the selected Proposer is notified it has been selected as best value Proposal, the selected Proposer shall:

- A. Notify the Department in writing of the name and address of its agent for service of legal process for this Design-build project. The Proposer shall not change that authorized agent without prior written notice to the Department; and
- B. Provide the Department, in writing, the Proposer's Federal Internal Revenue Service Employer Identification Number.

Following selection of the Best Value Proposal the Department will deliver the Contract Documents to the Selected Proposer for execution. Within 5 days of receipt of said execution documents, the selected Proposer shall deliver to the Department the following:

- A. The executed Design-build contract, together with evidence (if not previously provided) as to the authority, power, and capacity of said individuals to bind the Proposer to the Contract. If the selected Proposer is a joint venture, the Design-build contract must be executed by all joint venture members,
- B. Required Payment and Performance Bonds,

- C. Insurance certificates (see Insurance Requirements, Worker's Compensation, and Disability Benefits, and
- D. Any other documents or requirements reasonably requested by the Department in connection with the finalization of the Design-build contract.

Failure to comply with the above requirements is a default and may result in forfeiture of the Proposal Bond.

6.2 EXECUTION OF CONTRACT

In case of failure or refusal on the part of the successful Proposer to deliver the duly executed Design-build contract and other information discussed in RFP, Part 2 103.04 to the Department within the 5 days period herein mentioned, the amount of the Performance Bond and Payment Bond may be forfeited and paid to the Department.

The selected Proposer shall have the right to withdraw the Proposal without penalty if the Department fails to return a fully executed Design-build contract to the Proposer on or before the later of:

- A. 60 days following receipt of the signed Design-build contract from the successful Proposer, Payment and Performance Bonds and other required documents, or
- B. 120 days following the Proposal Due Date.

If the selected Proposer fails to execute and deliver the Design-build contract or the selected Proposer withdraws its acceptance of the Design Build Contract, award of the Design-build contract may be made to the Proposer whose Proposal was the next Best value to the Department, taking into consideration the quality and price factors, or the Project may be re-advertised , as the Department may decide.

The Design-build contract will not be effective until the Design-build contract has been fully executed and delivered by all of the parties thereto.

6.3 OBLIGATION TO AWARD

The Department shall be under no obligation to award the Design-build contract to:

- A. The Proposer submitting the lowest priced Proposal; or
- B. Any Proposer, which has been included on the Shortlist, or
- C. To award the Design-build contract at all.

7 PROPOSAL EVALUATIONS

The Department has determined that award of the Design-build contract based on a determination of the Proposal that offers the Best Value to the Department, taking into consideration the quality and price factors discussed herein, provides the best opportunity to obtain the right Design-builder to assure a successful Project.

Each Proposal will be evaluated on the pass/fail and quality evaluation factors identified herein. In order to be considered for award of the Design-build contract, the Proposal must receive a “pass” rating on all pass/fail factors.

The committees appointed by the Department will determine the pass/fail status and overall quality rating of each Proposal before the Price Bids are opened and evaluated. The quality score and pricing score based on the information contained in the Price Bids and will be combined and a recommendation to the Design-Builder Selection Committee will be prepared indicating which Proposal represents the “best value” to the Department. The Commissioner, or the Commissioner’s designee, will then assess the Recommendation and make a final determination as to which Proposal offers the “best value” to the Department, considering the quality and price factors set forth in the ITP.

The “best value” determination shall be based on the following:

- A. Proposal Price, which shall be x% (shall be a minimum of 50%) of the overall score; and
- B. Quality Evaluation, which shall be x% of the overall score

The Department reserves the right to reject any or all Proposals, to waive technicalities, or to advertise for new Proposals, if in the judgment of the Department the best interests of the State of New Jersey will be promoted thereby.

7.1 EVALUATION FACTORS AND CRITERIA

The factors identified in the ITP Section 7.1.1.1 through 7.1.1.4 will be evaluated on a “pass/fail” basis. The factors identified in the ITP Appendix A will be rated on how well the Proposer has met or exceeded the requirements. Price will be evaluated as defined in the ITP Section 7.1.3.

A Proposer must receive a “Pass” on all “Pass/Fail” evaluation factors listed in the ITP Section 7.1.1.1 through 7.1.1.4 for the Proposal to be further evaluated and rated based on the quality evaluation factors identified in the ITP Appendix A and the price factors identified in the ITP Section 7.1.3.

7.1.1 “Pass/Fail” Evaluation Factors

Each Proposal must achieve a rating of “Pass” on all “Pass/Fail” evaluation factors listed in ITP Sections 7.1.1.1 through 7.1.1.4 in order for the Proposal to be eligible for award. Failure to

achieve a “Pass” rating on any “Pass/Fail” factor will result in the Proposal being declared unacceptable and the Proposer being disqualified.

7.1.1.1 Legal “Pass/Fail” Factors

The Legal “Pass/Fail requirements are as follows:

- A. Provision of evidence that the persons proposed to carry out engineering, design and surveying within the State hold appropriate licenses or that they have the capability to obtain licensure prior to execution of Contract;
- B. Provision of all other required forms and documents, properly completed and signed (if required) (see ITP Appendix B) that do not identify any material adverse information;
- C. The organizational documents shall show that the Proposer has legal capacity to undertake design and construction of the Design-build project, shall include appropriate provisions for management and decision-making and a statement affirming that, if selected for contract award, in the event of bankruptcy or withdrawal by any member of the Design-builder, the Proposer will substitute a firm with equivalent or better qualifications to complete the project. Any such substitution must first be approved by the Department before the substitute firm commences work on the project; and
- D. Compliance with any other legal requirements as identified in the ITP Appendix B.

7.1.1.2 Financial “Pass/Fail” Factors

The financial “pass/fail” requirements are as follows:

- A. Provision of all other required forms and documents, properly completed and signed (if required), and compliance with any other financial requirements, as identified in ITP Appendix B.

7.1.1.3 Administrative “Pass/Fail” Factors

The administrative “pass/fail” requirements are the following:

- A. Provision of all required forms included in ITP Appendix E, properly completed and signed (if required);
- B. Confirmation that the Principal Participants and Key Personnel listed in the Proposer’s SOQ have either not changed since submission of the SOQ, or that the Proposer has previously advised the Department of a change and received the Department’s written consent (an approved Form RFC) thereto;

- C. Provision of all information required in ITP Appendices B and C in the manner, format, and detail required, without alteration of the forms except as expressly permitted by the instructions; and
- D. No member of the Proposer's team appears on the list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" as described in ITP Section 7.1.5 and "Prohibition on Dealings with Russia or Belarus-Associated Businesses" in ITP Section 7.1.6.

7.1.1.4 DBE/ESBE/SBE Compliance "Pass/Fail" Factors

The DBE/ESBE/SBE Compliance "pass/fail" requirements are the following:

The Proposer has demonstrated commitments and/or met minimum proposed participation that meets or exceeds the goal(s) listed in Part 8 Special Provisions Appendix A Attachment 1 or demonstrates adequate good faith efforts to meet the goal in its Open-Ended Performance Plan (OEPP).

7.1.2 Quality Evaluation Factors

The quality evaluation factors are listed in ITP Appendix A.

The quality evaluation factors and subfactors listed in ITP Appendix A will be evaluated and rated using the evaluation guidelines defined in the ITP Appendix A with special attention given to the desired quality expressed in the statement of each factor and/or subfactor.

The Quality Evaluation Factor and Subfactor weighting is described in ITP, Appendix A.

The ITP Appendix A describes the expectations of the Department with regard to quality of Work to be performed and the related information to be submitted in the Technical Proposals. Along with the Project goals and objectives (see ITP Section 1.3), these goals and objectives will guide the Department's evaluation of the factors and subfactors.

7.1.3 Price

The Price Bid shall be complete, and fully conform to the requirements of the RFP; shall not be unbalanced relative to the scope of the Work; and shall not contain inaccurate, incomplete, and/or unreasonable prices on Form SP (Schedule of Prices; see ITP Appendix E). A price bid will be considered to be unbalanced if it is unreasonably front-loaded and/or the amounts shown in Form SP do not reflect reasonable actual costs plus a reasonable proportionate share of the Proposer's anticipated profit, overhead costs, and other indirect costs which are anticipated for the performance of the items in question. See also Part 2 Section 102.15 for further information regarding submission of unbalanced price bid.

The Proposer shall submit its Pricing Information in accordance with the ITP Appendix D. The total price shown in the Pricing Information for the Design-build project shall be the Contract Price,

as agreed to by the Department, less the unused portion of the lump sum price for the Design-build – Extra Work (unique identifier) if the Contract is Awarded.

Specific information to be submitted is identified in the ITP Appendix D.

Each Proposal shall specify the sum for which the Work will be performed according to the RFP. The Department reserves the right to reject any Proposal in which any of the prices are significantly unbalanced to the potential detriment of the Department.

The Department may determine that the Price Bid is non-responsive if the Department determines, in its sole discretion, that the Price Bid does not provide all information in conformance with the RFP.

The Price Score shall be determined by dividing the Low-Price Bid by each Proposal's Price using a X point scale (Low Price Bid/ Proposer's Price Bid) multiplied by X.

7.1.4 Foreign Materials and Equipment

Provisions as set forth in Part 2 Section 106.03 apply.

7.1.5 Disclosure of Investment Activities in Iran

As noted in RFP, Part 2 102.13.01C, on the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to N.J.S.A. 52:32-58, that neither the Proposer, nor one of its parents, subsidiaries, and affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Proposer is unable to certify, the Proposer shall provide a detailed and precise description of such activities to the Department.

Form DC-16 is provided in Appendix E.

7.1.6 Prohibition on Dealings with Russia or Belarus-Associated Businesses

Pursuant to the "Prohibition on Dealings with Russia or Belarus-associated Businesses", P.L. 2022, c.3, the Design-Build project is subject to the "Prohibition on Dealings with Russia or Belarus-associated Businesses" policies, as well as requirements associated with "Prohibition on Dealings with Russia or Belarus-associated Businesses".

Forms to be completed and submitted to the Department by the Proposer, regarding the "Prohibition on Dealings with Russia or Belarus-associated Businesses", are provided in Appendix E.

7.2 EVALUATION GUIDELINES

7.2.1 Quality Evaluation Factors

The Quality evaluation factors and the overall Technical Proposal will be rated by a numerical method.

7.2.2 Communications

The Department, through its Contact, may engage in communications with the Proposers, through their designated representatives, after receipt of Proposals, allowing Proposers to provide clarifications to their Proposals if the Department elects to proceed with discussions and a request for revised Proposals. This process will be initiated by an e-mail request from the Department to the Proposer identifying the information needed and a date and time by which the information must be provided. The Proposer shall provide the requested information in writing by the date and time indicated. If the requested information is not received timely, the Proposer's ratings may be adversely affected and/or the Proposal may be declared unacceptable.

7.3 BEST VALUE SELECTION

The Department has determined that award of the Design-build project, based on a Best Value selection, provides the best opportunity to obtain the right Design-builder to assure a successful Design-build project. The time frame to complete the Design-build project and the importance of quality in the completed Design-build project resulted in the necessity to place the maximum possible flexibility in the hands of the Design-builder to plan, design, construct and control the Project. Although price is an important factor, time and quality are also major factors in determining the Design-build project's success. The Department's procedures for the evaluation and selection of Proposals were designed to provide a comprehensive evaluation of quality, that when combined with price, will result in the selection of the appropriate Design-Builder.

The Department will rate the Proposals for pass/fail and quality. The Department will perform an evaluation of factors (including subfactors) and price with the overall quality rating and price having the relative importance defined in the ITP Section 7.0. Based on the professional judgment of the Technical Review Committee, the Department will select the responsive Proposer providing a fully compliant Proposal that represents the Best Value to the Department.

In determining the Best Value selection, the Department will evaluate the factors and subfactors and assign an overall quality rating for each Proposer using the guidelines in the ITP Appendix A. The Department will also determine whether the Price Bids are responsive.

The Department will not award the Design-build contract to any Proposer that:

- A. Receives a "fail" rating on any pass/fail factor or subfactor (ITP Sections 7.1.1.1 through 7.1.1.5), or
- B. The Department determines the Proposer has submitted a Non-responsive Price Bid, or

- C. Has not complied with DBE/ESBE/SBE requirements (see ITP Section 1.9), or
- D. Receives a total quality points score less than X.

7.4 POST SELECTION MEETINGS

The Department may meet with the selected Proposer prior to Award at any time after selection.

8 PROTESTS

This ITP Section 8.0 sets forth the Protest remedies available with respect to this RFP.

8.1 WRITTEN PROTESTS ONLY

All protests must be in writing. Protests shall be submitted to the Department Contact noted in Appendix A.

Any Protest not set forth in writing within the time limits identified in these procedures is null and void and shall not be considered. Protests regarding this RFP shall be filed only after the Proposer has informally discussed the nature and basis of the protest with the Department, through the Department's Contact, in an effort to reach resolution.

8.2 PROTEST CONTENTS

All Protests must include the following:

- A. The name and address of the Proposer,
- B. The Contract number,
- C. A detailed statement of the nature of the Protest and the grounds on which the Protest is made. The protestor must demonstrate or establish a clear violation of a specific law, regulation, or procedure,
- D. All factual and legal documentation in sufficient detail to establish the merits of the Protest. Evidentiary statements must be provided under penalty of perjury, and
- E. A summary of the remedy being requested.

The Department will not be obligated to suspend or postpone the procurement in any manner during the Protest.

The Department shall not be liable for payment of the protestor's costs, including, but not limited to, legal and consultant fees and costs.

8.3 TIME FOR FILING

8.3.1 Protests Filed Before the Proposal Due Date

A Protest based on alleged improprieties in the solicitation shall be filed before said Proposal Due Date. A Protest based on alleged improprieties arising from modifications to the original solicitation shall be filed not later than the next closing date for receipt of Proposals following the modification.

8.3.2 Protests Filed After Selection of Best Value Proposal

A debriefing will be made available to any Proposer that submitted a Proposal in response to this RFP. The Department will make every effort to ensure that debriefings are sent out within seven (7) business days of the Department's posting of the best value selection. An unsuccessful Proposer may not file a protest until after the debriefing is received. The Protest shall be filed no later than four (4) business days after the debriefing is received.

8.4 PROTEST DISCUSSIONS

The Protest Official may, in his/her discretion, discuss the Protest with the protestor prior to issuance of the Protest Official's written decision. The protestor shall have the burden of proving its Protest by clear and convincing evidence. No hearing will be held on the Protest, but it shall be decided, on the basis of the written submissions, by the Protest Official or his/her designee, whose decision shall be final and conclusive. The Protest Official or his/her designee shall issue a written decision regarding any Protest.

8.5 IRREVOCABILITY OF PROPOSALS PENDING RESOLUTION OF PROTEST

All Proposals shall be irrevocable until final administrative and judicial disposition of a Protest.

9 THE DEPARTMENT'S RIGHTS AND DISCLAIMERS

9.1 THE DEPARTMENT'S RIGHTS

The Department may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the Work described in this RFP. Without limiting any other right expressly reserved by the Department, the Department reserves the right, in its sole and absolute discretion, to:

- A. Reject any or all Proposals,
- B. Issue a new RFP,
- C. Cancel, modify or withdraw the entire RFP,

- D. Issue addenda to this RFP,
- E. Modify the RFP process (with appropriate notice to Proposers),
- F. Appoint the Design-Builder Selection Committee, Technical review committee and evaluation teams to review Proposals,
- G. Seek the assistance of outside technical experts and consultants in Proposal evaluation,
- H. Use proposal information provided through site visits, management interviews, and the State's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the Department's request for clarifying information in the course of evaluation and/or selection under the Request For Proposals (RFPs),
- I. Approve or disapprove the use of particular subcontractors and/or substitutions and/or changes in a Proposer's organization,
- J. Revise and modify, at any time before the Proposal Due Date, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. The Department will post any such revisions or modifications on BidExpress website. The Department may extend the Proposal Due Date if such changes are deemed by the Department, in its sole discretion, to be material and substantive,
- K. Prior to the Proposal Due Date, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available, or to direct Proposers to submit proposal modifications addressing subsequent RFP addenda,
- L. Hold meetings and communicate with the Proposers responding to this RFP to seek an improved understanding and evaluation of the Proposals. If meetings are held, all Proposers that submitted a responsive Proposal shall be afforded an opportunity to participate in a meeting,
- M. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals,
- N. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposer's proposal and/or to determine a Proposer's compliance with the requirements of the solicitation,
- O. Offer a Proposer the opportunity to clarify its Proposal, including the opportunity to identify a guarantor and provide financial information for such entity,

- P. Waive weaknesses, informalities and minor irregularities in Proposals, and seek and receive clarifications to a Proposal,
- Q. Waive any requirements that are not material,
- R. Hold discussions and/or request revisions to Proposals,
- S. Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of the Request For Proposals,
- T. Make an award under the RFPs in whole or in part,
- U. Hold the Proposals under consideration for a maximum of 120 days after the Proposal Due Date until the final Award is made; and/or
- V. Refuse to consider a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
1. Failure on the part of a Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts with the Department or other State agency,
 2. Default on the part of a Principal Participant or Design professional under previous contracts with the Department or other State agency,
 3. Documented unsatisfactory performance of previous work by the Proposer, a Principal Participant and/or Design professional under previous contracts with the Department or other State agency,
 4. Issuance of a notice of debarment or suspension to the Proposer, a Principal Participant and/or Design professional,
 5. Submittal by the Proposer of more than one Proposal in response to this RFP under the Proposer's own name or under a different name,
 6. Existence of an organizational conflict of interest, or evidence of collusion between a Proposer (or any Principal Participant or Design professional) and other Proposer(s) (or Principal Participants or Design professional) in the preparation of a, proposal or bid for any Department design or construction project,
 7. Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or a Principal Participant is responsible, which in the judgment

of the Department might reasonably be expected to hinder or prevent the prompt completion of additional work if awarded,

8. Failure to have a current Vendor Responsibility Questionnaire on file with the Department,
9. Any other reason affecting the Proposer's ability to perform, or record of business integrity, and/or
10. The Proposer is not otherwise qualified and eligible to receive an award of the Design-build contract under applicable laws and regulations.

9.2 BEST AND FINAL OFFERS

The Department reserves the right, at its discretion, to request Best and Final Offers (BAFOs) from all Proposers that are determined to be susceptible for Design-build contract Award. Proposers should not assume that the Department will in fact request Best and Final Offers.

9.3 THE DEPARTMENT DISCLAIMERS

This RFP does not commit the Department to enter into a Design-build contract, nor does it obligate the Department to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of a Design-build contract. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs.

The execution and performance of a Design-build contract pursuant to this RFP is contingent upon sufficient appropriations and authorizations being made by the Legislature of New Jersey, or the Congress of the United States if federal funds are involved, for performance of a Design-build contract between the successful Proposer and the Department.

In no event shall the Department be bound by, or liable for, any obligations with respect to the Work or the Design-build project until such time (if at all) as the Design-build contract, in form and substance satisfactory to the Department, has been executed and authorized by the Department and, then, only to the extent set forth therein.

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

New Jersey
Department of Transportation



<PROJECT TITLE>

<UNIQUE IDENTIFIER>

<CONTRACT NUMBER>

**CONTRACT DOCUMENTS
REQUEST FOR PROPOSALS
INSTRUCTIONS TO PROPOSERS (ITP)**

**APPENDIX A PROJECT
INFORMATION**

DRAFT <DATE>

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APPENDIX A TO INSTRUCTIONS TO PROPOSERS (ITP)

1 DESCRIPTION OF THE PROJECT

The Design-build Project involves Design-Build services for the <PROJECT TITLE>, CONTRACT <XXX> (the “Project”). The Project is located in <Municipality, County, State>.

