

October 15, 2018

**SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2019 THROUGH 2022 (RFP #54559 – REVISED)**

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the "Authority") is seeking Proposals in response to a Request for Proposals (RFP) for Performance of Expert Professional Construction Management and Inspection Services as requested on a call-in basis during 2019 through 2022.

As part of this program, the Authority requests your Proposal for furnishing the subject services on a "call-in" basis during 2019-2022. The scope of services to be performed by you are set forth in Attachment A to the Authority's standard agreement (the "Agreement") included herewith. You should carefully review this Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of Proposals. At its discretion, the Authority may retain multiple firms for performance of the subject services.

**I. PROPOSER REQUIREMENTS:**

The Authority will only consider proposals from those firms able to demonstrate compliance with the following:

A. Firm Experience:

1. At least 35 individuals on staff who have demonstrated experience performing construction management and construction inspection services;
2. a Certificate of Authorization to practice Professional Engineering or Architecture in the States of New York or New Jersey.

B. Staff Experience:

Construction Inspection staff shall be experienced in performance of one or more of the following engineering categories: civil, structural, electrical and mechanical, and the staff must be comprised of:

1. at least seven (7) ACI Concrete Construction Special Inspectors;
2. at least two (2) Structural Steel and Bolting Inspectors who are ICC Certified

**II. PROPOSAL FORMAT REQUIREMENTS:**

To respond to RFP, the Proposer shall submit a concise Proposal in response to the following basic criteria:

- A. To be acceptable, this Proposal shall be no more than 20 single sided pages or 10 double sided pages, using 12 point or greater font size, not including resumes. Each resume shall be a maximum of two-pages single-sided or one-page double-sided, using 12 point or

greater font size. The page limit pertains only to Letters F and G in Section III, below. The Proposal pages shall be numbered and bound, or in a 3-ring binder, with **Your Firm Name** and **RFP Number 54559** clearly indicated on the cover.

- B. Separate each section of the Proposal with a tab divider that is labeled in accordance with the letter of the requirements specified below in Section III.
- C. All proposals must be delivered in sealed envelopes and/or packages. Address the Proposal to: The Port Authority of New York and New Jersey, 4 World Trade Center, 21<sup>st</sup> Floor, New York, NY 10007, Attention: RFP Custodian. You are requested to submit one (1) reproducible original and five (5) compact disc (CD) copies of your Proposal for review. USB Flash drives will not be accepted. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the CD(s).
- D. In each submission to the Authority, including any return address label, information on the CD and information on the reproducible original and copies of the proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.
- E. Your Proposal should be forwarded in sufficient time so that the Authority receives it **no later than 2:00 p.m. Eastern Time on Thursday, November 1, 2018**. The Authority reserves the right, over the term of this Program, and at the discretion of the Chief Engineer to keep this solicitation open, or to reissue it in order to expand the list of awarded firms. Firms that are not awarded an Agreement as a result of the initial review period may submit a new, complete Proposal for consideration during subsequent review periods. Firms that are awarded an Agreement will not be required to resubmit during subsequent review periods.
- F. The outermost cover of your submittal must be labeled to include the RFP Number and title as indicated in the "Subject" above. The Authority assumes no responsibility for delays caused by any delivery services.

If your Proposal is to be hand-delivered, note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority's offices. Individuals without proper identification will be turned away and their packages not accepted.

There is extensive security at the World Trade Center Site. You must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages, envelopes or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All packages, envelopes and boxes may be subject to additional security screening. There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. Express carrier deliveries by commercial vehicles will only be made via vendors approved by Silverstein Properties, the WTC Property Manager, through the Vehicle Security Center (VSC). Please note that use of the U.S. Mail does not guarantee delivery to Authority offices by the below listed due date for submittals. Proposers using the U.S. Mail are advised to allow sufficient delivery time to ensure timely receipt of their proposals. Presently, UPS is the only delivery vendor with approved recurring delivery times. UPS makes deliveries to 4 WTC around 9:30 a.m. each day. Please plan your submission accordingly. As additional express carriers may be

approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated. Under certain circumstances, a solicitation may allow for a commercial vehicle to be approved to make a delivery in accordance with the VSC procedures. If applicable, the specific solicitation document will include that information. The Port Authority assumes no responsibility for delays, including, but not limited to, delays caused by any delivery services, building access procedures, or security requirements.

