

July 27, 2023

**To: ALL QUALIFIED FIRMS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
ORDER FOR PROFESSIONAL SERVICES NO. T3878  
SUPERVISION OF CONSTRUCTION SERVICES FOR CONTRACT NO. T200.619  
LIGHTING IMPROVEMENTS AT SERVICE AREA 10S AND INTERCHANGE 13A**

Enclosed (See Attachment A) herewith is a Request for Expressions of Interest (“RFEI”) by the New Jersey Turnpike Authority (“Authority”) for professional engineering services required for Contract No. T200.619, Lighting Improvements at Service Area 10S and Interchange 13A. In accordance with N.J.A.C. 19:9-2.8(b), this Order for Professional Services (“OPS”) is considered a Simple procurement.

To be considered as eligible and qualified to submit an Expression of Interest (“EOI”) for the professional engineering services being solicited in this RFEI, a Firm must be prequalified in the following Profile Codes:

Profile Code	Description
B151	Construction Management
B153	Roadway Construction Inspection

A Qualified Firm, eligible to submit an EOI for this RFEI solicitation, is one that has a **current** “Professional Service Prequalification Questionnaire” (“PSPQ”) package on file with the Authority prior to submission of the EOI. A current PSPQ is one that has been on file with the Authority for no more than 24 months, or in certain cases for no more than 12 months.

Prequalification is not required for subconsultants. Prequalification is required for Joint Ventures.

A list of Qualified Firms eligible to submit an EOI for the above referenced assignment is attached (See Attachment B4). \*Joint Ventures (\*Qualified Firms interested in submitting an EOI as a Joint Venture **must be prequalified as a Joint Venture** with the Authority) that meet all Profile Code requirements are also eligible to submit an EOI.

The Authority is seeking participation of Small Business Enterprises (“SBEs”) as subconsultants to the Qualified Firm that is awarded a contract under this RFEI (the “Successful Qualified Firm”). The SBE project goal is 25%. The Authority has also adopted a Disabled Veteran Owned Business (“DVOB”) Enterprise Program (the “DVOB Program”) pursuant to which the Successful Qualified Firm must make a good faith effort to award at least three (3) percent of the assignment to DVOBs, all as more fully described in this RFEI. See Attachment “C”, Subsection C12, “Small Business Enterprise/Disabled Veteran-Owned Business Programs”.

If applicable, all submittals required pursuant to N.J.S.A. 19:44A-20.18 (P.L. 2005, c.51), N.J.S.A. 19:44-20.26 (P.L. 2005, c.271s.2), P.L. 2023, c.30 (The Elections Transparency Act) and Executive Order 333 (2023 Murphy) will be requested from the Successful Qualified Firm only. The relevant forms will be transmitted to the Successful Qualified Firm by the Authority and are to be returned to the Authority within five (5) business days from receipt.

The following attachments are incorporated into and made part of the RFEI:

- ATTACHMENT A – Expression of Interest and Fee Proposal Submission Requirements (A1 and A2).
- ATTACHMENT B - Standard Information (B1 through B4).
- ATTACHMENT C - Standard Supplemental Information and Forms (C1 through C13(k)).
- ATTACHMENT D - N.J.A.C. 19:9-2.8 Procedures for Prequalification and Award of Contracts for Architectural, Engineering and Land Surveying Procedures.

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### Staff Qualifications

It will be the Successful Qualified Firm's responsibility to ensure that the project is fully and adequately staffed for the successful completion of the project.

A description of services being solicited by this RFEI which includes specific requirements relating to staffing required for the project can be found in Attachment B, Subsection B2, "Scope of Services".