The Project will consist of the <Brief description of the scope of work represented in Major Components below>.

It is anticipated the Project will include the Work outlined below:

- A) X
- B) X
- C) X
- D) X

2 PROJECT GOALS

The Department’s goals and objectives for the Project are to:

- A) Ensure a long-service life for all Project elements to satisfy long term preservation goals;
- B) Ensure the safety of the traveling public;
- C) Maximize the impact of the public investment project by:
 - 1) Providing cost-effective solutions that maximizes value over the life of the bridges and roadway;
 - 2) Sequencing construction to minimize effects on vehicular traffic operations;
 - 3) Sequencing construction to minimize effects to adjacent railroad operations;
 - 4) Reducing future maintenance requirements;
 - 5) Minimizing effects on residential neighborhoods and business communities; and
 - 6) Minimizing impacts on the environment.
- D) Deliver the Project safely, on schedule and within budget.
- E) Ensure coordination with utility owners, third parties, the surrounding residential community, Project stakeholders and any adjacent construction projects.
- F) Ensure the Project is compliant with the project’s environmental commitments and conditions.
- G) Provide best value to the Department.

3 PROJECT LABOR AGREEMENT

A Project Labor Agreement (PLA) is anticipated for this project. The agreement to be entered into between the Design-builder and appropriate trade unions will be prepared and provided to the Proposers at a later date.

Any provision in the RFP inconsistent with the provisions of an approved PLA shall be superseded by the PLA to the greatest extent permitted by federal or state law.

4 REFERENCE DOCUMENTS

Reference documents include, but are not limited to the following documents:

1. Preliminary Engineering Report (select portions)
2. As-Builts, or Record Plans
3. Geotechnical Info
4. CAD Files
5. Bridge Inspection Reports

5 PROCUREMENT SCHEDULE

5.1 PRELIMINARY PROCUREMENT SCHEDULE

The Department anticipates the following procurement schedule for the Design-build contract:

Table ITP Appendix A-Preliminary Procurement Schedule

Activity	Date
Draft RFP Informational Meeting	
Final RFP to Shortlisted Firms	
Date Proposers may start submitting ATCs for review	
Proposal period one-on-one meetings with all Proposers.	
Final date for Proposers to submit new ATC's for review	
Final date for requests for changes to Proposer's organization and personnel	
Final date for Proposers to submit revised ATCs for final review	
Final date for Department's responses to new ATCs submitted for review	
Final date for Department's responses to revised ATCs submitted for review	
Final date for receipt of Proposer questions	
Final date for Proposers to respond to conditional approval of ATC's	

New Jersey Department of Transportation

Activity	Date
Issue Date for Final Addendum and/or answers to Proposer questions	
Proposal Due	
Post Proposal meetings (if required)	
Selection of Best Value	
Limited Negotiations (if required)	
Contract Award	
Notice to Proceed	

All dates set forth in the preceding table, Preliminary Procurement Schedule, reflect the best available information as of the date of this ITP. The Department can change one or more of the dates at its sole discretion. The Department will issue an Addendum, of any changes to the dates provided in the Preliminary Procurement Schedule.

5.2 PROPOSAL DUE DATE

The completed Proposal shall be submitted to the Department no later than 3:00 PM ET on the date specified in Section 5.1 (the "Proposal Due Date"). See ITP Section 4.6.2 for additional information regarding electronic submission requirements.

6 CONFLICT OF INTEREST

Conflict of Interest is the condition whereby a firm is currently or has previously provided services related to this Design-build project that provides an advantage to a Proposer.

Due to a conflict of interest based on services currently or previously provided that are related to this Design-build project, Proposers shall not include the services of the following firm(s):

1. X
2. X
3. X

Proposers utilizing firm(s) identified above will be disqualified from participating in this Project.

7 PARTICIPATION GOALS

Refer to Part 8, Appendix A Attachment 1 of the RFP.

8 DEPARTMENT'S CONTACT

The Department's Contact for this procurement is:

New Jersey Department of Transportation
Bureau of Professional/Construction Services (BPCS)

Attention: X

Email: dot.dbpd@dot.nj.gov

The above-named organization, as the Department's Contact for this procurement, shall be the Department's single point of contact and source of information for this procurement.

9 ONE-ON-ONE MEETINGS

Prior to and after submission of Proposals, the Department can conduct One-on-One meetings with Proposers. If One-on-One meetings are held, they will be offered to each Proposer. The Department reserves the right to disclose to all Proposers any issues raised during One-on-One meetings. The Department will not disclose to other Proposers any information pertaining to an individual Proposer's technical concepts, Proposal or ATCs. The Department will hold One-on-One meetings on matters it deems appropriate.

9.1 MEETINGS DURING THE PROPOSAL PERIOD

If the Department decides that One-on-One meetings should be held, they will be held between the Department and each Proposer. The period indicated in this ITP Appendix A for these meetings is subject to change. Specific meeting dates will be confirmed in advance of each meeting by the Department to each Proposer's Representative.

At least 5 working days prior to the first scheduled meeting each Proposer shall submit suggested agenda items for each One-on-One meeting to the Department's Designated Representative. The Department will advise the Proposer of the location, final agenda, and the protocol for the meeting at least 2 working days before the meeting. ATCs can be discussed at One-on-One meetings.

Each Proposer can request One-on-One meeting(s) with the Department to discuss general concepts for potential ATCs or obtain preliminary feedback from the Department. ATC discussions shall be conducted prior to the ATC submittal deadline (see ITP Appendix A). Should a One-on-One meeting be scheduled with a Proposer, the Department will offer the opportunity for a One-on-One meeting with the other Proposers. The Department can also schedule One-on-One meetings with any Proposer that has submitted ATC(s), to allow the Department to fully understand the ATC(s) and to request clarifications. At any meeting, the Department can seek clarifications regarding previously submitted ATCs.

If a Proposer requests additional meetings, or if the Department considers it desirable or necessary to schedule additional meetings, the Department can, in their discretion, schedule any such additional meetings.

The Department can, in its sole discretion, issue one or more Addenda to address any issues raised in the One-on-One meetings.

9.2 POST-PROPOSAL MEETINGS

The Department has determined the need for post-Proposal presentations. Presentations should include concepts, content and detailed explanations from the written proposal for the categories below to demonstrate the plan for a successful project. Proposers shall not modify their Proposals or make additional commitments regarding Proposals at such meetings.

Proposers shall limit attendance to X team members. Proposers shall focus on the technical/qualification aspects of their proposal and may discuss the benefits of the approved ATCs, if applicable.

Proposers shall be limited to the use of a PowerPoint presentation, which will become part of the procurement record. Proposers shall prioritize and develop a presentation to highlight those elements of their approach which offer particular value to the Department. Proposers will be allowed X minutes to present the concepts, content and detailed explanations from the written Proposal. Proposers will be required to respond to questions for a period of X minutes following the X-minute presentation.

Proposers shall not use the One-On-One Meetings to:

1. Provide a comprehensive report on the Proposal,
2. Mention the Price Bid or introduce technical content that is not included in the submitted Proposal, and
3. Modify their Proposal or make additional commitments regarding Proposals.

The Proposer shall submit the PowerPoint presentation to the Department no less than 7 days prior to the scheduled presentation for a conformance review by the Department. The Proposer will be notified at least 2 days prior to the scheduled time of presentation of any material removed from the PowerPoint, by the Department, determined not to be in conformance with the Proposal.

The following list includes recommended topics of discussion and the presenter for these topics. This list is not inclusive, and Proposers can discuss other relevant topics in their presentation.

Topics	Presenter
a. Proposal Overview	Project Manager
b. Project Understanding	Project Manager
c. Design Solutions	Design Manager/ Lead Structural Engineer
d. Construction Approach / WZTC (Means and Methods)	Project Superintendent
e. Project Schedule	Project Manager

Proposers shall not provide or distribute handouts or other materials at the One-On-One Meetings.

The Department reserves the right to enter into discussions and request revised proposals from the selected Proposer. The Department anticipates engaging in limited negotiations with the selected Proposer prior to Contract award regarding such matters as are deemed advisable for negotiations by the Department, as permitted by 23 CFR Section 636.513. The selected Proposer shall have no right to open negotiations on any matter that has not been raised by the Department. See ITP Section 5.3.

9.3 STATEMENTS AT MEETINGS

Neither the ITP nor any other part of the RFP shall assume to be modified based on statements or discussions at One-On-One Meetings. Revisions to the RFP, based on One-On-One Meetings, shall be formally documented by the Department in an Addendum issued pursuant to ITP Section 2.3.1 or, in the case of an ATC, approved in writing in accordance with ITP Section A11.1.

10 PROPOSAL STIPEND

Subject to the requirements and limitations set forth in the Stipend Agreement, the Department shall pay to the Proposer (unsuccessful Proposer), and the Proposer agrees to accept as full compensation, an amount (the “Stipend Amount”) equal to 50% of the Proposer’s total Qualified Costs, as substantiated in accordance with Article 2 (D) & (E) of the Stipend Agreement, not to exceed the amount listed in Article 2 (H) of the Stipend Agreement.

11 ALTERNATIVE TECHNICAL CONCEPTS (ATCs)

The Department will use the confidential ATC process set forth in this ITP Appendix A, Section 11 to invite innovation and flexibility to be incorporated into the Proposals, following formal approval of the ATC, ultimately, to obtain the Best Value for the public.

Approved ATCs shall be considered in making the Best Value selection and is a means to avoid potential delays and conflicts in the design associated with deferring technical concept reviews to the post-award period.

The ATC process allows a Proposer to submit to the Department, for pre-approval on a confidential basis, proposed alternatives to the requirements of Contract Documents, Part 3 – Project Requirements, and design solutions included in the Contract Documents. The Department will not approve an ATC that entails a deviation from the requirements of the as-issued Contract Documents unless the Department determines, in its sole discretion, that the proposed Work, based on the deviation, is equal to or better than the Work absent the deviation.

A Proposer’s ATC can be included in the Proposer’s Proposal following approval of the ATC by the Department. If an ATC is conditionally approved by the Department, the Proposer must

respond, accept, and meet the conditions set forth by the Department, by the date indicated in the ITP Appendix A, if the Proposer intends to use the ATC in their Proposal.

11.1 SUBMITTAL AND REVIEW OF ATCs

A Proposer shall submit ATCs to the Department for review and response until the date identified in ITP Appendix A. All ATCs shall be submitted in writing, using Form ATC included in ITP Appendix E – Forms, to the Department via BidExpress. The ATC shall include a cover letter clearly identifying the submittal as a request for review of an ATC under this ITP. The Department will not review an ATC submittal if the Proposer does not clearly designate the submittal as an ATC for the Design-build project. The Proposer shall provide the appropriate sequential ATC submission number, from Form ATC, on all communications regarding a specific ATC.

The Department will review each ATC that is submitted in accordance with the requirements of this ITP and will provide a response to the Proposer within 14 days of receiving the ATC. Proposers submitting multiple ATCs shall indicate an order of priority to assist the Department in determining which ATCs should be reviewed first.

The Department will provide a response informing the Proposer that its ATC is approved where an ATC is found to meet or exceed the Design-build project requirements.

The Department will submit written questions to the Proposer and/or request a One-on-One Meeting as described in ITP Appendix A, Section 9 if the Department needs more information to determine if the ATC will be approved, conditionally approved, or not approved.

The Proposer may re-submit an ATC for one additional review if an ATC is not approved or is conditionally approved and the Proposer is of the view that the non-approval or the conditions for approval were due to an incorrect conclusion on the part of the Department. If an ATC is resubmitted, the Proposer shall submit the revised ATC:

1. To the Department via BidExpress,
2. Prior to the final date for revised ATC submittals set forth in ITP Appendix A,
3. To include a cover letter clearly identifying such submission as a revised ATC submitted for an additional review, and
4. To include an explanation as to the reason the Proposer believes the previously submitted and evaluated ATC is to be reconsidered for approval or to have the previously conditions re-evaluated.

The Department will conduct its additional review of the revised ATC upon receipt of the request for additional review in accordance with this Section, and will provide a response to the Proposer by e-mail no later than the date for such responses set forth in ITP Appendix A.

The Proposer shall advise the Department in its revised ATC submittal if it believes a One-on-One Meeting is appropriate. The Department will determine, at its sole discretion, whether a One-on-One Meeting will be held and will advise the Proposer in accordance with Section 9 of this Appendix A.

The Department will return its approval, non-approval, conditional approval, or additional questions pertaining to any specific ATC no later than 14 days after receipt of that ATC, up to the final response date as shown in the schedule in ITP Appendix A5.1. Proposers shall comply with the submission deadlines specified in Appendix A5.1 for all new and/or revised ATCs. The Department will not accept any new or revised ATCs, or responses to conditional approvals, received after their respective submission deadlines.

11.2 CONTENT OF ATC SUBMITTALS

The Proposer shall prepare each ATC submittal to include the following:

1. **Description:** A detailed description and schematic drawings/details (Sketched on 8½" x 11" paper) of the configuration of the ATC;
2. **Usage:** Where and how the ATC would be used on the Project;
3. **Deviations:** References to any requirements of the RFP Documents or to any elements of the project documents that are inconsistent with the proposed ATC, an explanation of the nature of the proposed deviation and a request for:
 - a. approval of such deviations; or
 - b. a determination that the ATC is consistent with applicable requirements.
4. **Analysis:** A technical analysis justifying use of the ATC, the benefits to be provided by the ATC with respect to the Project goals and why the deviations from the requirements of the RFP Documents should be allowed;
5. **Impacts:** Discussion of potential impacts of the ATCs on the community due to the construction, environmental impacts (favorable and unfavorable) identified in appropriate environmental documents, safety and project life-cycle;
6. **Environmental Approvals:** A discussion of what, if any, changes in the compliance terms, best management practices and avoidance measures identified in any EIS or any Environmental Approval would be required as a result of the ATC. A discussion of whether the ATC would require any deviation from the terms and conditions of any permit or of any anticipated or existing Environmental Approval or new Environmental Approval and, if so, an analysis of the steps required, costs involved and time that would be required to obtain,

and the likelihood of success in obtaining, the required approval from the appropriate Governmental Agencies, as well as an analysis of all potential impacts on the Project;

7. **History:** A detailed description of other projects where the ATC has been used under comparable circumstances, if any; the success of such usage; and names, email addresses and contact telephone numbers of project owners that can confirm such statements;
8. **Risks:** A description of any added or reduced risks to the Department, patrons and other persons associated with implementing the ATC;
9. **Schedule:** An estimate of the impact of the ATC upon the Contract duration and schedule, including the Proposer's estimate of the likely durations for any permits and consents necessary for the ATC;
10. **Price:** An estimate of the impact (savings) of the ATC on the Proposal Price;
11. **ROW Requirements:** Confirm that the proposed ATC has no impacts on the existing and proposed ROW requirements; and
12. **One-on-One Meeting:** A statement as to whether, in the Proposer's view, a one-on-one meeting with the Department would be appropriate to discuss the ATC.

The Proposer shall label all revised ATCs with an ATC #, REV #. in the ATC No. box on Form ATC: A revision date shall also be added to the Date box on Form ATC. The Proposer shall highlight all revisions in the submittal form and any attached supporting drawings/sketches to facilitate a more efficient review.

11.3 SUBMISSION OF ATC SUBMITTALS

The Proposer shall submit each ATC to the Department via BidExpress on Form ATC in searchable portable document format (pdf). Any subsequent communications about an ATC should quote the relevant sequential ATC submission number.

11.4 DETERMINATION BY THE DEPARTMENT

The Department will make one of the following determinations with respect to each ATC submitted in accordance with Design-build project Appendix A:

1. The ATC is approved; or
2. The ATC is not approved; or
3. The ATC is conditionally approved subject to specified conditions; or

4. The submittal does not qualify as an ATC but it may be included in the Proposal.

An approval of an ATC by the Department will constitute a change in the specific requirements of the RFP to the extent:

1. As specified in the approved ATC; and
2. The Proposer is awarded the Design-build contract.

Should the Design-builder be unable to obtain required approvals and permits for any ATC incorporated into the Contract documents, or if the concept otherwise proves to be infeasible, the Design-builder will be required to conform to the original requirements of the Contract documents. See Contract Documents RFP Part 2 104.04.

Each Proposer, by submittal of its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers, and waives any right to object to the Department's determinations regarding an ATC.

11.5 INCORPORATION INTO PROPOSAL

A Proposer may incorporate none or one or more approved ATCs into its Proposal, including conditionally approved ATCs, provided that all conditions to approval have been satisfied by the date indicated in ITP Appendix A. The Proposer shall include copies of the Department's ATC approval letters, along with the approved ATC, for each ATC incorporated in the Proposal as specified in Appendix C. The Department will evaluate Proposals, with or without ATCs, against the same Proposal evaluation factors.

The Proposer's Price Bid, Organization and Process, Approach to the Project, Schedule and other components of the Proposal shall reflect incorporated ATCs. The Proposer's Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFP documents except for incorporating approved ATCs or conditionally approved ATC. The Department can reject a Proposal that incorporates a rejected ATC, an unapproved ATC or conditions of an ATC that were rejected by the Department.

11.6 CONFIDENTIALITY

Subject to Section 6.3 of the ITP, the Department will consider ATCs submitted in accordance with Appendix A and all subsequent communications regarding ATCs as confidential, with respect to the Proposer submitting the ATC, during the procurement period.

The Proposer shall notify the Department in writing of an intent to make an announcement or disclosure to third parties concerning an ATC. Notification to the Department shall include details as to date of the announcement or disclosure and participants who shall receive the announcement or disclosure. The Proposer must obtain the Department's approval prior to announcing or disclosing information concerning an ATC to third parties.

The forgoing shall not preclude the Department from modifying the RFP Documents as necessary to comply with applicable law or to account for information obtained by the Department outside of the ATC.

12 QUALITY EVALUATION FACTORS, SUBFACTORS AND WEIGHTING

12.1 QUALITY EVALUATION FACTORS AND SUBFACTORS

The quality evaluation factors and subfactors are as follows:

- A) Design-Build Organization and Process
 - 1. Key Personnel:
 - a. Project Manager;
 - b. Design Manager;
 - c. Quality Manager;
 - d. Resident Engineer;
 - e. Lead Structural Engineer;
 - f. Lead Civil Engineer;
 - g. Lead Geotechnical Engineer;
 - h. Project Superintendent.
 - 2. Overall Design-Build Team Organization
 - a. Design-Build Team Organization Chart
 - b. Design-Build Team Communication Protocol
 - c. Design-Build Quality Control Plan
- B) Design-Build Approach to the Project (Technical Solutions)
 - 1. Project Understanding
 - 2. Design Solutions
 - a. Structures
 - b. Minimizing Railroad Impacts
 - c. Minimizing utility Impacts

3. Construction Approach (Means and Methods)

C) Schedule;

1. Initial Baseline Progress Schedule

2. Project Completion / Interim Milestones (Form SCD)

12.1.1 Design-Build Organization and Process

The Department's evaluation of the Design-Build Organization and Process section of the Proposal will focus on the Proposer's:

1. Formation of a team of Key personnel that function within the Proposers' proposed organization structure, with the same understanding of the function and need for consistency;
2. Organization structure, which is to be presented in an organization chart format;
3. Communication and processes for the Proposer's proposed organization, which shall be illustrated in a communication protocol graphic and described in a narrative format, and
4. Initial quality control plan, which will be further developed and updated as described in Part 3, Section 2 and throughout the Project as a living document.