### **III. SUBMISSION REQUIREMENTS:**

To respond to this RFP, provide the following information:

- A. In the front of your Proposal, provide a copy of Attachment B (Agreement on Terms of Discussion) signed by an officer of your company. If proposing as a joint venture, each firm in the joint venture must sign a copy of Attachment B.
- B. Complete a copy of Attachment C (Company Profile).
- C. Provide the "multipliers" referred to in subparagraph 9A of the accompanying Agreement, including a breakdown of said multiplier, indicating all of the multiplier's components (e.g. vacation, holiday, sick pay, workers' compensation, office rent, insurance, profit).
- D. Staff Qualifications and Experience
  - 1. Resumes, including technical qualifications, of all full-time engineering and technical personnel (including subconsultants, if any) of your firm who will be assigned to perform the requested services.
- E. Include the name(s), title(s) and hourly rate(s) that would be in effect at the start of the Agreement term (January 1, 2019 through December 31, 2019) for professional and technical personnel who will be assigned to perform any services requested. Indicate billing rates for partners or principals and actual hourly rates for all other billable employees. Provide a company policy for compensation for premium pay (i.e. holidays, shift differentials, regular days, weekends and night work or union required payments must be included. **Please use the provided attachment labeled "Exhibit I – Salary Schedule" as a template.** Typical job titles may include, but are not limited to, the following:
  - 1. Principal or Partner (Billing Rate)
  - 2. Professional Personnel (Actual Hourly Rate)
  - 3. Technical Personnel (Actual Hourly Rate)
- F. Firm Qualifications and Experience

While not a requirement, indicate how many, if any, engineers or architects your firm has on staff that are licensed in the states of New York or New Jersey.

Identify the experience of your firm in providing services similar to those contemplated herein. Identify comparable services performed during the last three (3) years, owners, contact information (for verification purposes), and indicate whether said projects were completed on schedule and within budget. **Indicate if any of the said projects were in the Greater New York/New Jersey Metropolitan Area.**

## G. Management Approach

Provide your proposed management approach to performing the required services, being responsive to the client's needs, keeping the client apprised of the project status, and to ensuring the quality of the work product. This should also include the firm's quality control and quality assurance approaches to invoice submission management quality control and quality assurance to ensure compliance with the Authority's electronic Engineering Consultant Invoice Program, including but not limited to on-time, complete and accurate invoice submittals.

- H. The MBE/WBE participation goals are specified in the Agreement. In order to facilitate the meeting of these goals, the Consultant shall use every good-faith effort to utilize subconsultants who are Authority-certified MBEs or WBEs to the maximum extent feasible. A listing of certified MBE/WBE firms is available at <http://www.panynj.gov/business-opportunities/sd-mini-profile.html>.

For each Task Order to perform work issued under this Agreement, the selected Consultant(s) shall submit to the Authority for review and approval prior to commencing any services, along with invoices, the Statement of Subcontractor Payments in the form of the MBE/WBE Participation Report (Form PA 3760C), which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>.

The MBE/WBE Plan submitted by the Consultant to the Authority shall contain, at a minimum, the following:

- Identification of MBE/WBEs: Provide the names and addresses of all MBE/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Agreement.
- Level of Participation: Indicate the percentage of MBE/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the MBE/WBEs will perform.

All MBE/WBE subconsultants listed on the MBE/WBE Participation Plan must be certified by the Authority in order for the Consultant to receive credit toward the MBE/WBE goals set forth in this Agreement. Please go to <http://www.panynj.gov/business-opportunities/supplier-diversity.html> to search for MBE/WBEs by a particular commodity or service. The Authority makes no representation as to the financial responsibility of these firms or their ability to perform work under this Agreement.

Subsequent to Agreement award, all changes to the MBE/WBE Participation Plan must be submitted via a modified MBE/WBE Participation Plan to the Manager for review and approval by OBDCCR. For submittal of modifications to the MBE/WBE Plan, Consultants are directed to use form PA3760D. The Consultant shall not make changes to its approved MBE/WBE Participation Plan or substitute MBE/WBE subconsultants or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performance of work designated for a subconsultant by the Consultant's own forces, shall be deemed a violation of this section.

Progress toward attainment of MBE/WBE participation goals set forth herein will be monitored by the Authority throughout the duration of the Agreement.