The Department will evaluate the communications and processes narrative based on how the Proposer:

1. Is organized to integrate quality, safety, design and construction to achieve the Design-build project's goals,
2. Will communicate with the Department's Project Manager, Construction Quality Assurance Engineer, the Design Quality Assurance Engineer and their staff on project-related issues,
3. Will integrate design and construction Work to achieve an efficient progression of the Work,
4. Will control and monitor the progress of the Work and the means for reporting project status to the Department, and
5. Will progress the Work in coordination with other agencies, municipalities and third parties.

See ITP Appendix C for additional and more specific details regarding this Proposal evaluation factor and the specific information to be submitted for the Proposal evaluation factor.

12.1.1.1 Key Personnel:

The Department's evaluation of the Key Personnel section of the Proposal will focus on the qualifications and experience of the Proposer's proposed Key Personnel, their role in the Design-build project, the relationship of the various roles within the organization structure and the lines of communications among the Key Personnel. The scores of those Key Personnel that were included in the Proposer's Statement of Qualifications (SOQ) will be retained and used in the evaluation of the Proposer's Proposal.

The Design-build project requires a highly qualified and integrated team of personnel with expertise in projects of a similar nature to this Project and a record of producing quality work, including project management delivery. The Project requires a team having experience in delivering quality projects, preferably Design-Build projects, on or ahead of schedule and on or under budget.

The Department's evaluation of Key Personnel is to identify Proposers that have assigned personnel that can complete the Contract to the highest degree of quality, in a timely and effective manner through their experience and expertise on projects of a similar nature to this Project.

The Department's evaluation of Key Personnel will also include their experience in being integrated into a Design-build team, having successfully performed their role within a Design-build organization structure, and demonstrated the ability to communicate and coordinate with the Department in a cooperative and functional manner.

Key Personnel shall have experience on projects of a similar size, type of work, and complexity as this Project, and should meet the qualifications described in Part 3, Project Requirements, Section 3.

Proposed staff with qualifications less than those described Part 3, Project Requirements, Section 3 will receive a reduced score compared to staff that meet or exceed the described qualifications. Any requirements described as "shall have..." or "shall be..." are determined to be minimum response requirements.

See ITP Appendix C for additional detail regarding this Proposal evaluation factor and the specific information to be submitted as part of the Proposal.

12.1.1.2 Overall Design-Build Team Organization

1. Design-Build Team Organization Chart
2. Design-Build Team Communication Protocol

3. Design-Build Quality Control Plan

Design-Build Team Organization Chart - The Proposer's Design-Build Team Organization Chart shall include all Key Personnel identified under the Key Personnel Section 12.1. The Organizational Chart shall include the Design/Construction/Inspection/Quality Control/Quality Assurance and Materials Testing components of the Proposer's proposed Design-Build team and how they are integrated into the Design-Build team structure. The Design-builder may include an additional narrative piece as specified in ITP Appendix C and Table C.

Design-Build Team Communication Protocol – The Proposer's proposed Design-Build team communication protocol shall utilize the same Design-Build Team Organization Chart described above, incorporating communication arrows depicting the lines of communication amongst the Design-Build Team Organization. This Communication Protocol Graphic shall also illustrate the communication between the Design-Build team and the Department and its representatives such as the Project Manager, the Design Quality Assurance Engineer, the Construction Quality Assurance Engineer, etc. The Design-Builder may include an additional narrative piece, as specified in ITP Appendix C and Table C, to supplement and provide clarification to this communication protocol.

Quality Control Plan (QCP) – The Proposer's approach to quality control for design and construction shall be described in an Initial QCP, which shall be further developed by the Design-builder as part of the Project. The QCP shall describe how the design and construction activities will be coordinated to ensure consistency and quality throughout the Project.

12.1.2 Design-Build Approach to the Project (Technical Solutions)

The purpose of this set of Proposal evaluation factors is to determine:

1. How well the Proposer understands the Project,
2. Why the Proposer's proposed design and construction solutions were selected for the Proposal and
3. How the proposed technical solutions and approach to this Project benefit the Department in meeting all the Project goals.

See ITP Appendix C for additional details regarding this Proposal evaluation factor and the specific information to be submitted for the evaluation of this Proposal evaluation factor.

Design-Build Approach to the Project consists of 3 components as discussed in Sections 12.1.2.1 through 12.1.2.3.

12.1.2.1 Project Understanding

The Proposer shall demonstrate to the Department their understanding of the management, technical, design, construction, documentation, reporting, environmental, maintenance of traffic and other issues relevant to Design-build project as well as risks associated with the Project.

The Proposer shall demonstrate to the Department their understanding of how the Design-build process and the Proposer's organization will contribute to the success of the Project. The Proposer shall demonstrate to the Department their ability to meet the Department's Project goals and understand risk sharing and the teaming relationship between the eventual Design-Builder and the Department.

12.1.2.2 Design Solutions

The Design Solutions shall demonstrate the Proposer's understanding of the design challenges associated with this Project; how the Proposer intends to comply with the design requirements, how the design solutions provides Best value selection, introduces innovation and creativity to Project challenges, meets or exceeds the Project goals and how the design solution provides a long-term solution to the Department's infrastructure needs including level of service, service life and future maintenance requirements, including but not limited to the following:

- a. Future maintenance requirements of the newly designed and constructed structure. What does the Proposer's Proposal provide beyond the basic standard specifications and criteria to ensure an increased service life for this structure/Project?
- b. Stormwater management solutions,
- c. Bearings: type, quantity, and location,
- d. Access to Structure,
- e. Substructure - The Design-Builder shall specifically discuss the Proposed substructures including foundation type, pile type, pier configuration, and abutment type. Discussion shall include approach to foundation design as well as why the selected foundation types are appropriate for the site conditions. The Design Solution shall also address long term durability and aesthetics.
- f. Superstructure - The Design-Builder shall specifically discuss the Proposed substructures
- g. Drainage and Utility Work - Proposers shall describe their approach to compliance with drainage and utility requirements

- h. Retaining Walls - – Proposers shall describe proposed retaining walls and describe how they will meet all project requirements and minimize impacts on utilities, adjacent structures and facilities. Proposers shall address service life and long-term maintenance needs for the proposed walls.
- i. Noise Barriers,
- j. Geotechnical Considerations
- k. Environmental Commitments. – Proposers shall describe how they are meeting environmental requirements of the Project including: e.g., in water work restrictions.

12.1.2.3 Construction Approach (Means and Methods)

This section is devoted to evaluating the means and methods the Proposer intends on using for the demolition and construction and staging of the Project. The Proposer shall provide the means and methods for protecting workers, patrons, the public and existing facilities as well as minimizing impacts to the traveling public, businesses, communities, and project stakeholders.

- a. How does the means and methods and construction approach provide less impact to the travelling public, the local businesses, and the community as a whole?
- b. Environmentally, how do the means and methods meet the Project Requirements, and how do they minimize the impacts to the environment? What effects have been taken to minimize noise intrusion into the surrounding community?
- c. Transportation of materials to and from the Project site shall be accomplished when and how and how does this benefit the Department and the surrounding communities?

12.1.3 Schedule

The Department will evaluate the Proposer's schedule which shall be inclusive of all Work activities to complete the project including:

1. The integrated logic and scheduling of design and construction activities,
2. The start and completion dates of all design and construction phases and Project Completion. The design and construction activities shall be detailed sufficiently to show the start and completion of all major construction activities,

3. The date(s) all traffic will be configured to the final alignment without further impact to motorists, and
4. The start and end dates of maintenance and protection of traffic activities that affect traffic patterns.

The Proposer shall submit the following items in connection with this evaluation criteria:

1. Initial Baseline Progress Schedule
2. Form SCD

12.2 QUALITY EVALUATION WEIGHTING

12.2.1 Design-Build Organization and Process (XX points)

12.2.1.1 Key Personnel (XX points):

<Typical project-specific personnel are provided as examples>

1. Project Manager,
2. Design Manager,
3. Quality Manager,
4. Resident Engineer,
5. Lead Structural Engineer,
6. Lead Civil Engineer,
7. Lead Geotechnical Engineer,
8. Project Superintendent

12.2.1.2 Overall Design-Build Team Organization (XX points)

1. Design-Build Team Organization Chart,
2. Design-Build Team Communication Protocol,
3. Design-Build Quality Control Plan

12.2.2 Design-Build Approach to the Project (Technical Solutions; XX points)

1. Project Understanding (X points)
2. Design Solutions (X points)
3. Construction Approach (Means and Methods) (X points)

12.2.3 Schedule (XX points)

1. Initial Baseline Progress Schedule (XX points);

2. Project Completion / Interim Milestones (Form SCD; XX points)

- A. Project Completion (XX points). The Proposer with the shortest duration from Notice to Proceed shall receive 10 points. Remaining Proposer's durations to receive the balance of the points, pro-rated against the shortest duration. For example, where the shortest duration is 600 days and the next shortest duration is 750 days; the shortest duration would receive 10 points and the next shortest duration would receive $600/750 \times 10 = 8$ points.
- B. Interim Completion Milestones, Table SCD – 2a (X points total). The Proposer with the shortest duration from Notice to Proceed shall receive the full points as listed below for each of the milestones. Remaining Proposer's durations to receive the balance of the points, pro-rated against the shortest duration for each milestone.
 - i. <Project-Specific MILESTONE I> (X points)
 - ii. <Project-Specific MILESTONE II> (X points)
- C. Impacts to Traffic, Table SCD - 2b (X points total). The Proposer with the lowest duration for each stage listed below, shall receive the full points as shown for each item. Remaining Proposer's durations to receive the balance of the points, pro-rated against the shortest duration for each stage.
 - a. <Project-Specific Stage> (X points)

12.3 QUALITY EVALUATIONS AND PROPOSAL FORMAT COMPLIANCE:

Proposers shall comply with all formatting requirements stated in the ITP in Appendices A, B, C, and D, including page size, section length, and font size. In addition, all Proposers shall comply with the following format requirements:

- 1. The inside and outside covers of all files, and both sides of all dividers, shall contain only text. Pictures, renderings or graphics shall not be included,
- 2. All narrative pages, resumes, Initial Management Plan components and forms shall contain text only and shall not contain pictures, renderings or graphics,
- 3. Photographs, visualizations, and/or renderings, if requested in the ITP, shall not contain any text,
- 4. All drawings submitted as part of the Proposal shall not include narratives or text other than notes or call-outs which would typically be included on design drawings, and

5. External web links are not to be included within the Proposal.

Pages within the Proposal that deviate from the formatting requirements stated in the ITP will result in a subsequent loss of points, if applicable.

Two possible examples of this are:

1. Appendix C, Table C states the Initial Baseline Progress Schedule is limited to a maximum of five pages. If a Proposer submits an Initial Baseline Progress Schedule six pages in length, the sixth page will not be considered for scoring purposes.
2. This Section states that external web links are not to be included in the Proposal. If a Proposer were to refer to a web link in their Initial Quality Control Plan, then a scoring reduction may apply.

New Jersey
Department of Transportation



<PROJECT TITLE>

<UNIQUE IDENTIFIER>

<CONTRACT NUMBER>

**CONTRACT DOCUMENTS
REQUEST FOR PROPOSALS
INSTRUCTIONS TO PROPOSERS (ITP)
APPENDIX B VOLUME 1: ADMINISTRATIVE
SUBMITTAL REQUIREMENTS**

DRAFT <DATE>

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APPENDIX B TO INSTRUCTIONS TO PROPOSERS (ITP)

1 GENERAL INSTRUCTIONS

This ITP Appendix B provides the general instructions and establishes the content and formatting requirements for the Administrative Submittal, Volume 1, of each Proposal.

Each Proposer shall submit the Administrative Submittal required pursuant to this ITP Appendix B, organized, separated and labeled in accordance with the checklist in Table B.

The administrative submittals shall be limited to the page limitations (if any) specified for that submittal in this ITP Appendix B. All the forms referenced in this ITP Appendix B are provided in ITP Appendix E unless otherwise noted. Each sheet shall be 8.5" by 11" Text shall be in a standard font, a minimum of 10 points in height, single-spaced.

Volume 1 shall consist of the following major elements:

- A. Proposer's offer, and
- B. Information, certifications and documents (including required forms)

Proposers shall complete and include in the Proposal, all Forms in the format as they are provided in the ITP. Forms are not to be altered, unless indicated on a specific Form. The Department can remove from the Proposal, any Form found to be altered before evaluating the Proposal, with a subsequent loss of points, if applicable. In addition, Proposers shall comply with the following requirements:

- A. Photographs, company logo's or external web links shall not be embedded in the Forms,
- B. All required information must be provided in the Forms,
- C. Additional lines or pages are not allowed, unless explicitly permitted on the Form,
- D. Include all footers and headers as shown on the Forms.

2 CONTENTS OF VOLUME 1 – ADMINISTRATIVE SUBMITTAL

2.1 PROPOSER'S OFFER (PRICE BID)

Proposers shall submit an offer to the Department valid for the period stated in ITP Section 2.9.1. The offer shall be executed by the Proposer or by its legally authorized representative. If the Proposer is a joint venture or a partnership, the offer shall be executed by all joint venture members or all general partners, as applicable. Upon award, the selected Proposer's Price Bid will be incorporated into the Design-build Contract as Part 9.

2.2 PROPOSER INFORMATION, CERTIFICATIONS AND DOCUMENTS

2.2.1 Proposer Information

Proposers shall submit a detailed description of the legal structure of the entity submitting the Proposal (i.e. the Proposer).

2.2.2 Changes in Proposer's Organization

Proposers shall include Form RFC in the Proposal for any change to the Proposer's organization as represented in the Proposer's Statement of Qualification (SOQ). Form RFC must be approved by the Department to be included in the Proposal. The Proposer shall attach to each Form RFC, a written description (two pages maximum) of the change(s) documented in the Form RFC approved by the Department.

2.2.3 Forms and Certificates

Proposers shall include the following Forms in their Proposal:

- A. Form AR, Acknowledgement of Receipt of RFP, Addenda and Responses to Questions;
- B. Form C, Proposer's Representative;
- C. Form CAR, Commitment to Assign Identified Resources to Project, providing a written commitment, signed by the designated Project Principal, that the resources identified in the Proposal, including Key team members and identified design staff, will be available and assigned to the Project if the Proposer is awarded the Design-build contract, to the extent such assignment remains within the control of the Proposer;
- D. Certification of Non-Suspension and Non-Debarment Form
- E. Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Form
- F. Form DC16, Disclosure of Investment Activities in Iran
- G. Form EEO, Equal Employment Opportunity Certification;
- H. Form KP, Key Team Member Information
- I. Form L-3, Authorization to Provide Professional Services in New Jersey;
- J. Form LLL, Disclosure of Lobbying Activities
- K. Form LDB, List of Proposed DBE/ESBE/SBE Firms;
- L. Form LSI, Letter of Subcontract Intent;
- M. Form RFC, Request for Change (Changes in Participants or Key team member (if approved by the Department));
- N. Form SDP, Schedule of Proposed of Proposed DBE/ESBE/SBE Participation;
- O. Form CR-272 – DBE/ESBE/SBE Regular Dealer/Supplier Verification;
- P. Form CR-274 – DBE/ESBE/SBE Trucking Verification; and
- Q. Form AAP-10 – DBE/ESBE/SBE Solicitation Log.

2.2.4 Conflict of Interest Disclosure

Proposers shall refer to ITP Appendix F, for identifying and describing any potential organizational conflicts of interest and any relevant facts concerning past, present or currently planned interests that may present an organizational conflict of interest.

2.2.5 Proposal Bond

With the proposal submission, the Proposer shall complete the electronic bond form. The Proposal Bond must be satisfactory to the Department and as described in Table B-2.3.4.1 . Form provided in Appendix E. See RFP Part 2 102.09 for additional requirements.

2.2.6 Licensing Requirements

Proposers shall comply with the following requirements and information to be provided in Section 2, Volume 1 of the Proposal (Response to RFP):

- A. Use Form L-3 (Appendix E) to submit a copy of the Certificate of Authorization to provide Engineering Services issued by the New Jersey Department of Consumer Affairs for the appropriate team members, or submit documentation on Form L-3 (Appendix E) demonstrating the ability to obtain said Certificates and licenses, in accordance with the New Jersey Department of Consumer Affairs.
- B. Key team members positions that require the possession of a New Jersey State professional engineering license ("shall have") must be supported with proof of current license. The Design-builder shall provide a copy of the current professional license of the individuals submitted to fill those key team member positions. Copies shall be supplied in Sections 2, Volume 1 of the proposal. All submitted licenses must be current.

2.2.7 Open Ended Performance Plan (OEPP)

Provide an Open-Ended Performance Plan (OEPP) that includes a narrative describing how the Proposer intends to meet the DBE/ESBE/SBE participation goal(s) on the project and the commitment to use Good Faith Effort to meet the goal. The OEPP should also detail how the plan was formulated and how it will be successfully implemented.

The narrative must include the following:

- Specifics on who is responsible for implementation and oversight of the OEPP, and what the oversight and monitoring consists of;
- The specific, detailed proactive steps the Proposer took during the procurement period to perform outreach and obtain commitments for work items;
- Details of the types of subcontracting work or services (with projected dollar amounts) that the Proposer will solicit DBE/ESBE/SBE firms to perform,
- An estimated timeframes in which actual DBE/ESBE/SBE subcontracts would be executed,
- The internal processes and reporting processes/methods to be used to successfully implement the OEPP, including meeting the contract goal and tracking progress to meet the goal, addressing underruns; good faith efforts, including responding to requests for GFE and timeframe to respond; commercially useful function; steps will take to ensure

prompt payment of firms on contract; monitoring the OEPP and addressing revisions to the OEPP.

Reasonably-close participation estimates may be developed where participation information cannot be fully-finalized at time of Proposals. While making commitments to firms for all DBE/ESBE/SBE opportunities (Form LDB Table 1) may not be practical prior to submission of the Proposal, commitments of specific work items (Form LDB Table 2) must be completed.

Documentation of DBE/ESBE/SBE participation to be included with the Proposal shall include the following:

- a) Completed Form SDP – Schedule of DBE/ESBE/SBE Participation, listing anticipated/proposed work categories that DBE/ESBE/SBE firms would perform on the contract, including percentage of such work categories for DBE/ESBE/SBE participation;
- b) Completed Form LDB – List of Proposed DBE/ESBE/SBE Firms (Tables 1 & 2); Table 1 must list all known firms the Proposer is committing to utilize on the Project.
- c) Fully completed and signed Form LSI – Letter of Subcontract Intent to demonstrate direct written confirmation from each DBE/ESBE/SBE firm of their willingness to participate on the Contract in the kind and type of work that is provided on the Proposer's Form LDB Table 1. The LSI form must be completed and signed by each known DBE/ESBE/SBE firm listed on Form LDB Table 1. The Proposer shall not complete any portion of the LSI, except where required to sign.
- d) A fully completed and signed CR-274 –DBE/ESBE/SBE Trucking Verification for each trucking firm listed on the LDB Table 1, if applicable. All supporting documentation required with the CR-274 must also be submitted with the CR-274, and, if applicable,
- f) A fully completed and signed CR-272 – DBE/ESBE Regular Dealer/Supplier Verification for each Regular Dealer/Supplier listed on Form LDB Table 1, if applicable. Completed Form LDB Table 2 – Proposed Work for DBE/ESBE/SBE Firms listing the work categories, NAICS Code(s) Work Description and minimum proposed participation for proposed work being committed to DBE/ESBE/SBE firms on the contract.
- g) Form AAP-10-DBE/ESBE/SBE Solicitation Log

Revisions to Forms SDP, LDB Table 1, LDB Table 2, CR-274, CR-272 and AAP-10 will not be accepted after proposal submission and before award of the Contract.