The Consultant shall also submit to the Project Manager, along with invoices, the Statement of Subcontractor Payments in the form of the MBE/WBE Participation Report, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each MBE/WBE subconsultant and supplier actually involved in the Agreement, a description of the work performed and/or the product or service supplied by each such subcontractor/subconsultant or supplier, the date and amount of each expenditure, and such other information as it may assist the Project Manager in determining the Consultant's compliance with the foregoing provisions.

### **MBE/WBE Conditions of Participation**

MBE/WBE participation will be counted toward meeting the MBE/WBE agreement goal, subject to all of the following conditions:

1. **Commercially Useful Function:** An MBE/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. Regardless of whether an arrangement between the Consultant and the MBE/WBE represents standard industry practice, if the arrangement erodes the ownership, control or independence of the MBE/WBE or in any other way does not meet the commercially useful function requirement, that firm shall not be included in determining whether the MBE/WBE goal is met and shall not be included in MBE/WBE reports. If this occurs with respect to a firm identified as a MBE/WBE, the Consultant will receive no credit toward the MBE/WBE goal and may be required to backfill the participation. An MBE/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of MBE/WBE participation. An MBE/WBE may rebut a determination by the Authority that the MBE/WBE is not performing a commercially useful function to the Authority.
2. **Work Force:** The MBE/WBE must employ a work force (including administrative and clerical staff) separate and apart from that employed by the Consultant, other subcontractors/subconsultants on the Agreement, or their affiliates. This does not preclude the employment by the MBE/WBE of an individual that has been previously employed by another firm involved in the Agreement, provided that the individual was independently recruited by the MBE/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the MBE/WBE shall not be allowed.
3. **Supervision:** All work performed by the MBE/WBE must be controlled and supervised by the MBE/WBE without duplication of supervisory personnel from the Consultant, other subconsultants on the agreement, or their affiliates. This does not preclude routine communication between the supervisory personnel of the MBE/WBE and other supervisors necessary to coordinate the work.

### **Counting MBE/WBE Participation**

The value of the work performed by an MBE/WBE, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the utilization is a commercially useful function. An MBE/WBE prime contractor/consultant shall still provide opportunities for participation by other MBE/WBEs. Work performed by MBE/WBEs will be counted as set forth below. If the Authority determines that some or all of the MBE/WBEs work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

1. Subconsultants: One hundred percent (100%) of the value of the work to be performed by an MBE/WBE subconsultant will be counted toward the MBE/WBE goal. The value of such work includes the cost of materials and supplies purchased by the MBE/WBE, except the cost of supplies or equipment leased from the Consultant, other subconsultants or their affiliates will not be counted. When a MBE/WBE subcontracts part of the work of its contract to another firm, the value of the subconsultant work may be counted toward MBE/WBE goals only if the MBE/WBE subconsultant is itself a MBE/WBE. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward MBE/WBE goals.
  2. Material Suppliers: Sixty percent (60%) of the expenditure to a MBE/WBE material supplier will be counted toward the MBE/WBE goal. Packagers, brokers, manufacturer's representatives, or other persons who arrange or expedite transactions are not material suppliers within the meaning of this paragraph.
  3. Broker's/Manufacturer's Representatives: One hundred percent (100%) of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees for transportation charges for the delivery of materials or supplies provided by an MBE/WBE broker/manufacturer's representative will be counted toward the MBE/WBE goal, provided they are determined by the Authority to be reasonable and not excessive as compared with fees or commissions customarily allowed for similar services. The costs of materials and supplies themselves will not be counted.
  4. Services: One hundred percent (100%) of fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the work will be counted toward the MBE/WBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
  5. Joint Venture: Joint ventures between MBE/WBEs and non-MBE/WBEs may be counted toward the MBE/WBE goal in proportion to the total dollar value of the Agreement equal to the distinct, clearly defined portion of the work of the contract that the MBE/WBE performs with its own forces. Contact OBD CR at (201) 395-3958 for more information about requirements for such joint ventures.
- I. Provide a complete list of your firm's affiliates.
  - J. If the Proposer or any employee, agent or subcontractor/subconsultant of the Proposer may have, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Authority

reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The Authority's determination regarding any question(s) of conflict of interest shall be final.