Failure to demonstrate a commitment to meet the established goal(s) for the contract or demonstrate adequate Good Faith Efforts will be grounds for rejection of the Proposal as non-responsive.

2.3 INFORMATION TO BE INCLUDED IN APPENDICES TO VOLUME 1

2.3.1 Evidence of Authorization

The Proposer shall submit, as an Appendix to Volume 1 of the Proposal, appropriate evidence that the Form PP has been properly executed or that the representative has bound the Proposer, so that there is a valid Proposal that the Department can accept and constitute as a binding Contract:

- A. **Corporation.** If the Proposer is a corporation, the Proposer shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation.
- B. **Partnership.** If the Proposer is a partnership, the Proposer shall provide such evidence in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner.
- C. **Joint Venture.** If the Proposer is a joint venture, the Proposer shall provide notarized powers of attorney executed by each joint venture or partnership member appointing and designating one or more individuals of the joint venture or partnership to execute the Proposal on behalf of the Proposer, and to act for and bind the Proposer in all matters relating to the Proposal. Submit evidence of Authorization of the power of attorney with respect to each joint venture member, certified by an appropriate officer of such joint venture member.
- D. **Limited Liability Company.** If the Proposer is a limited liability company, the Proposer shall provide such evidence in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information.

If a Proposer has not yet been legally formed at the time of Best Value selection by the Department, the Proposer must be legally formed before the Department will release a Notice of Award (NOA) or execute a Design-build contract with the Proposer. If the Proposer has not yet been legally formed within 7 days of designation of Best Value selection, the Department can, at its discretion, reject the Proposal and proceed to award the Design-build contract to the Proposer having the apparent next Best Value Proposal. If there is a delay, for any reason whatsoever, in the forming of the legal entity, the contract execution and the NOA will be postponed until the legal entity is fully formed. The resulting delay shall not change any of the contractual intermediate or Project completion dates, and liquidated damages will be assessed for each day the intermediate or Project completion dates are not met. The Department will have the right to reject any and all proposals.

2.3.2 Joint and Several Liability Statement

If the Proposer is a joint venture, the Proposer shall submit, as an Appendix to Volume 1 of the Proposal, evidence that each member of the joint venture shall be jointly and severally liable for any and all of the duties and obligations of the Proposer assumed under the Proposal and under any Design-build contract arising therefrom, should its Proposal be accepted by the Department. Submit evidence of authorization of the joint and several liability statement with respect to each joint venture member, certified by an appropriate officer of such joint venture member.

2.3.3 Organizational Documents

The Proposer shall submit, as an Appendix to Volume 1 of the Proposal, organizational documents in the form of scanned copies of incorporation and bylaws, the joint venture agreement*, partnership agreement, limited liability company operating agreement or equivalent organizational documents for the Proposer and each Principal Participant, which documents shall be consistent with the responsibilities to be undertaken by the Proposer and Principal Participants under the Design-build contract.

*If a joint venture has not been established with a valid Federal Employer Identification Number and Vendor ID Number, the Joint Venture agreement should contain language naming a “Designated Member” who shall receive payment of any potential stipend on behalf of the joint venture and that the Designated Member’s right to receive the stipend survives termination of the Joint Venture agreement should it be terminated prior to the payment of the stipend.

2.3.4 Financial Information

The Proposer shall submit, as an Appendix to Volume 1 of the Proposal, the following information:

- A. Financial statements, reports and other information updating the financial statements and information including financial information for any guarantors as well as the Proposer and Principal Participants. Notwithstanding the direction in ITP: Section Appendix A, Section 12.2 Quality Evaluation Weighting regarding links, this information may be submitted by providing a link to financial records filed with an administrative or regulatory entity that reside on that administrative or regulatory entity’s website, i.e., SEC/EDGAR filings. The Proposer shall otherwise submit the required information if the Department cannot access the information at the provided links.
- B. Information regarding any applicable changes relative to the Proposer’s SOQ submission in the financial condition of the Proposer,
- C. A declarative statement if the Proposer’s financial situation has not changed since the SOQ’s were submitted. Specifically, the Principal Participants shall provide letters from their chief financial officers or treasurers so certifying that the financial condition of the Proposer has not changed. However, reaffirmation from the Surety or Insurance Company is necessary if the equity participants have incurred additional liabilities, and/or taken on new responsibilities/contract.

2.3.4.1 Surety Letter(s):

The Proposer shall submit, as an Appendix to Volume 1 of the Proposal, surety letter(s) including the following information:

- A. Provide a letter from a surety or insurance company indicating that the Proposer is capable of obtaining a Proposal Bond, and Performance and Payment Bonds covering the Design-build contract,
- B. The bonding levels in Table B-2.3.4.1 below represent the minimum levels necessary to pass the Pass/Fail criteria for this Contract;

TABLE B-2.3.4.1

Proposal Bond	Payment Bond	Performance Bond
50% of Price Bid	100% of Price Bid	100% of Price Bid

- C. The letter shall state that the surety or insurance company is rated AA-/Aa3 by two nationally recognized rating agencies or at least A-VII by A.M. Best and Company, be listed on Treasury Department Circular 570;
- D. The letter shall specifically state that the surety/insurance company has evaluated the Proposer's backlog and work-in-progress in determining its bonding capacity and the letter shall expressly identify the team's amount of current backlog and utilized bonding capacity; and
- E. Letters indicating "unlimited" bonding/security capability are not acceptable.

Information shall be packaged separately for each separate equity entity with a cover sheet identifying the name of the organization, and its role in the Proposer's organization.

3 FORMAT OF VOLUME 1 – ADMINISTRATIVE PROPOSAL

The Proposer shall organize Volume 1 in the format shown in Table B, with the cover of the volume labeled as follows, including the name of the Proposer:

<PROJECT TITLE>
DESIGN-BUILDER'S PROPOSAL
VOLUME 1
ADMINISTRATIVE SUBMITTAL
PROPOSER:

The Proposer shall provide the Administrative Submittal in Volume 1 in the order set forth in Table B. Sections 1 through 3 of Volume 1, plus the Appendices A and B, shall be submitted in a package together.

TABLE B-3.0: Format of Volume 1 – Administrative Proposal

Proposal Component	Reference
Section 1	
Written Certification from the Subcontractor(s)	2.2.2.B
Section 2 – Proposer Information	
Summary of Proposer's Legal Structure (2 single sided pages)	B2.2.1
Changes in Organization (Form RFC, if applicable)	B2.2.2
Licensing Information	B2.2.6
Form L-3, Authorization to Provide Professional Services in New Jersey	B2.2.3
Section 3 – Forms, Certificates and Open-Ended Performance Plan	
Form AR, Acknowledgement of Receipt of RFP, Addenda and Responses to Questions	B2.2.3
Form C, Proposer's Representative	B2.2.3
Form CR, Commitment to Assign Identified Resources to Project	B2.2.3
Certification of Non-Suspension and Non-Debarment Form	B2.2.3
Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Form	B2.2.3
Form DC16, Disclosure of Investment Activities in Iran	B2.2.3
Form EEO, Equal Employment Opportunity Certification	B2.2.3
Form KP, Key Team Member Information	B2.2.3
Form LLL, Disclosure of Lobbying Activities	B2.2.3
Form LSI, Letter of Subcontract Intent	B2.2.3
Surety Commitment Letters	B2.3.4.1
Open-Ended Performance Plan (OEPP)	B2.2.7
OEPP Narrative (maximum 2 pages, excluding forms)	B2.2.7
Form LDB, List of Proposed DBE/ESBE/SBE	B2.2.7
Form SDP, Schedule of Proposed DBE/ESBE/SBE Participation	B2.2.7
Form AAP-10 DBE/ESBE/SBE Solicitation Log	B2.2.7
Form CR 272 DBE/ESBE/SBE Regular Dealer/Supplier Verification	B2.2.7
Form CR 274 DBE/ESBE/SBE Trucking Verification	B2.2.7
Appendix A	
Evidence of Authorization	B2.3.1
Joint and Several Liability Statement (If Applicable)	B2.3.2
Organizational Documents	B2.3.3
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Updated Financial Information	B2.3.4

New Jersey
Department of Transportation



<PROJECT TITLE>

<UNIQUE IDENTIFIER>

<CONTRACT NUMBER>

**CONTRACT DOCUMENTS
REQUEST FOR PROPOSALS
INSTRUCTIONS TO PROPOSERS (ITP)
APPENDIX C VOLUME 2: TECHNICAL
PROPOSAL SUBMITTAL REQUIREMENTS
DRAFT <DATE>**

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APPENDIX C TO INSTRUCTIONS TO PROPOSERS (ITP)

1 GENERAL INSTRUCTIONS

This ITP Appendix C provides the general instructions and establishes the content and formatting requirements for the Technical Proposal, Volume 2. Additional criteria is outlined in ITP Appendix A.

Each Proposer shall submit the Technical Proposal required pursuant to this ITP Appendix C, organized, separated and labeled in accordance with the checklist in Table C.

The submittals should be limited to the page limitations (if any) specified in this ITP Appendix C. Each sheet shall be 8.5" by 11" format, unless otherwise stated below. Text shall be in a standard font, a minimum of 10 points in height, single-spaced. All design drawings submitted with Proposals shall be single-sided on 11" by 17" sheet format, and all text font sizes on plans shall be at least 8 points.

2 DESIGN-BUILDER'S ORGANIZATION AND PROCESS

2.1 KEY PERSONNEL

The Proposer shall include Form R – Summary Individual's Experience for each of the Key Personnel identified in the ITP Appendix A, outlining their experience and qualifications

The content of each Form R shall include the following information:

- A. Proposed role on Project,
- B. Relevant licenses, registrations and certifications,
- C. Total years of professional experience and years of experience performing the work the individual would perform on this Project,
 - 1. Form R for the Quality Manager should include an attached sheet that provides a description of experience in quality systems based on ISO 9001, if applicable,
- D. Relevant past project experience including:
 - 1. Project names, location of each project and total construction cost of each project;
 - 2. Key Personnel's start and end dates on each project;
 - 3. Key Personnel's role on each project and the duties performed on each project; and
 - 4. The owner's current contact information (see Form R for detailed guidance),

E. Employment time with participant, and

F. Percent time (percentage of working time) committed to this Project for each 12 month period of the Project from its Notice to Award through completion, recognizing the final year may not be a full 12 month period. Percentage of time shall reflect a percent of the date range identified.

The Proposer shall complete Form R for each Key Personnel position, including instances where multiple Key Personnel positions are to be filled by the same individual. The Proposer may use Form R submitted with the SOQ.

The Proposer shall include Form KP in Volume 1 to communicate any approved changes in the Proposer's proposed roster of Key Personnel, relative to the Proposer's SOQ submission. Form KP shall be accompanied by a copy of the written approval received from the Department for such change (see ITP Section 1.15), details of such Key Personnel's role and a completely filled in Form R of the substitute personnel. Proposers shall use Form KP to state that there is no change in Key Personnel members, relative to the SOQ, if no changes in Key Personnel have been approved since the SOQ.

2.2 OVERALL DESIGN-BUILD TEAM ORGANIZATION

2.2.1 Design-Build Team Organization Chart

The Proposer shall include a narrative describing the organizational structure it shall implement for quality, safety, design and construction to achieve the Project's goals. The organizational structure shall clearly identify responsibilities and reporting lines of the Design-build team, particularly relating to Key Personnel. The narrative should include a review of the Proposer's assessment of the roles and responsibilities that the Key Personnel and principal participants shall take in the Proposer's organization.

The Proposer shall describe the interrelationships and interfaces among each member of the Design-builder team (e.g., design, design checks, shop drawing preparation and review, construction, construction inspection, materials testing, quality management, etc.).

The Proposer shall describe the interrelationships and interfaces between the Design-builder team and third parties (including other agencies and municipalities), utility owners, businesses, the public and other contractors working in the vicinity and impacted by the construction of the Project.

The Proposer shall provide an organization chart (11"x17") to support the narrative. The organization chart shall illustrate:

- A. Key Personnel,
- B. Principal participants,
- C. Subcontractors' personnel having a material role in the Project's:

1. Design Work,
 2. Design check Work,
 3. Construction Work, and
 4. Construction inspection work.
- D. Other personnel the Design-builder considers critical to the successful completion of the Project,
- E. Lines of communications and reporting for each individual presented on the organization chart.

Each individual included in the organizational chart shall be identified by their:

- A. Name,
- B. Title within the Design-build team, and
- C. Employer, (i.e., entity within the Design-build team).

Organization chart boxes featuring Key Personnel shall be shaded yellow.

The Proposer shall assign a different text color for each entity represented within the organization chart. The organization chart shall include a legend that correlates text color to each entity.

2.2.2 Design-Build Team Communication Protocol

The Proposer shall provide a Design-Build Team Communication Protocol Graphic, that defines communication internal to the Design-build team structure as well as communication with the Department's Project Manager, the Design Quality Assurance Engineer, and Construction Quality Assurance Engineer.

All the requirements associated with developing the Design-Build Team Organization Chart shall apply to developing the Design-Build Team Communication Protocol.

Lines of communication shall be portrayed by superimposing arrows (one way and two-way arrows as applicable) over the Design-Build Team Organization Chart. Communication arrows representing Design-builder internal communications shall be pink in color. Communication arrows representing Design-builder communications with the Department shall be orange in color.

The Proposer shall include a narrative clarifying the Design-Build Team Communication Protocol as a supplement to the Communication Protocol Graphic. The narrative shall describe:

- A. How the Design-builder will communicate with the Department's Project Manager, Construction Quality Assurance Engineer, the Design Quality Assurance Engineer and their staff,
- B. The methods for reporting on the progress of the Work and the status of the Project,

- C. The internal communications for the integration and coordination of the design and construction efforts to achieve efficient progression of the work.

2.2.3 Design-Build Quality Control Plan (QCP)

The Proposer shall include an Initial Quality Control Plan (QCP). The Initial QCP shall follow the format shown in Part 3, Section 3.4, Part 3 - Appendix C, and shall describe the Proposer's quality control program for the design Work, for the construction Work, and how the design and construction activities performed by different entities within the Design-build team will be coordinated to ensure consistency of quality.

The Initial QCP shall be considered an initial document for the purpose of conveying the overall approach of the Proposer to quality control and shall be expanded and/or amended prior to implementation on the Project. See Contract Document Part 3, Section 3.4. The Quality Control Plan serves as a "living document" throughout the project and will require updating as the project progresses.

The Initial QCP shall include two, separate quality control organization charts (on 11"x17" sheets). One of the quality organizations shall be responsible for the design Work with the second quality organization responsible for construction Work. The construction quality organization charts shall identify inspection staff and materials sampling and testing services to be provided throughout construction.

The QCP shall:

- A. Identify key QC personnel and their roles and responsibilities during each phase of the Project to ensure quality design and construction,
- B. Clearly define to whom the QC staff shall report to within the Design-builder's organization, and
- C. Describe the inter-relationship and relative authority within the Proposer's organization of QC staff and design and construction staff and the interaction with Design and Construction QA Engineers.

3 DESIGN-BUILD APPROACH TO THE PROJECT (TECHNICAL SOLUTIONS)

The Proposer shall include a Technical Solutions submittal, as described in ITP Appendix A, which shall be comprised of 3 components, in accordance with ITP Appendix A, Section 12.1.2, as follows:

- A. Project Understanding (Appendix C, Section 3.1),
- B. Design Approach (Appendix C, Section 3.2), and

C. Construction Approach (Appendix C, Section 3.3)

The narratives and drawings described in C3.2.1 and C3.2.2 shall:

- A. Provide an overview of the proposed design and construction concepts, and
- B. Describe the key features and any innovative aspects of the Proposer's design concepts.

Technical Solutions submittal shall represent a level of design sufficient to enable a thorough evaluation of Proposer's design concepts, should address all elements of the proposed design and construction and should be consistent with the requirements of the Contract Documents.

3.1 PROJECT UNDERSTANDING

The Proposer shall provide the following as part of their Understanding of the Project:

3.1.1 Risk Response Strategies Narrative and Additional Risk Identification and Assessment:

3.1.1.1 Risk Response Strategies Narrative: (Use Form R1)

<This section requires the Proposers to review Risk Register provided by the Department and describe and document response strategies to Design-builder owned risks and how strategies are expected to impact risk. Proposers may expand the space provided in Form R1 as necessary.>

3.1.1.2 Additional Risk Identification and Assessment: (Use Form R2)

<This section asks the Proposers to identify and describe no more than XX additional Project-related critical risks, not identified in the Risk Register, with no more than X as Design-builder-owned risks and the balance owned by other entities that may include the Department. Proposers are to focus on what they consider to be the most relevant and critical risks to the success of this Project and to achieving the Project goals. Proposers may expand the space provided in Form R2, as necessary.>

<The Proposer is to provide a narrative for each risk that>:

- A. Provides a written risk statement that identifies the risk,
- B. Describes the anticipated impact of the risk on the Project. The narrative shall indicate the risk as high, medium, or low impact on cost, scope, schedule, or quality,
- C. Identifies the perceived owner(s) of the risk (X of these must be "Design-builder" owned project risks),
 - The identified owner(s)'s role in addressing the risk, if the risk is not owned by the Design-builder.

- D. Describes response strategies that the Proposer's team shall implement to address the risk and the degree to which the strategy will mitigate the risk, and

The submittal of Forms R1 and R2 shall be considered the Proposer's initial Risk Management Plan (RMP).>

3.1.1.3 Organization and Design-Build Process

Briefly describe how the Proposer shall use its organization and the Design-Build process to ensure the Project will meet the objectives as stated in the RFP, while considering the Department's Project goals listed in Section 1.2. The Proposal shall describe, as a minimum, how the Proposer will manage the logistics of the design and construction of the Project and describe how the Design-build team and personnel will communicate and collaborate to deliver a quality Project.

3.2 DESIGN-BUILD APPROACH TO DESIGN

The Proposer shall provide a written narrative describing the design approach for the Project. The narrative shall consist of the following components:

3.2.1 Design Narrative

Provide a design narrative describing how the Proposer shall apply the requirements of Contract Documents Part 3 - Project Requirements to address the Project goals, while complying with all applicable environmental and permitting requirements and other Contract requirements during the performance of the design and construction Work. The Proposer shall provide a description of why particular aspects of the design were selected and the benefits of these design decisions, including the Proposer's selection of <Project-specific components, criteria, etc driven by Project goals> and other items as specified in ITP, Appendix A, Section 12.1.2. A summary of any ATCs, approved or conditionally approved by the Department, shall be included with the design narrative.

The design narrative shall describe, in detail:

<Typical Project-specific design components/criteria are provided as examples>

- A. Proposed general arrangements and materials of the bridge superstructures, bearings, joints, substructure, and other elements of the Proposer's designs; why the Proposer is proposing the chosen general arrangements and materials; and how the Department benefits from the Proposer's proposal; and
 - 1. Provide as part of the narrative the requirements described in ITP, Appendix A, Section 12.1.2.2 ii, and

2. Provide copies of the Department's approval letters for each ATC that is incorporated into the Proposer's Proposal along with a copy of each submitted ATC that was approved.

B. Design method that will be used to determine foundation capacities, and

C. Describe any Design Non-Conformances or aspects of the Design that do not conform to the Department's Standards or do not conform but have received approval for use as an ATC. The design narrative shall include an explanation for design aspects that do not conform to the Department's Standards. Any Design Non-Conformances or designs that do not conform to the Department's Standards or Contract Requirements, and have not been approved by the Department, via an approved ATC, are not permitted for use after Notice of Award of the Contract.

The Proposer shall remain responsible for the construction of the Project in full conformance with all standards that apply regardless of their inclusion in the Proposal submitted.

3.2.2 Design Drawings

The Proposer shall provide design drawings, as Attachment A to this Appendix C, showing the plan view, typical cross sections and elevation views as required to appropriately convey the scope of Work and relevant information, with elements appropriately labeled and dimensioned where appropriate.

The design drawings shall include the following information as applicable:

<Typical Project-specific design components/criteria are provided as examples>

- A. Project limits, horizontal and vertical roadway alignment, existing ROW lines, beginning and end of the existing bridge and adjacent roadway modifications,
- B. Plans, elevations and cross sections showing proposed configurations and dimensions of the primary structural elements of the structure including the deck, floorbeams, girders, stringers, bearings, piers, abutments, and foundations as applicable. Indicate movements and restraints of bearings and joints,
- C. Plans, elevations and cross sections showing proposed locations and dimensions of lanes, shoulders, curbs, shared use paths, landscaping, barriers, railings, fences, drainage elements, lighting, signage, signals, ITS and utility locations,
- D. Cross sections showing existing conditions, each construction phase, and the final conditions. The cross sections should show as a minimum: lanes, shoulders, sidewalks, railings, barriers, fencing and utilities,

- E. Earth retaining walls and abutments. Include elevation and plan views showing the extent of the Work and conceptual details for surface treatments,
- F. Limits of existing elements to be removed that will be required to complete the Project, and
- G. Table of minimum vertical clearances to be provided at each span that lists the dimension, location on bridge, and location on crossing road. Drawings may be used in combination with or in place of the table.

3.3 CONSTRUCTION APPROACH (MEANS AND METHODS)

The Proposer shall provide a written narrative describing the construction approach for the Project. The narrative shall consist of the following components:

<Typical Project-specific construction approaches are provided as examples>

3.3.1 Overall Construction Sequence of the Work

Provide a narrative describing the overall construction sequence of the Work in the Contract, including all staging areas, field office location, haul routes as well as the final permanent footprint of the constructed improvements. The narrative shall discuss the logistics and challenges of constructing the project elements while meeting the Work Zone Traffic Control requirements, and shall discuss why the sequence was chosen, how the sequence benefits the Department, and why it is the best solution for constructing the Project elements. The narrative shall also discuss the requirements as stated under ITP, Appendix A, Section 12.1.2.3.

3.3.2 Work Zone Traffic Control (WZTC)

Provide a narrative describing the proposed WZTC including a description of the Proposer's plan to maintain the safety and use of traffic corridors and minimize impacts to level of service on existing roads as a result of the construction Work. At a minimum, the Work Zone Traffic Control narrative should:

- A. Describe the major phases of the Work,
- B. Include complete typical sections by phase, including information regarding maintenance of access and egress. It should provide phase notes and details regarding sequence of work activities (e.g., specialized equipment needs and falsework),
- C. Identify each affected road and access way within and adjacent to the Project limits and describe the potential impacts, mitigation measures, limitations of use, and the number and duration of time that each road and access way may be impacted in performing the Work. The narrative shall include information on all detours and traffic diversions,

- D. Describe the approach to accommodate traffic demands associated with local events, emergency service providers access into and through the Project site and commercial vehicles access into and through the Project site, and
- E. Describe how the WZTC will be coordinated with adjacent projects to provide safe passage of traffic.

3.3.3 Protection of Existing Facilities

The Proposer shall provide a narrative describing the proposed methods to protect and minimize impacts to existing facilities, utilities, private residences and properties adjacent to or within the Project Limits. The narrative shall include a description of the specific means the Proposer intends to implement to mitigate impacts due to vibrations, noise, dust, light (during night time Work) and other effects resulting from construction operations.

3.3.4 Utility Work

The Proposer shall provide a narrative describing the proposed approach to the required Utility Work. The narrative shall include a description of how utility work will:

- A. Be performed with minimal disruptions to utility operations and services,
- B. Be performed to minimize impacts to other Project activities,
- C. Incorporate specific and/or unique design and/or construction methods that will minimize the impacts on existing utilities and services, and
- D. Be coordinated with each utility owner for the design and construction of utility adjustments, relocations, and protection-in-place.

3.3.5 Drainage Modifications

The Proposer shall provide a narrative describing the proposed approach to all drainage modifications, including runoff management during drainage modifications and temporary drainage measures, that will be required, including concepts for stormwater management and connections to existing facilities and pipes. The narrative shall identify all permits and approvals needed to connect drainage modifications, associated with the Project, to existing facilities.

4 PROJECT SCHEDULE

4.1 INITIAL BASELINE PROGRESS SCHEDULE (IBPS)

The Proposer shall submit an Initial Baseline Progress Schedule (IBPS) to indicate a complete understanding of the Project through a detailed breakdown of each phase of the proposed Work. The IBPS shall indicate a clear methodology and approach to designing and constructing the project while minimizing the impact to the traveling public.

The IBPS shall:

- A. Consist of a logic-based, critical path (CPM) project schedule for the Work to be performed from the execution of the Design-build Contract up to and including Final Acceptance.
- B. Be in Gantt chart format using Primavera P6,
- C. Include a start date and the durations in days for all major design and construction activities as well as the relationships among all activities,
- D. Include a detailed work plan with a hierarchical breakdown of work scope by location, type and major work task,
- E. Incorporate the appropriate calendars within the scheduling software program to accommodate different/multiple work shifts, and
- F. Include all constraints and provisions included in the Contract documents.

The Gantt chart shall show all activities grouped by Work Breakdown Structure (WBS), activity ID, activity name, activity start date, activity finish date, activity duration (days), logic (predecessors and successors), and float. The Gantt chart should also show the activities that are in the critical path.

The successful Proposer shall develop and complete a project schedule using Primavera P6 Enterprise software in conformance with Part 2 Division 100 General Provisions and Part 5, Additional Project Requirements Section 5.1 Critical Path Method Schedule, after Notice of Award of the contract. The successful Proposer shall be required to maintain the dates, durations and other milestones shown on the Initial Baseline Progress Schedule when preparing the Primavera P6 Enterprise based schedule. See Contract Document Part 2 153 and Part 5.

The IBPS should include the following milestones, at a minimum, for the overall project:

- A. Notice of award,
- B. Dates for start and end of design Work and design reviews,
- C. Start of work at the project site,
- D. Duration and dates of start and end for roadway closures, staging phases, and detours,
- E. Dates for start and end of construction activities,
- F. Date that all traffic will be permanently transferred to the new and/or rehabilitated bridge structure(s) and/or roadway(s),

G. Substantial Completion date, and

H. Final Completion date.

The Proposer shall provide a narrative to accompany the IBPS that lists and describes the assumptions and logic used in preparing the schedule. The narrative shall include the timing, duration and subject matter for the review and processing of all required submittals. The narrative shall also include an explanation of the sequencing and phasing of construction activities and how the construction activities are planned to be performed based on different/multiple work shifts.

The IBPS shall be provided and uploaded electronically via BidExpress website. The IBPS schedule shall be on 11" by 17" format with a font size equivalent to a size 8 font. The electronic copy shall be in P6V15.1 XER format or newer and in portable document format (pdf).

4.2 SCHEDULE OF DESIGN-BUILD CONTRACT DURATIONS

The Proposer shall submit Form SCD.

4.3 GANTT CHART

This section is not used.

4.4 FORMAT OF VOLUME 2

Organize Volume 2 in the format shown in Table C, with the cover of the volume labeled as follows, including the name of the Proposer:

<p style="text-align: center;"><PROJECT TITLE></p> <p style="text-align: center;">PROPOSER'S PROPOSAL</p> <p style="text-align: center;">VOLUME 2</p> <p style="text-align: center;">TECHNICAL PROPOSAL</p> <p>PROPOSER: _____</p>

The Proposer shall provide the Technical Proposal submittals in Volume 2 in the order set forth in Table C. Each individual section in Volume 2 shall be separated with tabs labeled as outlined in Table C (e.g., "Volume 2, Section A1 – Key Personnel"). Use a copy of the Table C checklist as the basis for the table of contents for Volume 2 (which shall be the first page of Volume 2).

Table C Format of Volume 2

Proposal Component	Reference
Volume 2, Section 1 – Design-Build Organization and Process	
Volume 2, Section 1A – Key Personnel	
Key Personnel Form R	C2.1
Volume 2, Section 1B – Overall Design-Build Team Organization	
Design-Build Team Organization Chart (Narrative, Max X pages plus 11"x17" organization chart)	C2.2.1
Design-Build Team Communication Protocol (Narrative, Max X pages plus 11x17 communication graphic)	C2.2.2
Design-Build Quality Control Plan (max X pages plus organization charts)	C2.2.3
Volume 2, Section 2 – Design-Build Approach to the Project (Technical Solutions)	
Volume 2, Section 2A – Project Understanding	
Project Understanding (Narrative, max 6 pages, Form R1 – max X pages, Form R2 – max X pages)	C3.1
Volume 2, Section 2B – Design Solutions	
Design Approach (Narrative, max X pages)	C3.2.1
Copies of Department's approval letters for each ATC that is incorporated into the Proposer's Proposal along with each submitted ATC that was approved and used.	C3.2.1
Volume 2, Section 2C – Construction Approach (Means and Methods)	
Overall Project Construction Sequence (Max X pages)	C3.3.1
Work Zone Traffic Control (max X pages)	C3.3.2
Protection of Existing Facilities (max X page)	C3.3.3
Utility Work (max X pages)	C3.3.4
Drainage Modifications (max X page)	C3.3.5
Volume 2, Attachment A – Design Drawings	
Project Limits	C3.2.2
General Configurations	C3.2.2
Construction Phasing	C3.2.2
Demolition Limits	C3.2.2
Work Zone Traffic Control	C3.3.2
Volume 2, Attachment B – Project Schedules	
Initial Baseline Progress Schedule (max X pages)	C4.1
Initial Baseline Progress Schedule Narrative (max X pages)	C4.1
Form SCD – Schedule of Contract Durations	C4.2

Note: Volume 2, Attachment A – Design Drawings, shall be submitted in 11" x 17" format in a separate file.

New Jersey
Department of Transportation



<PROJECT TITLE>

<UNIQUE IDENTIFIER>

<CONTRACT NUMBER>

**CONTRACT DOCUMENTS
REQUEST FOR PROPOSALS
INSTRUCTIONS TO PROPOSERS (ITP)
APPENDIX D VOLUME 3: PRICE BID
SUBMITTAL REQUIREMENTS**

DRAFT <DATE>

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3	FORMAT FOR VOLUME 3.....	2

APPENDIX D TO INSTRUCTIONS TO PROPOSERS (ITP)

1 INTRODUCTION

This ITP Appendix D provides the general instructions and establishes the content and formatting requirements for the Price Bid, Volume 3.

Each Proposer shall submit the Price Bid required pursuant to this ITP Appendix D, organized, separated and labeled in accordance with the checklist in Table D.

All forms named herein are found in ITP Appendix E unless otherwise noted.

Submit all information as specified herein, using the forms and formats specified. Alterations to the forms will only be permitted where specifically allowed by the Department.

2 PRICE BID

The Proposer shall provide a Price Bid using the forms listed herein and provided in ITP Appendix E. Failure to provide the requested information on the forms and in the format specified can result in the Department declaring the Price Bid non-responsive.

Upon Notice of Award, the agreed Price Bid of the selected Proposer will be incorporated into the Contract Documents Parts 1 and 9.

The Price Bid shall consist of the following forms:

- A. Form PP, Price Bid Cover Sheet,
- B. Form SP, Schedule of Prices,
- C. Form WPS, Work Payment Schedule, and
- D. Form PB, Proposal Bond.

The supplied forms are not to be altered, unless indicated on a specific form.

Forms shall be completed in accordance with the following requirements:

- A. Photographs or external web links are not to be included in the Forms,
- B. All required information must be contained in the Forms,
- C. Additional lines or pages are allowed only when indicated on the Form,
- D. Any Form found to be altered can, at the discretion of the Department's Technical Review Committee, be removed from the Proposal before evaluation.

2.1 PROPOSAL PRICE SUBMITTAL

The Items listed in Section 2.0 of this Appendix D, shall be submitted in a separate file.

The Proposer shall title the file <"Project Title – Volume 3" plus the Proposer's name.

2.2 SCHEDULE OF PRICES (FORM SP)

The Proposer shall complete Form SP, Schedule of Prices (see ITP Appendix E).

Form SP shall be in compliance with the following instructions:

- A. Price in US dollars (\$),
- B. Provide a lump sum price for each Price Item on Form SP,
 - The Lump Sum Price for each Price Item shall be the total price to complete all Work for that Price Item, including such planning, management, overhead, design, materials, labor, use of tools and equipment, hazardous material and environmental inspections and remediation, utility work, and other Work as required to complete such Work and such costs necessary to integrate the Work with the Work of other Price Items except those costs included in other Price Items,
- C. The sum of the Lump Sum Price for each Price Item shall be the Price Bid. The Price Bid will become the Total Adjusted Contract Price, as agreed to by the Department, less the unused portion of the lump sum price for the Design-Build – New Work (Item No. X), if the Contract is Awarded.

2.3 WORK PAYMENT SCHEDULE (FORM WPS)

Using Form WPS, the Proposer shall provide the proposed percent of the Lump Sum Price for Design-Build Construction Work (Item Nos. XXX through XXX) for each Work Item listed on the Form. The total percent for all Work Items on each Form WPS shall equal 100%.

2.4 PROPOSAL BOND (FORM PB)

Using Form PB, the Proposer shall submit a Proposal Bond indicated in ITP Appendix B Section 2.3.4.1. See also ITP Section 2.10.

3 FORMAT FOR VOLUME 3

The Proposer shall organize and submit the Price Bid in the format shown in Table D by the Proposal Due Date

Table D: Format of Volume 3

Section	Description	Reference
Section 1	• Form PP, Price Bid Cover Sheet	D2.1
Section 2	• Form SP, Schedule of Prices	D2.2

New Jersey Department of Transportation

	<ul style="list-style-type: none">• Form WPS, Work Payment Schedule	D2.3
Section 3	<ul style="list-style-type: none">• Form PB, Proposal Bond	D2.4

New Jersey
Department of Transportation



<PROJECT TITLE>

<UNIQUE IDENTIFIER>

<CONTRACT NUMBER>

**CONTRACT DOCUMENTS
REQUEST FOR PROPOSALS
INSTRUCTIONS TO PROPOSERS (ITP)**

APPENDIX E FORMS

DRAFT <DATE>

APPENDIX E TO INSTRUCTIONS TO PROPOSERS (ITP)

FORMS

General Forms

Form Designator	Form Title
Form AAP-10	DBE/ESBE/SBE Solicitation Log
Form AR	Acknowledgment of Receipt of RFP, Addenda and Responses to Questions
Form ATC	Alternative Technical Concept (ATC) Submittal Form
Form C	Proposer's Representative
Form CAR	Commitment to Assign Identified Resources to Project
Form CNS&D	Certification of Non-Suspension and Non-Debarment Form
Form CNIPA	Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Form
Form CR272	DBE/ESBE/SBE Regular Dealer/Supplier Verification
Form CR274	DBE/ESBE/SBE Trucking Verification
Form DC16	Disclosure of Investment Activities in Iran
Form EEO	Equal Employment Opportunity Certification
Form KP	Key Personnel Information
Form L-3	Authorization to Provide Professional Engineering Services in New Jersey
Form LLL	Disclosure of Lobbying Activities
Form LDB	List of Proposed DBE/ESBE/SBE
Form LSI	Letter of Subcontract Intent
Form R	Summary of Individual's Experience
Form R-1	Risk Response Strategy Narratives
Form R-2	Additional Risk Identification and Assessment
Form RFC	Request for Change
Form SA*	Stipend Agreement
Form SCD	Schedule of Contract Durations
Form SDP	Schedule of Proposed DBE/ESBE/SBE Participation

Price Bid Forms

Form Designator	Form Title
Form PP	Price BID Cover Sheet
Form SP	Schedule of Prices
Form WPS	Work Payment Schedule

New Jersey Department of Transportation

Form Designator	Form Title
Form PB	Proposal Bond

* Included for reference only. Form or Agreement to be submitted after Proposal Due Date

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FORM AAP-10
DBE/ESBE/SBE SOLICITATION LOG

Form AAP-10 - DBE Solicitation Log

Contract No.:
Design-Build Name and Address:

Project Name:

Contact Name:

Page: _____ of Total
Date: _____
Email: _____

Funding Source:
Phone: _____
Federal

Firm Name and Address	Program	Contact Person	Contract Work Item(s)	Date(s) of Contact	Method(s) of Contact	Contact Person's Fax and/or Email Address	DBE Response/Status	Proposer Action	Notes
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Form AAP-10 Instructions:
Please complete the Solicitation Log with the following information detailing the solicitation for utilization on said contract.

Heading Instructions:
1 Enter the Contract Number (DN).
2 Enter the current page number out of the total number of pages. Ex. If there is only one page, "Page 1 of 1"; if there are multiple pages, "Page 1 of 2"; "Page 2 of 2", etc.
3 Enter the Contract person representing the Design-Builder.
4 Enter the e-mail address of the Contact person representing the Design-Builder.
5 Enter the phone number of the Contact person representing the Design-Builder.

Data Entry Instructions:
1 Enter the firm Name and Address of the DBE.
2 Select the firm's Program from the drop down.
3 Enter the name of the Contact person representing the firm.
4 Select Contract Work Item the Firm solicited the DBE for. *
Note: Select from the drop down Item Description that best represents the item solicited for.
5 Select the method of contact from the drop down.
6 Select the method or methods of contact from the drop down.
7 Enter the Contact Information.
8 Select the DBE's response from the drop down.
Note: If a response does not appear as a selection from the drop down, then describe in the Notes section.
9 Select action taken by the Proposer from the drop down for each consecutive contact.
10 Enter brief notes regarding the solicitation of the DBE.

FORM AR
**ACKNOWLEDGMENT OF RECEIPT OF RFP, ADDENDA
AND RESPONSES TO QUESTIONS**

(to be attached to Volume 1 of Proposal)

NAME OF PROPOSER

We hereby acknowledge receipt of the Route 50 Bridge over Cedar Swamp Creek, Design-Build Project RFP, dated June 2025 and subsequent responses to questions and Addenda issued by the Department, as listed below.

Add additional lines in tables below, if needed.

Addendum number:	Date issued by Department:

Responses to questions number:	Date issued by Department:

SIGNED	
DATE	
NAME (printed or typed)	
TITLE	

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FORM ATC
**ALTERNATIVE TECHNICAL CONCEPT (ATC) SUBMITTAL
FORM**

Proposer:			
Project Title, Contract #:			
ATC Title:			
ATC No.:		Date:	

A	Description: Provide a detailed description of the configuration of the ATC or other appropriate descriptive information.
B	Usage: Describe where and how the ATC would be used on the Project.
C1	Deviations: Provide references to any requirements of the RFP Documents or to any elements of the Contract Documents that are inconsistent with the proposed ATC.
C2	Provide an explanation of the nature of the proposed deviation and a request for: (a) approval of such deviations or (b) a determination that the ATC is consistent with applicable requirements.
D	Analysis: Provide an analysis justifying use of the ATC and why the deviations from the requirements of the RFP Documents should be allowed.