Proposers are advised that, while not currently anticipated, nothing herein shall preclude the Authority from determining at a subsequent point in time during performance of the services contemplated hereunder gives rise to the existence of, or the appearance of, a conflict of interest, and thereby conclude that a firm(s) selected for performance of the subject services, is/are expressly precluded from participation in, or the performance of other procurement opportunities for any project on which the firm has provided such services. Proposers are directed to Paragraph 34 of the attached Standard Agreement. Proposers are further advised that under this Agreement, firms must provide, upon receipt of a Task Order issued by the Authority, written notice to the Authority of any existing or potential conflict of interest the firm(s) may have in the performance of Services under this Agreement.

K. Code of Ethics for Port Authority Vendors

The Proposer's attention is directed to the Port Authority's "Code of Ethics for Port Authority Vendors." Vendors must certify in writing that they will comply with every aspect of this Code. The Proposer should submit an executed Compliance Certification with their Proposal. The Compliance Certification, once executed, will be a material and integral part of any Agreement resulting from this solicitation. The Code of Ethics and the Compliance Certification can be found on the Authority's website at <https://www.panynj.gov/business-opportunities/become-vendor.html>

L. The selected Consultant(s) shall comply with the requirements of the Agreement. You should therefore not make any changes in this Agreement, nor restate any of its provisions in your Proposal or supporting material.

**IV. SELECTION PROCESS:**

The qualifications based selection shall take into consideration the following technical criteria, (listed in order of importance) and subsequently cost, as appropriate:

- A. Qualifications and experience of the staff proposed to perform services hereunder;
- B. Qualifications and experience of the firm, including the quality of similar services provided to others including the demonstrated ability to complete the services in accordance with the project schedule;
- C. Management approach to the performance of the contemplated services.

After consideration of these factors, the Authority may enter into negotiations with the firms deemed best qualified in terms of the foregoing factors to perform the required services.

**V. ADDITIONAL INFORMATION:**

If your firm is selected for performance of the subject services, the Agreement you will be asked to sign will include clauses entitled "Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure Of Other Information" And "Non-Collusive Proposing, And Code Of Ethics Certification;

Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees.” By submitting a proposal, the Consultant shall be deemed to have made the certifications contained therein unless said Consultant submits a statement with its proposal explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your proposal clearly marked “CERTIFICATION STATEMENT.”

It is Authority policy that its consultants, contractors and vendors comply with the legal requirements of the States of New York and New Jersey. Your attention is therefore called to New York State’s requirements that certain consultants, contractors, affiliates, subcontractors/subconsultants and subcontractors’/subconsultants’ affiliates register with the New York State Department of Taxation and Finance for the purpose of collection and remittance of sales and use taxes. Similarly, New Jersey requires business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State’s Department of the Treasury.

Proposers are also advised that additional vendor information, including but not limited to forms, documents and other related information, may be found on the Authority website at [www.panynj.gov](http://www.panynj.gov) or <http://www.panynj.gov/business-opportunities/become-vendor.html>.

After a review of all Proposals received, the Authority will forward two (2) copies of the Agreement and Attachment A thereto to the selected firm(s) who shall sign and return both copies. Signature shall be by a corporate officer. The return of one copy executed by the Authority will effectuate the Agreement.

## **VI. TASK ORDER DISTRIBUTION/SOLICITATION PROCESS**

If your firm is awarded an agreement for performance of the subject services, you should be aware of the following procedure in regard to the distribution of work assignments:

- A. The Authority’s distribution goals for all such services are as follows: for the performance of task order services typically valued at less than \$350,000 in total (including project changes, and contingencies, if any) as determined by the Authority, selected firms ranked higher in response to this “call-in” RFP shall have an opportunity to submit a proposal for performance of a quantum of work monetarily valued greater or equal to the value of work opportunities presented to selected firms ranked lower.

The Authority, at its discretion, may request a proposal from, and negotiate with, multiple highly ranked firms for work valued at less than \$350,000. The actual award of such task orders and authorization to proceed with performance of such services is contingent upon submission of an acceptable task order proposal. Failure to submit an acceptable proposal, as determined by the Authority, shall not preclude the Authority from soliciting proposals from another firm(s), and proceeding with the award and performance of such services by others. Failure to submit an acceptable proposal may result in the distribution of such work to the next highest ranked firm, negating the Authority’s goal as stipulated in the preceding paragraph.

- B. The Authority may issue a Task Order Solicitation to multiple firms awarded call-in agreements, or that were notified of eligibility for award of such an agreement (in the event of increased workload), at its discretion. Such solicitations will result in an award to that firm that best meets the requirements of the task order. Performance of such services -

regardless of the work's monetary value, or the selected firm's initial ranking (prior to issuance of a Task Order Solicitation) need not comply with the distribution goals identified in paragraph A, above.