New Jersey Department of Transportation

E1	Impacts: Provide an explanation of potential impacts of the ATCs on vehicular traffic with an emphasis on truck traffic in the community due to the construction.
E2	Provide an explanation of potential impacts of the ATCs on the environment (favorable and unfavorable) identified in appropriate environmental documents (especially with regard to the impacts and commitments of the EIS).
E3	Provide an explanation of potential impacts of the ATCs on the surrounding community.
E4	Provide an explanation of potential impacts of the ATCs on the safety and life-cycle, Project and infrastructure costs (including impacts on the cost of repair and maintenance).
E5	Provide an explanation of potential impacts of the ATCs on Utilities (e.g., increase or decrease Utility accommodation costs, schedule impacts, etc.)
F1	Environmental Approvals: Provide an explanation of any changes in any Environmental Approval which would be required as a result of the ATC.
F2	Provide an explanation of whether the ATC would require any deviation from the terms and conditions of any permit or of any anticipated or existing Environmental Approval or new Environmental Approval and, if so, an analysis of the steps required, costs involved and time that would be required to obtain, and the likelihood of success in obtaining, the required approval from the appropriate Governmental Agencies, as well as an analysis of all potential impacts on the Project.

New Jersey Department of Transportation

G	History: Provide a detailed description of other projects where the ATC has been used under comparable circumstances, if any, the success of such usage, and names, email addresses and contact telephone numbers of project owners that can confirm such statements.
H	Risks: Provide a description of any added or reduced risks to the Department and other Persons associated with implementing the ATC.
I	Schedule: Provide an estimate of the impact of the ATC upon the Contract duration and schedule, including the Proposer's estimate of the likely durations for any permits and consents necessary for the ATC.
J	Price: Provide an estimate of the impact (Savings) of the ATC on the Proposal Price.
K	ROW Requirements: Confirm that the proposed ATC has no impacts on the existing and proposed ROW requirements.
L	One-on-One Meeting: Provide a statement as to whether, in the Proposer's view, a one-on-one meeting with the Department would be appropriate to discuss the ATC.
M	Attach supporting drawings/sketches (Required).

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FORM C

PROPOSER'S REPRESENTATIVE

In accordance with ITP Section 2.2.3, the following person is named as the Proposer's Representative:

Proposer	
Name of Proposer's Representative	
Company Affiliation	
Address	
Office phone (direct dial)	
Cell phone	
Email	

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FORM CAR

**COMMITMENT TO ASSIGN IDENTIFIED RESOURCES TO
PROJECT**

Understanding the Department's concern that the personnel resources, materials, equipment and supplies specifically represented and listed in this Proposal actually be assigned to the Contract (if awarded to this Proposer).

(Name of Proposer)

commits that the personnel resources shown in the Proposal, including identified design staff, and materials, equipment and supplies specifically listed in this Proposal will be available to the extent within this Proposer's control. If awarded the Contract, this Proposer will undertake all efforts to provide all the Key Personnel identified in its Proposal on a full time basis for the periods necessary to fulfill their responsibilities.

In making this commitment, we include the following reservations:

(If made without reservation, enter "NONE" above.)

Signed: _____

Printed
name: _____

Title: _____

Date: _____

(To be executed by the Proposer's designated Lead Principal Participant)

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FORM CNS&D
**CERTIFICATION OF NON-SUSPENSION AND NON-
DEBARMENT FORM**

NJDOT Contract No: _____
Contract Name: _____
Contractor Name: _____
Contractor Address: _____

CERTIFICATION

Pursuant to N.J.S.A. 52:32-44.1, I, the undersigned, being duly authorized to complete this certification on behalf of the above-named Contractor, do hereby certify and attest, under the pains and penalties of perjury, that:

- The Contractor is not debarred at the federal level from contracting with the federal government;
- None of the parent entities, subsidiaries, related entities or affiliates of the Contractor set forth and identified below are debarred at the federal level from contracting with the federal government;
- I am authorized to execute this certification on behalf of the Contractor;
- I acknowledge that the NJDOT is relying on the information contained herein;
- I acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contract(s) with NJDOT to notify NJDOT in writing of any changes to the information contained herein; and
- I acknowledge that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution, and such misrepresentation may be considered fraudulent, and/or a material breach of the Contractor's contract(s) with the NJDOT.

If the NJDOT finds a person or entity to be in violation of the law, it shall take action as may be appropriate and permitted by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and/or seeking debarment or suspension of the party.

Signature: _____
Print Name: _____
Title: _____
Date: _____

List of parent entities, subsidiaries, related entities, and affiliates:

1. _____
2. _____
3. _____
4. _____
5. _____

(Add additional sheets as necessary.)

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FORM CNIPA

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITIVE
ACTIVITIES IN RUSSIA OR BELARUS FORM**

Proposers must submit the “Disclosure of Prohibited Activities in Russia/Belarus” form provided at the following link:

<https://www.nj.gov/treasury/purchase/forms.shtml>

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FORM CR272
DBE/ESBE/SBE REGULAR DEALER/SUPPLIER
VERIFICATION

Proposers must submit the form provided at the following link:

<https://www.nj.gov/transportation/business/civilrights/forms.shtm>

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FORM CR274
DBE/ESBE/SBE TRUCKING VERIFICATION

Proposers must submit the form provided at the following link:

<https://www.nj.gov/transportation/business/civilrights/forms.shtm>

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FORM DC16

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposers must submit the “Disclosure of Investment Activities in Iran” form provided at the following link:

<https://www.nj.gov/transportation/eng/forms/docs/construction/dc16.pdf>

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FORM EEO

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

To be executed by the Proposer, Principal Participants and proposed known Subcontractors.

The undersigned certifies on behalf of _____ that:
(Name of entity making
certification)

(check one of the following boxes)

- ☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- ☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

(check one of the following boxes)

- ☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- ☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not Proposer, relationship to
Proposer: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Principal Participants, and proposed Subcontractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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FORM KP

KEY PERSONNEL INFORMATION

In accordance with ITP Appendix C, complete either (A) or (B) below

PROPOSER:							
Either (A), the Proposer hereby confirms that there is no change in the Proposer's Key Personnel relative to the Proposer's SOQ submission:							
Signed							
Name							
Title							
Date							
Or (B), the Proposer has proposed changes to the Proposer's Key Personnel relative to the Proposer's SOQ submission. The Proposer summarizes below <u>all</u> the Key Personnel proposed in the SOQ; states which Key Personnel differ from those named in the SOQ; and, for the substitute Key Personnel, attaches copies of the Department's written consent (Form RFC) for the personnel change.							
Key Personnel Role	Changed relative to SOQ? (Yes/No)	Name	Years of experience	Parent Firm name	% of time dedicated to Project	Resume attached (Yes/No)	Department's consent attached (Yes/No)
Project Manager							
Resident Engineer							
Project Superintendent							
Design Manager							

New Jersey Department of Transportation

PROPOSER:							
Quality Manager							
Lead Structural Engineer							
Lead Civil Engineer							
Lead Geotechnical Engineer							

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FORM L-3**AUTHORIZATION TO PROVIDE PROFESSIONAL
ENGINEERING SERVICES IN NEW JERSEY**

NAME OF PROPOSER			
NAME OF FIRM PROVIDING DESIGN AND/OR ENGINEERING SERVICES			
EITHER (1) Copy of current Certificate of Authorization to provide Professional Engineering Services issued by the New Jersey Office of the Attorney General Division of Consumer Affairs.	Yes (copy attached)	No (Item (2) applies)	
OR (2) Documentation is attached to this Form L-3 demonstrating the ability to obtain Certificate of Authorization to provide Professional Engineering Services from the New Jersey Office of the Attorney General Division of Consumer Affairs.	Yes, documentation attached and further details are given below		
OR (3) Exempt			
If (2 or 3) applies, give details of attached documentation demonstrating ability to obtain the relevant certification / license, or exemption as applicable: (Add additional lines if required.)			

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FORM LLL
DISCLOSURE OF LOBBYING ACTIVITIES

BYRD ANTI-LOBBYING CERTIFICATION

Pursuant to 31 USC 1352 and 49 CFR part 21, Contractor and all subcontractors are required to comply with this Attachment. Contractor and all subcontractors shall be responsible to fill out Disclosure of Lobbying Activities Standard Form – LLL (as contained in this Attachment) and report it to the NJDOT Contract Compliance Unit for appropriate disclosure to the Federal Government.

All Contracts and subcontracts over \$100,000 shall require the following mandatory language in every contract:

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

1. No federal appropriate 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 an 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, or any 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 Standard Form – LLL 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 the 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 that \$10,000 and not more than \$100,000 for each such failure.

Pt. 21, App. B

31 CFR Subtitle A (7-1-10 Edition)

**APPENDIX B TO PART 21—DISCLOSURE FORM TO REPORT LOBBYING
DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

Office of the Secretary of the Treasury

Pt. 21, App. B

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Pt. 21, App. B

31 CFR Subtitle A (7-1-10 Edition)

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

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FORM LDB

LIST OF PROPOSED DBE/ESBE/SBE COMMITMENTS

Complete Form LDB Table 1 to list all known proposed DBE/ESBE/SBE in the Proposer's team and total commitments. No substitutions or reductions in commitments will be allowed without prior approval by the Department, in accordance with RFP Part 2, 105.02.05.

Complete Form LDB Table 2 to list proposed work items of DBE/ESBE/SBE participation for which DBE/ESBE/SBE firms have not yet been assigned by the Proposer, excluding DBE/ESBE/SBE activity covered in Form LDB Table 1. Refer to the contract goal page in RFP Part 8 to determine which goals apply to this contract. The DBE/ESBE program applies to Federal-Aid contracts; the SBE program applies to Non-Federal-Aid contracts.

The sum of commitments and/or net minimum proposed participation in Form LDB Tables 1 and 2 shall meet or exceed the goal(s) listed in RFP Part 8.

Use additional rows / sheets as necessary.

New Jersey Department of Transportation

Form LDB Table 1 - LIST OF KNOWN PROPOSED DBE/ESBE/SBE FIRMS

CONTRACT #					PROPOSER				
Classification (Note 1)	Firm Name	DBE/ESBE/ SBE/ Certified (Select 1)	1 st or 2 nd Tier	DBE/ESBE/SBE NAICS Codes	Description of Work	% Credit Claimed (see Note 2)	Work Category (Design, Inspection, Materials, Construction, Trucking, etc.) (See Note 3)	Classification	Commitment (In Dollars Committed) (See Note 4)

Note 1: Classification (Role on Contract)

Classification (Role on Contract)	
P	Prime Bidder/Prime Contractor (100% Credit for work self-performed, and certified to perform)
S/F	Subcontractor – Furnish & Install (100% Credit)
S/I	Subcontractor - Install Only (Credit not given for materials purchased by the prime or others)
T/H	Trucker/Hauler (Credit for cost of transportation services)
RD/S	Regular Dealer / Supplier (60% Credit on Federal Aid Contracts) (100% Credit on Wholly State Funded Contracts) (List total proposed dollar amount of subcontract work. Civil Rights will calculate the applicable percentage.)
B	Broker/Transaction Expeditor (Credit for reasonable fees or Commissions charged.)
M	Manufacturer (100% Credit)
SP	Service Provider (Professional, technical, consultant, managerial, bonding, insurance)

Note 2: This is: 100% for subcontracting, professional services, manufacturing, and fabricating; 60% of the value of materials for regular dealers; 40% for distributors, and for brokering, the percentage is calculated based on the fee or commission (standard is 10-15%). For trucking, the value is calculated per the requirements of 49 CFR 26.

Note 3: List only 1 Work Category per row, even if it is the same DBE/ESBE/SBE. The Description of Work shall correspond to the Work Category in the same row. Include the classification (role the firm will play on the contract)

Note 4: The value of the Commitment reflects the net amount to be credited toward the goal based upon the % Credit Claimed. Example 1: Subcontracting clearing and grubbing \$50,000 @ 100% = \$50,000 Commitment. Example 2: Supply geotextile fabric \$10,000 @ 60% = \$6,000 Commitment.

Form LDB Table 2 - PROPOSED WORK FOR DBE/ESBE/SBE FIRMS (excluding DBE/ESBE/SBE commitments listed in Table 1)			
CONTRACT #		PROPOSER	
Work Category (Design, Inspection, Materials, Construction, Trucking, etc.) (See Note 1)	DBE/ESBE/SBE NAICS Codes	Description of Work	Net Minimum Proposed Participation (in Dollars) (See Note 2)

New Jersey Department of Transportation

Form LDB Table 2 - PROPOSED WORK FOR DBE/ESBE/SBE FIRMS (excluding DBE/ESBE/SBE commitments listed in Table 1)			
CONTRACT #		PROPOSER	
Work Category (Design, Inspection, Materials, Construction, Trucking, etc.) (See Note 1)	DBE/ESBE/SBE NAICS Codes	Description of Work	Net Minimum Proposed Participation (in Dollars) (See Note 2)
		Total Commitment =	\$

Note 1: List only 1 Work Category per row, even if it is the same DBE/ESBE/SBE. The Description of Work shall correspond to the Work Category in the same row. For each work category, include the classification (the role the firm would play on the contract).

Note 2: The value of the Commitment reflects the net amount to be credited toward the goal based upon the % Credit Claimed.

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FORM LSI
LETTER OF SUBCONTRACT INTENT

_____ intends to subcontract Work for the Project to
(Proposer's Name)

_____ to perform the following types of Work:
(Name of Subcontractor/Consultant)

--

(Details of Work. Proposer to identify any changes if Non-HARS Alternative is used)

The minimum value of the Subcontract is:			
The Subcontractor/Consultant is a certified DBE/ESBE/SBE firm:	Yes	(see below and questions)	No
If Subcontractor/Consultant is a certified DBE/ESBE/SBE firm:			
Certifying entity:			
Telephone number for certifying entity:			

Please answer each question listed:

- If this project is awarded to the Proposer listed, do you verify your intent to complete the proposed subcontract work items?
- Are all of your employees carried on your firm's payroll?
- Is your firm's equipment registered in your name?
If not, is it leased from the Proposer or their affiliates or any other contractor on the project?
- Will the equipment you use display your firm's name or logo?
- Is your Superintendent or Foreman working as an employee of any other contractor or subcontractor on the project?
- Are any of your firm's employees also working for the Proposer?

For Truckers Only:

- Will you be responsible for the management and supervision of the entire trucking operation for which you are contracted to perform?

For Suppliers Only:

- Do you own, operate, or maintain a store, warehouse, or another establishment in which the materials, supplies, or equipment required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual discourse of business?

Yes	No

New Jersey Department of Transportation

I certify that the foregoing statements and information made are true. I am aware that if of the foregoing statements made are willingly false, I am subject to punishment. I further certify that I have full power and authority to execute this certification on behalf of the DBE/ESBE/SBE firm, _____ and that all approvals and other actions necessary in connection with the execution of this certification by the above signed have been obtained and are in full force and effect as to the date of execution of this certification.

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

For the Proposer:

For the Subcontractor/Consultant⁽¹⁾⁽²⁾:

Signature

Confirmed by: (Signature)

(Printed or typed name)

(Printed or typed name)

Title

Title

Date

Date

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

- (1) The prospective lower tier participant (Subcontractor/consultant) certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Route 50 Bridge over Cedar Swamp Creek, Design-Build Project, DB-001, by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its proposal.

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FORM R

SUMMARY OF INDIVIDUAL'S EXPERIENCE

Form R shall be completed by the Proposer for the Key Personnel indicated in ITP Appendix A, Quality Evaluation Factors section as well as any key personnel that have been changed since submission of the SOQ. Add lines/pages as necessary. Under "Contact Information" of the Applicant's past experience, provide the contact name, phone number, and e-mail address for the Project Owner. The Department reserves the right to contact any Project Owner to verify the information provided. "Project Owner" is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. "Project Name" should include the relevant contract number if available. Relevant experience shall be listed in chronological order, starting with the most recent project. Use N/A where an answer is not necessary or applicable.

<u>Applicant's Information</u>					
Name of Proposer:					
Name of Firm:					
Individual's Name:					
Is Applicant Licensed as a Professional Engineer in the State of New Jersey? (Submit a copy of certificate)				Yes:	No:
NJ Professional Engineering License Number					
Education:					
Years with this Firm					
Total Years of Experience					
Title for Proposed Project:					
<u>Provide Time Committed to Proposed DB Project in next row:</u>					
12 Month period (beg MM/YY-end MM/YY)	Percentage	12 Month period (beg MM/YY-end MM/YY)	Percentage	12 Month period (beg MM/YY-end MM/YY)	Percentage

<u>Applicant's Past Experience</u>	
Total number of years of experience meeting the requirements stated in RFP, Appendix A, and Part 3, Section 2 for the title above:	
The information provided below should confirm the total years stated in the above row.	
Project Name:	
Project Description:	
Project Owner:	
Contact Information:	
Project Cost Value	
Title on Project:	

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Individual's Duties & Responsibilities:					
Individual's Start Date on Project: <u>MM/YY</u>		Individual's End Date on Project: <u>MM/YY</u>			
Individual's Total Time on Project (in months):		% of time spent on qualifying activities		Qualifying time (in months):	
Project Name:					
Project Description:					
Project Owner:					
Contact Information:					
Project Cost Value					
Title on Project:					
Individual's Duties & Responsibilities:					
Individual's Start Date on Project: <u>MM/YY</u>		Individual's End Date on Project: <u>MM/YY</u>			
Individual's Total Time on Project:		% of time spent on qualifying activities		Qualifying time (in months):	
Project Name:					
Project Description:					
Project Owner:					
Contact Information:					
Project Cost Value					
Title on Project:					
Individual's Duties & Responsibilities:					
Individual's Start Date on Project: <u>MM/YY</u>		Individual's End Date on Project: <u>MM/YY</u>			
Individual's Total Time on Project:		% of time spent on qualifying activities		Qualifying time (in months):	
Explain gaps in chronology for qualifying experience:					

Total Time: Identify the total time the Applicant spent on the project (start date to end date, in months)

% of time on Qualifying Activities: Identify the percentage of time spent performing qualifying activities during the total time.

Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the title on the proposed Design Build project as described in RFP Appendix A, and Part 3 Section 2.

Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

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FORM R-1**RISK RESPONSE STRATEGY NARRATIVES***Table R1: Route 50 Bridge over Cedar Swamp Creek – (completed example)*

<i>P#: Example</i>	<i>Risk Owner: NJDOT</i>
<i>Risk Statement:</i> Obtaining environmental permits that identify construction limitations for the Contractor.	
<i>Risk Response Strategies:</i> DB Team will follow the permit requirements provided in RFP.	
Note: Please expand risk response strategies text/narrative form areas as necessary.	