The distribution goals do not represent a contractual or other obligation on the part of the Authority, and do not preclude the Authority from distributing work in a manner, which in its judgment will, under all circumstances, best serve the public interest.

Should you have any questions, please contact Timothy Pullen, the solicitation manager for this RFP, at [tpullen@panynj.gov](mailto:tpullen@panynj.gov). All such correspondence must have your name, title, company, mailing address, telephone number, and state "RFP 54559" in the subject line. The Authority must receive all questions no later than 4:00 P.M. Eastern Time, seven (7) working days before the RFP due date. Neither Mr. Pullen, nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

Proposal preparation costs are not reimbursable by the Authority. The Authority shall have no obligation to a firm except under a duly authorized agreement executed by the Authority.

No rights accrue to any Proposer except under a duly authorized agreement for performance of the specified services.

The Authority reserves the right, in its sole and absolute discretion, to reject all Proposals, to undertake discussions and modifications with one or more Consultants, to waive defects in Proposals, and to proceed with that Proposal or modified Proposal, if any, which in its judgment will, under all the circumstances, best serve the public interest.

Sincerely,

David Gutiérrez  
Assistant Director  
Procurement Department

Attachments

## ATTACHMENT A

### PERFORMANCE OF EXPERT PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2019 THROUGH 2022

#### I. BACKGROUND

For background with respect to The Port Authority of New York and New Jersey (the "Authority"), see [www.panynj.gov](http://www.panynj.gov). Additionally, an electronic version of the Authority's most recent Annual Report is available at <http://corpinfo.panynj.gov/pages/annual-reports/html>.

#### II. SCOPE OF WORK

The services of the Consultant generally consist of providing construction management and inspection services as required at various Authority facilities, as determined by the Chief Engineer. The construction management and inspection services required to be performed by Consultant may include, but are not limited to, performing inspection services, constructability reviews, contract administration, and preparing construction estimates and schedules.

#### III. DESCRIPTION OF CONSULTANT'S TASKS

Tasks to be performed by the Consultant (Tasks A-G) provided immediately below may include, but are not limited to:

##### A. CONSTRUCTABILITY/BIDABILITY AND GENERAL ENGINEERING REVIEW

1. Providing ongoing analyses of the constructability of designs during Design Development (Stage II) and final Design and Contract Document Preparation (Stage III).
2. Assessing designs with regard to practical methods of construction during design stages. These assessments will include a qualitative and quantitative analyses as may be required, identification of contractor access routes, staging areas and office sites, and requirements for maintaining vehicular and pedestrian access.

##### B. CONSTRUCTION STAGING

1. Providing input into design options/alternatives on how to maintain facility operations and minimize patron inconveniences.
2. Reviewing construction staging and recommend changes, as appropriate, throughout the construction phases of the contract.

##### C. SCHEDULE DEVELOPMENT AND MONITORING

1. Developing a detailed construction schedule for individual contracts. The schedules shall identify the critical path and address staging, project interferences, and facility operational restraints and other requirements. Schedules for individual contracts

shall be updated on a continuous basis beginning at the time bids for such contracts are received. When problems are identified that impact the schedule, recommend alternative solutions to minimize or eliminate any negative impact on the schedule.

2. Reviewing contractors' schedules for consistency with contract requirements and providing comments and recommending schedules for approval or disapproval of such schedules and giving reasons therefore. Provide regular monitoring of contractor schedules as construction progresses. Where contractor schedules are not in conformance with contract requirements, recommend methods to accelerate the contractor's work to meet said requirements.

#### **D. QUALITY ASSURANCE INSPECTION**

Providing inspection services, as required, to ensure conformance to all construction contract requirements by the selected contractor(s). These services shall include, but not be limited to, reviewing quality of construction, conformance to safety requirements (including the maintenance and protection of traffic), and contractor conformance to contract requirements.

#### **E. CONTRACT ADMINISTRATION**

Providing services in support of administering construction contracts, including developing and processing of post award contract changes and change orders, processing time and material records, payment applications, analysis of contractor claims, updating of computer databases such as Wintrak, status reporting, document control, and attending contract status meetings.