Table R1: Route 50 Bridge over Cedar Swamp Creek Risk Response Strategy Narratives – (for Proposer to complete)

<i>P#: 2</i>	<i>Risk Owner: DB Firm</i>
<i>Risk Statement:</i>	
<i>Risk Response Strategies:</i>	

<i>P#: 3</i>	<i>Risk Owner: DB Firm</i>
<i>Risk Statement:</i>	
<i>Risk Response Strategies:</i>	

<i>P#: 6</i>	<i>Risk Owner: DB Firm</i>
<i>Risk Statement:</i>	
<i>Risk Response Strategies:</i>	

<i>P#: 7</i>	<i>Risk Owner: DB Firm</i>
<i>Risk Statement:</i>	
<i>Risk Response Strategies:</i>	

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P#: 8	Risk Owner: DB Firm
Risk Statement:	
Risk Response Strategies:	

P#: 9	Risk Owner: DB Firm
Risk Statement:	
Risk Response Strategies:	

P#: 10	Risk Owner: DB Firm
Risk Statement:	
Risk Response Strategies:	

P#: 11	Risk Owner: DB Firm
Risk Statement:	
Risk Response Strategies:	

P#: 12	Risk Owner: DB Firm
Risk Statement:	
Risk Response Strategies:	

P#: 13	Risk Owner: DB Firm
Risk Statement:	
Risk Response Strategies:	

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<i>P#: 14</i>	<i>Risk Owner: DB Firm</i>
<i>Risk Statement:</i>	
<i>Risk Response Strategies:</i>	

<i>P#: 15</i>	<i>Risk Owner: DB Firm</i>
<i>Risk Statement:</i>	
<i>Risk Response Strategies:</i>	

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FORM R-2**ADDITIONAL RISK IDENTIFICATION AND ASSESSMENT****Table R2: Route 50 Bridge over Cedar Swamp Creek Additional Risk Identification and Assessment:**

(Proposer to complete – no more than 10)

Risk #:
Additional Risk Name/Statement:
Describe the impact that this risk could have on the project. Indicate a risk impact of high, medium, or low to cost, scope, schedule, and quality:
Identify the perceived risk owner(s):
Proposer's Risk Response Strategies:

Risk #:
Additional Risk Name/Statement:
Describe the impact that this risk could have on the project. Indicate a risk impact of high, medium, or low to cost, scope, schedule, and quality:
Identify the perceived risk owner(s):
Proposer's Risk Response Strategies:

Risk #:
Additional Risk Name/Statement:
Describe the impact that this risk could have on the project. Indicate a risk impact of high, medium, or low to cost, scope, schedule, and quality:
Identify the perceived risk owner(s):
Proposer's Risk Response Strategies:

Risk #:
Additional Risk Name/Statement:

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Describe the impact that this risk could have on the project. Indicate a risk impact of high, medium, or low to cost, scope, schedule, and quality:
Identify the perceived risk owner(s):
Proposer's Risk Response Strategies:

Risk #:
Additional Risk Name/Statement:
Describe the impact that this risk could have on the project. Indicate a risk impact of high, medium, or low to cost, scope, schedule, and quality:
Identify the perceived risk owner(s):
Proposer's Risk Response Strategies:

Risk #:
Additional Risk Name/Statement:
Describe the impact that this risk could have on the project. Indicate a risk impact of high, medium, or low to cost, scope, schedule, and quality:
Identify the perceived risk owner(s):
Proposer's Risk Response Strategies:

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Risk #:
Additional Risk Name/Statement:
Describe the impact that this risk could have on the project. Indicate a risk impact of high, medium, or low to cost, scope, schedule, and quality:
Identify the perceived risk owner(s):
Proposer's Risk Response Strategies:

Risk #:
Additional Risk Name/Statement:
Describe the impact that this risk could have on the project. Indicate a risk impact of high, medium, or low to cost, scope, schedule, and quality:
Identify the perceived risk owner(s):
Proposer's Risk Response Strategies:

Risk #:
Additional Risk Name/Statement:
Describe the impact that this risk could have on the project. Indicate a risk impact of high, medium, or low to cost, scope, schedule, and quality:
Identify the perceived risk owner(s):
Proposer's Risk Response Strategies:

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Risk #:
Additional Risk Name/Statement:
Describe the impact that this risk could have on the project. Indicate a risk impact of high, medium, or low to cost, scope, schedule, and quality:
Identify the perceived risk owner(s):
Proposer's Risk Response Strategies:

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FORM RFC
REQUEST FOR CHANGE

In accordance with ITP Section 1.15, complete the following if requesting a change for either a member of the Design-Build Team or the Key Personnel identified in the submitted Statement of Qualifications. Also, attach the required justification information as specified in ITP Section 1.15. Use a single Form RFC for each change requested. All requests must be approved by the Department. If approved, include a copy of the approved Form RFC, and accompanying information described in ITP Section 1.15 with the Proposal, Volume 1, Section 3.

Proposer: _____

Contract No: _____

A: Requesting a change in a member of the Design-Build team

Name of firm submitted in the SOQ: _____

Role in Design-Build team: _____

Name of substitute firm: _____

B: Requesting a change in Key Personnel

Name of Key Personnel submitted in the SOQ: _____

Title of individual for this project: _____

Name of substitute individual: _____

C: For NJDOT use

Date Received: _____

Name of NJDOT Reviewer: _____

Title: _____

___ Request Approved ___ Request Rejected

Signature of NJDOT Reviewer: _____

Date of Review: _____

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FORM SA
STIPEND AGREEMENT

NJDOT CONTRACT NO.:

PIN:

PROJECT: Stipend Agreement for the Preparation & Submission of the Design Build Proposal for Route 50 Bridge over Cedar Swamp Creek

This Stipend Agreement ("Agreement") is entered into between New Jersey Department Of Transportation ("NJDOT") having its principal principle office at 1035 Parkway Ave, Trenton, NJ, 08625, and _____, having its principal office at _____ ("Proposer").

WHEREAS, the NJDOT is currently procuring a design-build contract (the "Contract") for the _____ Project (the "Project");

WHEREAS, the Proposer submitted a proposal ("the Proposal") in response to the Request for Proposals issued by NJDOT on _____, as amended by any addenda (as amended, the "RFP");

WHEREAS, the RFP provides for the payment of a stipend to unsuccessful proposers who submit a proposal that meet certain conditions set forth below; and

WHEREAS, the Commissioner of Transportation, under the powers vested in him by law and as set forth in N.J.S.A. 27:1A-5, N.J.S.A. 27:7-21, and the he "Design-Build Construction Services Procurement Act", New Jersey A-1285, approved April 30, 2021 (the "Design-Build Act") (N.J.S.A. 52:35B-1 through -10) has determined that it is in the NJDOT's best interest to enter into this Agreement; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT. The Agreement consists of the following in the following descending order of precedence:

1. Agreement Form – this document titled "Stipend Agreement"
2. RFP Part 2 Design-Build Division 100 General Provisions Sections 107.01 to .10 and 107.15 are made applicable to this Stipend Agreement as if fully set forth herein.

ARTICLE 2. PROVISION FOR PAYMENT.

A) The Stipend will be paid by the NJDOT to the Proposer only under the circumstances specified in this Article 2. The Proposer will not be entitled to payment of any Stipend Amount if the Proposal fails to:

- 1) Achieve a rating of “pass” on all Pass/Fail Evaluation Factors found in the RFP for the Project; or
- 2) Meet or exceed the minimum qualifying quality based evaluation threshold as required in the RFP.

B) The Proposer will not be entitled to payment of any Stipend Amount if the Proposer has filed an unsuccessful protest of the procurement process, award or cancellation of the procurement. In addition, as a condition of accepting payment of any Stipend Amount, the Proposer agrees to not file any protest of the procurement process, award, or cancellation of the procurement after accepting payment of the Stipend.

C) The Proposer will not be entitled to payment of any Stipend Amount if the Proposer fails to submit an invoice in accordance with 2(D), below, or fails to provide satisfactory evidence substantiating its Qualified Costs (as defined in 2(E), below) in accordance with (D), below.

D) In order to receive payment of the Stipend Amount, the Proposer shall submit to NJDOT: two copies of a single invoice for its proposed Stipend Amount, and two copies of all documentation required under (E), below, not later than 20 calendar days after the Best-Value Selection announcement. If the NJDOT disagrees with the proposed Stipend Amount set forth in the Proposer's initial invoice, NJDOT will notify the Proposer in writing of its determination of the appropriate Stipend Amount based on its review of the Proposer's substantiated costs, and the Proposer shall submit a revised invoice to NJDOT within 14 days following receipt of any such notice.

E) The Proposer shall maintain written records substantiating all Qualified Costs in sufficient detail to permit a proper audit thereof. Such records shall be made available for audit or verification of Qualified Costs upon request of NJDOT at the time of this Agreement and for three years after final payment of the Stipend Amount is made. “Qualified Costs” shall comprise the direct costs and overhead costs that are allowable and reasonable, and incurred by the Proposer, the Proposer's team, or third-parties acting at the direction of the Proposer in the production of the Work Product. Examples of qualified costs (subject to limitations of any other contract stipulations such as limits on hourly rates or not to exceed Government travel rates) can include the following:

- Compensation of employee's time charges related to preparation of the Proposal;
- Cost of materials acquired, consumed, or expended related to preparation of the Proposal;
- Cost of equipment utilized related to preparation of the Proposal; and
- Travel expenses incurred related to preparation of the Proposal.

The overhead rate applied to the Stipend calculation shall be equal to the Proposer's current audited rate on file with the NJDOT. An overhead rate of X% will be applied for firms with no current rate on file. Unallowable Proposer costs are described in 48 C.F.R. Part 31. The Proposer shall submit to NJDOT copies of all substantiating documentation of Qualified Costs concurrently with the submission of its invoice for the Stipend Amount, and at any other time upon NJDOT's request. Failure of the Proposer, the Proposer's team, or third-parties acting at the

New Jersey Department of Transportation

direction of the Proposer to maintain and retain sufficient records to allow audit or verification of Qualified Costs, or failure to allow NJDOT or its agents access to the same, shall constitute a waiver of the right to any payment of a Stipend, and any Stipend Amount paid to the Proposer under this Agreement shall be immediately returned to the NJDOT.

F) The Proposer must execute this Stipend Agreement and provide the NJDOT with the documents required by Article 2(d) no later than 20 days after the Proposal Due Date.

G) A failure by any Proposer to comply with Article 2(F) constitutes a waiver to the right to any payment of a Stipend

H) Subject to the requirements and limitations set forth herein, the NJDOT shall pay to the Proposer, and the Proposer agrees to accept as full compensation for its Work Product, an amount (the "Stipend Amount") equal to 50% of the Proposer's total Qualified Costs, as substantiated in accordance with (D) & (E), above, not to exceed \$125,000.

ARTICLE 3. PAYMENT OF STIPEND AND WAIVER OF CLAIMS.

A) Acceptance by the Proposer of payment of the Stipend Amount from the NJDOT shall constitute a waiver by the Proposer of any and all rights, equitable or otherwise, to bring any claim or protest against either of NJDOT or the State of New Jersey, or any of their officers, directors, agents, employees, representatives or advisers and their successors and assigns, in connection with the procurement of the Project, including, without limitation, the procurement process, any award of the Contract or any cancellation of the procurement.

ARTICLE 4. NJDOT'S PROJECT MANAGER. The following person, or his/her successor, is NJDOT's Project Manager:

Name: _____

Title: Project Manager

Address: _____

Phone: _____

Email: _____

ARTICLE 5. PROPOSER'S PERSONNEL. The following person, or his/her successor, is the Proposer's Authorized Representative:

Name: _____

Address: _____

Phone: _____

Email: _____

ARTICLE 6. MISCELLANEOUS TERMS.

A) All of the Proposer's team members and subcontractors shall be bound by the same provisions of this Agreement as the Proposer. All agreements between the Proposer, Proposer's team members, and/or subcontractors shall include provisions effectuating this term, and all such agreements shall be subject to review by NJDOT.

B) Proposer may neither assign this Agreement nor transfer any rights or obligations under this Agreement without the prior consent of the NJDOT and any such purported assignment or delegation shall be null and void and of no force or effect.

C) Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties that executed and approved this Agreement, or their successors.

D) If NJDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or NJDOT's right to subsequently enforce it. Should any provision of this Agreement be found unenforceable or invalid by a court of competent jurisdiction, that provision will be severed and the remainder of this Master License Agreement will continue in full force and effect.

E) This Agreement and the rights and obligations of the Parties shall be interpreted, construed, and enforced in accordance with the laws of the State of New Jersey, including, but not limited to, the New Jersey Contractual liability Act, N.J.S.A. 59:13-1, et seq. and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

F) This Agreement represents the entire and integrated agreement between the Parties with regard to the stipend and supersedes all prior negotiations, representations, and agreements, whether written or oral.

G) All confidentiality provisions of the RFP shall continue to apply to the Proposer.

F) This Agreement does not create in any individual or entity, the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties and shall insure solely to the benefit of the Parties.

G) Notwithstanding anything to the contrary contained herein, the Parties specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Subrecipient or the State with respect to any of the covenants or conditions of this Agreement.

H) This Agreement may be executed with electronic signatures and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures. The Parties agree to accept and submit electronic signatures in connection with this MOU.

I) The preambles of this Agreement are incorporated as though set forth herein verbatim.

ARTICLE 7. POWER TO EXECUTE AGREEMENT

The undersigned representative of the Proposer certifies that they have full and complete authority to bind the Proposer, the Proposer's team members, and subcontractors to all terms and conditions of this Agreement, and that by executing the Agreement does so bind such entities.

IN WITNESS WHEREOF, this Contract No DB-001. has been executed by the STATE, acting by and through the Commissioner of Transportation, and the PROPOSER has duly executed this Agreement effective the day and year first above written.

WITNESS:

PROPOSER NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WITNESS:

**NEW JERSEY DEPARTMENT OF
TRANSPORTATION**

By: _____

By: _____

Anika James
Department Secretary
New Jersey Department of Transportation

Name: _____

Title: _____

Date: _____

Date: _____

This Agreement has been reviewed and
approved as to form for the NJDOT

MATTHEW J. PLATKIN
Attorney General of New Jersey

By: _____

Name: _____

Title: Deputy Attorney General

Date: _____

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FORM SCD

SCHEDULE OF CONTRACT DURATIONS

Table SCD - 1

OVERALL PROJECT COMPLETION			
ACTIVITY	DURATION (Calendar Days past NTP)	PROJECTED COMPLETION DATE (MM/DD/YYYY)	LIQUIDATED DAMAGES AMOUNT (PER DAY) (See Note 3)
PROJECT COMPLETION (See Notes 1, 3)			

Table SCD - 2

INTERIM COMPLETION MILESTONE			
MILESTONE (See Notes 2, 4)	DURATION (Calendar Days past NTP)	PROJECTED COMPLETION DATE (MM/DD/YYYY)	LIQUIDATED DAMAGES AMOUNT (PER DAY) (See Note 4)
ALL TRAFFIC PERMANENTLY TRANSFERRED ONTO THE NEW (BRIDGE STRUCTURE / ROADWAY / OTHER) (See Note 8)			

Table SCD-3

IMPACTS TO TRAFFIC				
PROJECT COMPONENT	NUMBER OF ACTUAL TRAFFIC IMPACT DAYS (See Note 6)	TRAFFIC IMPACT DURATION (CONSECUTIVE CALENDAR DAYS) (See Note 6)		LIQUIDATED DAMAGES AMOUNT (PER DAY) (See Note 5)
		START DATE	# OF DAYS	
		END DATE		
SUM TOTAL		-		-

Notes:

- 1.) The Project Completion Date shall be defined by the number of calendar days past NTP as proposed by the successful Proposer and agreed to by the Department. Project Completion for the purposes of this Form SCD is defined as all construction activities completed, no additional impacts to traffic, and complete demobilization from the work site(s). Remaining paperwork (i.e. As-Builts, close-out documentation, payments) may occur after the Project Completion date for the purposes of this Form SCD.
- 2.) The Interim Completion Milestone Dates, shall be defined by the number of calendar days past NTP as proposed by the successful Proposer and agreed to by the Department.
- 3.) Liquidated Damages will be assessed, in the amount indicated, for failure to achieve Project Completion by the Project Completion Date.
- 4.) Liquidated Damages will be assessed, in the amount indicated, for failure to achieve the Interim Completion Milestone.
- 5.) Liquidated Damages will be assessed for each calendar day traffic is impacted, at each site, in excess of the number of Traffic Impact Days indicated in Table SCD-3 and/or for each day that traffic is impacted in excess of the Traffic Impact Duration indicated in Table SCD-3.
- 6.) Indicate the number of Traffic Impact Days and the Traffic Impact Duration for each site and sum both columns.

Traffic Impact Day means any day, or part of a day, on which the number and/or width of travel or turning lanes on a given roadway or structure are reduced from the existing number and/or width, or any day on which traffic is detoured (either off-site or on-site with the introduction of additional traffic signals, stop signs, yield signs, and/or turning movement restrictions) from a given roadway or structure. Shoulder or Parking Lane closure(s) only do not constitute a Traffic Impact Day.

Traffic Impact Duration means the number of consecutive Calendar Days between the date of the first Traffic Impact Day for a given roadway or structure and the date of the last Traffic Impact Day for that roadway or structure.
- 7.) An Early Completion Bonus will be paid for: each calendar day work is completed in advance of the Overall Project Completion date submitted by the Design-Builder; each calendar day work is completed in advance of the Interim Completion Milestone Date(s) submitted by the Design-Builder; and each calendar day work is completed less than the Number of Actual Traffic Impact Days submitted by the Design-Builder. Such Bonuses shall be based on the durations/number of days listed in Tables SCD-1 SCD-2 and SCD-3, subject to the daily bonus amounts and maximum bonus amounts listed in SP-6.
- 8.) "All traffic permanently transferred onto the new bridge structure/roadway/other" means no additional lane or shoulder closures in the specified direction of the new structure, including auxiliary lanes.

The Proposer commits to meet the Contract Durations specified above.

PROPOSER	
SIGNED	
DATE	
NAME (printed or typed)	
TITLE	

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FORM SDP
SCHEDULE OF PROPOSED DBE/ESBE/SBE
PARTICIPATION

List proposed DBE/ESBE/SBE participation by indicating percentages of the contract value that are anticipated for each 3-month interval over the duration of the contract. Total DBE/ESBE/SBE participation should agree with Forms LDB – Tables 1 & 2.

Add additional rows to the table, as necessary, to correlate with the project completion date.

PROPOSER		
Time Interval (Beginning at Notice to Proceed)	DBE/ESBE/SBE NAICS Codes (To be utilized during interval)	Anticipated Participation (% of Contract Value to nearest 0.1%)
0 – 3 months		
4 – 6 months		
7 – 9 months		
10 – 12 months		
13 – 15 months		
16 – 18 months		
19 – 21 months		
22 – 24 months		
25 – 27 months		
28 – 30 months		
31 – 33 months		
34 – 36 months		
Etc.		

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FORM PP
PRICE BID COVER SHEET

PROPOSER	
-----------------	--

This Price bid is submitted in response to the Request for Proposals, dated June 2025, as amended by any Addenda, and includes the following:

- Section 1: Form PP, Price bid Cover Sheet.
Section 2: Form SP, Schedule of Prices;
Form WPS, Work Payment Schedule
Section 3: Proposal Bond (Form PB).

The Proposer(s) signing below acknowledge that the prevailing wage rate is accounted for in the price bid proposal by the proposer(s) and that if awarded the contract, all workers employed in the design-build project shall be paid at least the prevailing wage determined by the Commissioner of the Department of Labor and Workforce Development, pursuant to the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

Proposer's Signature	Representing	Date

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FORM SP

SCHEDULE OF PRICES

Proposer: _____

Item #	Item Name	Price (1)
104240	Design Build – Construction Work - Bridge	
104241	Design Build – Construction Work	
104230	Design Build – New Work	\$XXX,000.00
	Subtotal A	
154010	Design Build – Site Mobilization (Maximum 4% of Subtotal A)	
	Subtotal B (Sum of Subtotal A and Site Mobilization)	
104200	Design Build – Design Services	
104210	Design Build – Construction Inspection Services	
104220	Design Build – Quality Control Services	
	PRICE BID	

Notes:

- 1.) Proposers shall complete Form SP using the excel spreadsheet located on the Department's Project web site.
- 2.) Subtotal B will be the value used to *calculate* the 30% Prime/DB self work requirement.

Instructions:

- 1.) Enter Lump Sum Price for each Price Item in the white, non-shaded, cells.

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FORM WPS
WORK PAYMENT SCHEDULE

WORK PAYMENT SCHEDULE NO. 1	MAXIMUM PERCENT OF LUMP SUM PRICE	PERCENT OF LUMP SUM PRICE (To be completed by D-B) ⁽¹⁾
	X%	
	X%	
	X%	
	X%	
	X%	
	X%	
	X%	
	X%	
	X%	

- (1) Percent of Lump Sum Price to be completed by Proposer. Total percent for all Work Items shall equal 100%
- (2) Subsequent to Selection of Best Value, the Design-Builder may submit to the Department a more detailed Work Payment Schedule which breaks individual work items into multiple stages, for the Department's review and acceptance. However, the sum of the percentages proposed for each stage shall equal the percentage for that work item submitted by the Design-Builder included on Form WPS, and in no case shall the payment for any individual stage be more than 50% nor less than 10% of the total percentage bid for that work item.
- (3) Payment will be verified through the CPM Cost Loaded schedule per Request for Proposals Part 5.

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FORM PB
PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____
(Name of Contractor / Proposer)

(Address)
(hereinafter called the "Principal") and the _____
a corporation created and existing under the laws of the State of _____, having its
principal office in the City of _____ and authorized as a surety in the State of New
Jersey (such surety or Co-sureties are hereinafter called the "Surety"), are held and firmly
bound unto The People of the State of New Jersey (hereinafter called the "State"), in the full just
sum of [Fifty Percent (50%) of Attached Price bid], good and lawful money of the United States
of America, for the payment of which said sum of money, well and truly to be made and done,
the said Principal binds themselves (himself/herself, itself), their (his/her, its) heirs, executors
and administrators, successors and assigns, and the said Surety binds itself, its successors and
assigns jointly and severally, firmly by these presents:

WHEREAS, the said Principal has submitted to the Commissioner of Transportation of
the State of New Jersey, a proposal for _____
(Project Description), and

WHEREAS, under the terms of the Laws of the State of New Jersey as above indicated,
the said Principal has filed or intends to file this bond to guarantee that the Principal will execute
all required contract proposal documents and furnish such faithful performance or other bonds
as may be required by law in accordance with the terms of the Principal's said proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the said
Principal shall promptly execute and submit, and the Commissioner of Transportation shall
accept, all required contract proposal documents including such faithful performance bond or
other bonds as may be required by law in accordance with the terms of the Principal's said
proposal, then this obligation shall be null and void, otherwise to remain in full force and virtue.

In case of multiple or co-sureties, the Co-Sureties agree to empower a single
representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond,
so that the Department will have no obligation to deal with multiple sureties hereunder. All
correspondence from the Department to the Co-Sureties and all claims under this Bond shall be
sent to such designated representative, and all correspondence so sent shall be deemed to
have been sent to all Co-Sureties. The Co-Sureties also agree to designate a single agent for
service of process with respect to any actions on this Bond, which agent shall either be a natural
person or a corporation qualified to act as an agent for service of process under the laws of the
State of New Jersey. The designated representative and agent for service of process may be
changed only by delivery of written notice (by personal delivery or by certified mail, return
receipt requested) to the Department designating a single new representative and/or agent,
signed by all of the Co-Sureties. The initial representative shall be:

(Name of Representative)

(Address)

(City, State, Zip)

New Jersey Department of Transportation

and the initial agent for service of process shall be:

(Name of Initial Agent)

(Address)

(City, State, Zip)

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its authorized officer.

Signed and delivered this ____ day of _____ 20____ in the presence of:

(Company)

By _____) Principal
(Signature)

(Title of Authorized Officer)

(Company)

By _____) Surety (or Co-Surety)
(Signature)

(Title of Authorized Officer)

(Company)

By _____) Co-Surety
(Signature)

(Title of Authorized Officer)

(Company)

By _____) Co-Surety
(Signature)

(Title of Authorized Officer)

(The Surety Company shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company to the bond(s).)

(Acknowledgment of principal, unless it be a corporation)

STATE OF NEW JERSEY ss.:

COUNTY OF _____

On this ____ day of _____ 20 ____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

New Jersey Department of Transportation

Notary Public

(Acknowledgment of principal, if a corporation)

STATE OF NEW JERSEY ss.:

COUNTY _____

On this ____ day of _____ 20 ____, before me personally came _____ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in _____ that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Notary Public

(Acknowledgment of contractor, if a limited liability company)

STATE OF NEW JERSEY ss.:

COUNTY OF _____

On this ____ day of _____ 20 ____, before me personally came _____ to me known, and known to me to be the person who being duly sworn, did depose and say that he/she resides in _____; that he/she is the duly authorized member of the limited liability company described in and which executed the foregoing instrument; and that he/she executed the foregoing instrument on behalf of the limited liability company for the purposes set forth therein as the act and deed of said limited liability company.

Notary Public

(Acknowledgment of Surety Company)

STATE OF NEW JERSEY ss.:

COUNTY OF _____

On this ____ day of _____ 20 ____, before me personally came _____ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in _____. that he/she is the _____ of _____ the corporation described in the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Notary Public

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New Jersey
Department of Transportation



<PROJECT TITLE>

<UNIQUE IDENTIFIER>

<CONTRACT NUMBER>

**CONTRACT DOCUMENTS
REQUEST FOR PROPOSALS**

INSTRUCTIONS TO PROPOSERS (ITP)

**APPENDIX F CONFLICT OF INTEREST
POLICY**

DRAFT <DATE>

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APPENDIX F TO INSTRUCTIONS TO PROPOSERS (ITP)

CONFLICTS OF INTEREST POLICY

1 POLICY STATEMENT

The Department's conflict of interest policy is intended to:

- A. Protect the integrity, transparency, competitiveness, and fairness of the project development, planning, procurement, design, and construction processes,
- B. Avoid circumstances where a Proposer obtains or appears to obtain an unfair competitive advantage,
- C. Ensure that the Department receives assistance that is free from potential conflict or bias,
- D. Provide guidance regarding potential conflicts of interest,
- E. Ensure compliance with applicable legal requirements, and
- F. Protect the interests of the Department and the People of the State of New Jersey.

All Proposers, Design-build team members, consultants, contractors, and subcontractors must disclose all potential conflicts as set forth herein and in Conflicts Questionnaires and comply with Part 2 109.12 Ethics Standards and Conflicts of Interest. An undisclosed, later-discovered conflict of interest, even in the absence of verifiable harm, may result in the revocation of a contract.

2 TYPES OF CONFLICTS

There are two primary types of conflict that can arise in the context of a Design-Build procurement. The first, individual conflict of interest, involves instances where a person involved in the decision to award a contract has an interest in the outcome of that procurement, or where a former Department employee is working on behalf of a Proposer. The second, organizational conflict of interest, occurs when a Proposer has a potential unfair competitive advantage, or is potentially unable to give impartial assistance or advice to the Department.

2.1 INDIVIDUAL CONFLICTS

There are two types of individual conflicts of interests.

- A. The first involves instances where a person involved in the procurement process on behalf of the Department, including the drafting of RFQs and RFPs and decisions about additional costs under contracts, has a financial interest or personal relationship that could impair that person's ability to act impartially and in the Department's best interest, and

- B. The second involves former Department employees now working on behalf of entities soliciting business, as addressed in Part 2 109.12 and Section 5.0 Conflicts of Interest and NJDOT Code of Ethics.

2.2 ORGANIZATIONAL CONFLICTS

There are three situations where organizational conflicts of interest arise:

- A. The first situation – “unequal access to information” – is one in which a Proposer’s team member has had access to nonpublic information as part of its performance of a public works project, and where that information may provide the Proposer with an unfair advantage in competition for the Contract at issue,
- B. The second situation – “biased ground rules” – is one in which a Proposer’s team member, as part of its performance of a public works project, has helped set the project requirements for the contract at issue. An example of this would be if a Proposer’s team member helped draft the RFP. These situations could also involve team members that have a special knowledge of the agency’s future requirements for the Contract, and thus those individuals, the entities they work for, and their affiliates also have an unfair advantage in the competition, and
- C. The third situation – “impaired objectivity” – is one in which a Proposer’s team member’s work under a public works project could entail its evaluating its own work or the work of an affiliate through, for example, an assessment of performance under a contract, or an evaluation of proposals.

3 DESIGN-BUILD CONFLICT OF INTEREST PROCEDURE

The Department will endeavor to identify potential conflict of interest issues as early in the project development process as possible. Participants in the developmental stages of a project should carefully consider the possibility that their work on the Project’s development may preclude them from later work on the same or related projects. In addition to the Department’s efforts to identify potential conflicts of interest, Proposers and their team members have an affirmative duty to identify potential conflicts of interest and bring them to the attention of the Department.

The Department’s Design-Build conflict of interest procedure is as follows:

- A. Prior to the advertisement of the project, the Department will review the work done to date on the project by all consultants and subconsultants,
- B. The information regarding prior work will be reviewed by a three-person panel (the “Panel”), consisting of one person each from the Department’s legal, contracting, and

engineering groups. No member of the Panel may be tasked with evaluating or recommending proposers for the contract at issue,

- C. The Panel will draft a written report, to be provided to each potentially conflicted entity among the aforementioned consultants and subconsultants, setting forth its preliminary findings regarding potential conflicts,
- D. The Panel's written report of its preliminary findings resulting from its initial review of work done on the project prior to its announcement will be provided only to potentially conflicted entities. Absent a written request, no notification will be provided where the Panel's preliminary findings do not indicate the presence of a potential conflict of interest,
- E. Within 7 days of receiving notification of the Panel's preliminary findings, the potentially conflicted entity may submit any and all information or basis for disagreement, in writing, that it wishes the Panel to consider in making its final decision. The submission must be emailed to the contact person identified in the statement of preliminary findings, and must set forth the entirety of the potentially conflicted party's reasoning regarding the conflict, including any proposed mitigation measures. At its discretion, the Panel may decide to meet with the potentially conflicted entity to discuss the conflict,
- F. The Panel will issue a written report setting forth the Department's final determination, within a reasonable period of time, of receiving the notification of disagreement, and
- G. The Panel will complete its initial review of work done on the project prior to any solicitation of qualifications or proposals.

At any time after the advertisement of the project, during the time Design-build teams are being assembled, or later in the procurement or contracting process – potential Design-build team members may proactively seek an opinion from the Department, to be made by the Panel, regarding a potential conflict of interest. Proposers and team members may communicate with the Panel regarding conflicts of interest during the procurement period.

At each subsequent stage in the procurement process – RFQ, RFP, etc. – Proposers and Design-build team members shall fill out a Conflicts Questionnaire and, if they self-identify a potential conflict, propose potential mitigation steps. The Proposer must provide all details of the potential conflict of interest and the proposed mitigation methods in its submission. Proposers should undertake reasonable due diligence, including conflict searches, to determine whether actual, potential or perceived conflicts of interest exist. Due diligence should extend to investigation of past relationships and to officers, directors, and other employees of the Proposer and its proposed Design-build team members. The Conflicts Questionnaires, regardless of whether they self-identify a potential conflict, will be forwarded to the Panel for review. The Panel will follow the above procedures if at any time during the procurement or duration of the contract the Panel identifies a potential conflict.

Each Proposer and Design-build team member will be required to promptly update the Conflicts Questionnaire as changes occur in subcontractors, Key team members, ownership of team members, or other circumstances potentially impacting conflicts. The successful Proposer will be required to update the Conflicts Questionnaire throughout the duration of the contract.

The Department will award the contract using the Best value selection process unless a conflict of interest is determined to exist that cannot be avoided, neutralized, mitigated, or otherwise resolved.

4 FACTORS FOR EVALUATING CONFLICTS

In evaluating conflicts, and particularly when considering possible mitigation measures, the Department must balance conflict concerns with the need to promote competition in the procurement process. Specifically, the factors that affect conflict of interest issues include:

- A. The type of conflict at issue,
- B. The circumstances of the procurement, and
- C. The services needed by the Department.

4.1 INDIVIDUAL CONFLICTS OF INTEREST

In the context of individual conflicts of interest, former Department employees are prohibited from participating on projects that were under development at the time of the employee's departure.

4.2 ORGANIZATIONAL CONFLICTS OF INTEREST

Guidance with regard to organizational conflicts of interest and mitigation strategies is available in 23 C.F.R. § 636.116.

With regard to unequal access to information conflicts, when evaluating an instance where a firm did prior work on the Design-Build project, the prior work and the access to nonpublic information will be reviewed to determine the significance of the involvement. Examples of competitively useful information include source selection information and insights into a solicitation's requirements. The consideration is whether the information is competitively useful and if it provides an unfair advantage.

With regard to biased ground rules organizational conflicts, the primary concern is work on the RFP. A conflict would arise if an entity that helped develop the RFP later interpreted the same document. Similarly, there could be the appearance that a firm drafted the RFP to aid its chances of being awarded the contract. The relevant concern is not just whether the firm drafted specifications that were included in the RFP, but whether the firm was in a position to affect competition, intentionally or not, in its favor.

In the context of impaired objectivity organizational conflicts, the question is not whether the individual or entity involved actually gave biased assessments or otherwise demonstrated a lack of objectivity. The question is whether a reasonable person would find that objectivity could be impaired by a conflict of interest, regardless of what transpires.

5 CONFLICTS OF INTEREST AND NJDOT CODE OF ETHICS (REVISED 11-2017 AND 10-10-18)

Each Vendor agrees to abide by all applicable State and Federal laws concerning conflicts of interest including, but not limited to, the requirements set forth by 23 C.F.R. 1.33 and 23 C.F.R. 172.7(4). The Vendor shall further abide by the NJDOT's Code of Ethics for Vendors, as set forth more fully below:

The New Jersey Department of Transportation (NJDOT) considers the maintenance of public trust and confidence essential to its proper functioning. Vendors must be notified of their responsibilities concerning their relationship with Special State Officers or employees and State officers or employees. Executive Order 189 (Kean 1988). Accordingly, NJDOT has adopted this Code of Ethics for Vendors.

"Vendor" means any general contractor, subcontractor, consultant, supplier, lessor, person, firm, corporation, association or organization providing goods and/or services or seeking to do business with the NJDOT, including the Design-builder and Proposer. Vendors who supply goods or services, or are seeking to provide goods and services, to NJDOT, must adhere to the standards set forth in this Code of Ethics to avoid conflicts of interest.

This Code of Ethics, originally adopted on December 16, 1987, is based upon the principles established in Executive Order 189 (Kean 1988), the Conflict of Interest Law, and the Uniform Ethics Code and has been established pursuant to the authority of N.J.S.A. 27:1A, et seq. The Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq., and Uniform Ethics Code which, while not strictly applicable to contractors, prohibit certain actions by State officers or employees and Special State officers or employees when interacting with vendors.

This Code of Ethics is included in each Request for Proposal (RFP) promulgated by the NJDOT and incorporated by reference in every contract and agreement to which the NJDOT is a party. It shall be distributed to all parties who presently do business with NJDOT and posted on the NJDOT's website.

1. No vendor shall employ any NJDOT officer or employee who performs purchasing functions for NJDOT. N.J.A.C. 16:44-11.1(b)(3); Executive Order 189 (Kean 1988).
2. No vendor shall sell or provide any interest in the business of the vendor to any NJDOT officer or employee who performs purchasing functions for NJDOT. N.J.A.C. 16:44-11.1(b)(3); Executive Order 189 (Kean 1988).
3. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee in his or her official capacity in any manner which might tend to impair the

objectivity or independence of judgment of that NJDOT officer or employee. N.J.A.C. 16:44-11.1(b)(5); Executive Order 189 (Kean 1988).

4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person. N.J.A.C. 16:44-11.1(b)(6); Executive Order 189 (Kean 1988).
5. No vendor shall offer any NJDOT officer or employee, his/her spouse, immediate family member, partner or associate any gift, favor, service or other thing of value related in any way to the State official's public duties. N.J.S.A. 52:13D-24; N.J.A.C. 16:44-11.1(b)(1); Uniform Ethics Code, Section III, page 6; Executive Order 189 (Kean 1988). This includes, but is not limited to, meals, discounts on goods and services, tickets to events, and clothing.

There exist certain narrow exceptions to the State of New Jersey's zero tolerance policy on the acceptance of gifts. A NJDOT officer or employee may accept the following items of minimal or nominal value.

- a. Snacks of minimal monetary value, such as coffee or donuts, provided during the course of a meeting, conference or other occasion where the officer or employee is properly in attendance.
 - b. Unsolicited small items of nominal value such as pens, pencils, or other trivial logo items that are offered to the general public.
 - c. A trophy, plaque or certificate.
6. Vendors who violate this code may be subject to debarment procedures set forth at N.J.A.C. 16:44-11.1 et seq.

This Code of Ethics shall supplement, not replace, Executive Order 189 (Kean 1988), N.J.S.A. 52:13D-12, et seq., N.J.A.C. 19:61-1.1, et seq.; and Uniform Ethics Code (February 2011).

Please also see the New Jersey Department of the Treasury's "Business Ethics Guide" (http://www.state.nj.us/treasury/purchase/ethics_guide.shtml) which provides a guide to ethical conduct for persons and/or entities doing business with the State. To the extent that there is any conflict between the NJDOT Code of Ethics for Vendors and Treasury's Business Ethics Guide, the latter shall govern.

Viewable online at:

<http://www.state.nj.us/transportation/business/procurement/ethics.shtml>

<http://njdotintranet.dot.state.nj.us/policy/ethics/pdf/vendcode.pdf>

Firms are advised to be aware of Post Employment restrictions for ex-NJDOT employees who are utilized for work under this Agreement. Failure to comply with this may result in disqualification from the Project.

Employ workers that have sufficient skill and experience to properly perform the work assigned to them. Do not engage or employ current Department employees or workers that would cause

the worker to be in violation of N.J.S.A. 52:13D-17. Do not engage or employ any former federal, state, or municipal worker who has been personally or individually debarred or subject to a forfeiture of public office pursuant to N.J.S.A. 2C:51-2.

Refer to NJSA 52:13D-17, which states:

No State officer or employee or special State officer or employee, subsequent to the termination of his office or employment in any State agency, shall represent, appear for, negotiate on behalf of, or provide information not generally available to members of the public or services to, or agree to represent, appear for, negotiate on behalf of, or provide information not generally available to members of the public or services to, whether by himself or through any partnership, firm or corporation in which he has an interest or through any partner, officer or employee thereof, any person or party other than the State in connection with any cause, proceeding, application or other matter with respect to which such State officer or employee or special State officer or employee shall have made any investigation, rendered any ruling, given any opinion, or been otherwise substantially and directly involved at any time during the course of his office or employment. Any person who willfully violates the provisions of this section is a disorderly person, and shall be subject to a fine not to exceed \$1000.00 or imprisonment not to exceed six months, or both.