#### **F. COST ENGINEERING/ESTIMATING SERVICES**

Providing cost engineering and estimating services throughout design and construction stages in accordance with the Authority's "Construction Estimating Guide", a copy of which is available from the Project Manager. Provide an estimate of the time required to complete construction, as well as an estimate of delivery time for all long lead-time items. Present the construction schedule in bar chart form using days, weeks or months, as appropriate for the unit of time.

#### **G. RESOURCES**

Providing expert professional construction management staff, material subconsultants, testing services, and vehicles as needed to perform the required services.

### **IV. CONDITIONS AND PRECAUTIONS**

#### **A. General**

The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work. Vehicular, aircraft, rail, and/or pedestrian traffic shall have priority over any and all of the Consultant's operations.

#### **B. Work Areas**

The Consultant shall limit its work to the area necessary for the performance of such services and shall not interfere with the operation of the facility without first obtaining specific approval from the Authority. The Consultant shall take steps necessary to ensure the safety of its staff during performance of the work. All Personal Protective Equipment, including, but not limited to, safety shoes, hardhat, and safety vest, shall be worn for all field work. In addition, where necessary, fall protection equipment shall be utilized. During all periods of time when it is not performing operations at the work site, the Consultant shall store all equipment being used for the services in areas designated by the Authority and shall provide all security required for such equipment. The Consultant shall not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways, taxiways, runways, aircraft movement areas, tracks, or structures at any time. Photographing of the facility buildings and surrounding area is not permitted without approval from the Authority.

**C. Licenses, Certifications, and Permits**

Any and all certifications, licenses, permits, or similar documentation required to be held by the Consultant or any of its staff for the performance of the subject services shall be valid and in effect at all times while the Consultant is performing any of the subject services. This includes, but is not limited to Certificates of Authorization issued by New York or New Jersey.

**D. Work Hours**

The Consultant shall coordinate its work at the site(s) with the Project Manager, unless otherwise directed by Authority. In any case, no work shall be performed at the site on a Port Authority-observed holiday, unless otherwise directed by the Authority.

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**ATTACHMENT B**  
**PERFORMANCE OF EXPERT PROFESSIONAL CONSTRUCTION**  
**MANAGEMENT AND INSPECTION SERVICES AS REQUESTED**  
**ON A "CALL-IN" BASIS DURING 2019 THROUGH 2022**  
**(RFP# 54559)**

**AGREEMENT ON TERMS OF DISCUSSION**

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Public Records Access Policy adopted by the Port Authority's Board of Commissioners, which may be found on the Port Authority website at: <http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.  
DO NOT RETYPE.

**ATTACHMENT C**  
**COMPANY PROFILE**

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT  
PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION  
SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2019 THROUGH  
2022**

**(RFP# 54559)**

1. Company Legal Name (print or type):

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2. Business Address (to receive mail for this RFP):

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3. Business Telephone Number: \_\_\_\_\_

4. Business Fax Number: \_\_\_\_\_

5. Firm website: \_\_\_\_\_

6. Federal Employer Identification Number (EIN): \_\_\_\_\_

7. Date (MM/DD/YYYY) Firm was Established: \_\_\_\_/\_\_\_\_/\_\_\_\_

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

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9. Officer or Principal of Firm and Title:

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10. Name, telephone number, and email address of contact for questions:

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11. Is your firm certified by the Authority as a Minority, Woman-owned or Small Business Enterprise (MBE/WBE/SBE)?     Yes                       No

If yes, please attach a copy of your **Port Authority** certification as a part of this profile.

If your firm is an MBE/WBE/SBE not currently certified by the Authority, see the Authority's web site – <http://www.panynj.gov/business-opportunities/supplier-diversity.html>, to receive information and apply for certification.

**“EXHIBIT I – Salary Schedule”**

**COMPANY LETTERHEAD**

<b><u>NAME</u></b>	<b><u>TITLE</u></b>	<b><u>ACTUAL HOURLY RATE</u></b>
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**Please include a copy of your firm’s salary schedule  
with your Proposal.**

**NO OTHER INFORMATION SHOULD APPEAR  
ON THE SALARY SCHEDULE OTHER THAN WHAT IS BEING  
REQUESTED.**

- **Indicate the Names, Titles, and Actual Hourly Rates that would be in effect at the start of the Agreement term (January 1, 2019 through December 31, 2019)**
- **Rates indicated should be for the Prime Consultant only, not subconsultants.**
- **Not Acceptable: Names left blank / “TBD”/Administrative Staff**

**Thank you.**