### Project Description

The work to be performed under Contract No. T200.619, which is expected to be awarded at the September 26, 2023, Commission Meeting, will consist of roadway lighting and power distribution upgrades at Interchange 13A, Milepost 101.1 to 102.5 City of Elizabeth and Service Area 10S, Milepost 92.4 to 93.4, Woodbridge Township. Work will include the removal of existing Turnpike-owned roadway lighting systems and installation of a multiple phase power distribution system with LED luminaires, including new conduit (where existing cannot be reused) and wiring to include a dedicated neutral wire for each phase. In addition to downed light pole locations, new light poles are proposed for this project in areas where it is feasible to extend the lighting zones. The estimated construction cost for Contract No. T200.619 is approximately \$26,000,000 with an estimated duration for construction of twenty-seven (27) months, including contract closeout.

The Authority will utilize a Secure File Sharing site ("Kiteworks") to share with and receive information from the Qualified Firms. Access to Kiteworks will be provided to the Qualified Firms via e-mail. Background materials (*preliminary plans, studies, reports, etc.*) for this RFEI will be made available for review in the "Background Materials" folder.

If there are any questions or issues related to Kiteworks, please contact Jennifer Romero via e-mail at [jromero@njta.com](mailto:jromero@njta.com). The subject line should read "OPS No. T3878, Kiteworks Information".

### Submission Requirements for Expression of Interest

Qualified Firms that are interested in being considered to perform these services as specified in the RFEI must submit a total of **five (5)** copies of their Expression of Interest (EOI), no later than **10:00 A.M. on Tuesday, August 15, 2023**. EOIs are to be submitted as follows: **One (1)** PDF copy uploaded to the "EOI" folder on **Kiteworks** in accordance with the following naming convention: "OPS No. T3878\_EOI\_Qualified Firm Name"; and **four (4)** hard copies of the EOI shall be delivered to the Authority's Headquarters, clearly marked with the Qualified Firm's name and the words, "**EOI, OPS No. T3878**", no later than the date and time referenced above. **Late submissions will not be considered and will be returned unopened.**

**Expressions of Interest shall be delivered/addressed as follows:**

#### Hand or Overnight Delivery

New Jersey Turnpike Authority  
1 Turnpike Plaza  
Woodbridge, NJ 07095  
Attn: Engineering Department, Facilities  
Vito Stallone, Sr. Lighting Specialist

#### U.S. Mail

New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, NJ 07095-5042  
Attn: Engineering Department, Facilities  
Vito Stallone, Sr. Lighting Specialist

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### Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to Vito Stallone, via e-mail at stallone@njta.com and copy Liz Davis at edavis@njta.com. The subject line should read "OPS No. T3878, EOI Inquiry". **The deadline for inquiries is August 3, 2023.** The Authority will respond to all written inquiries received by the deadline. Each inquiry will be stated, and a written response provided. **Responses will be posted on the Authority's website under Doing Business, Current Solicitations on or before August 7, 2023.**

Qualified Firms will be responsible for submitting their EOIs in accordance with this RFEOI and any modifications, revisions and/or clarifications to this RFEOI as may be issued by the Authority.

### Consultant Selection

Upon receipt of the EOIs, and in accordance with N.J.A.C. 19:9-2.8(e), the Authority will review each Qualified Firm's submission for completeness and shall reject those EOIs that are incomplete. The Authority shall notify all Firms whose EOIs are determined to be incomplete in writing.

The EOI Evaluation Committee shall rank each Qualified Firm's Expression of Interest on the basis of numerical scores using the eight (8) rating factors and relative weights specified below, in accordance with N.J.A.C. 19:9-2.8(e), and final selection shall be made in accordance N.J.A.C. 19:9-2.8(g).

N.J.A.C. 19:9-2 is attached for ready reference in Attachment D "*N.J.A.C. 19:9-2.8 Procedures for Prequalification and Award of Contracts for Architectural, Engineering and Land Surveying Services*".

<b>RATING FACTORS</b>	<b>WEIGHT %</b>	<b>POINTS</b>
Experience of the Qualified Firm and its Subconsultants	15	45
Experience of the Resident Engineer on Similar Projects	20	60
Key Personnel's Qualifications and Relevant Experience	15	45
Understanding of the Project and the Authority's Needs	15	45
Approach and Methodology in Performing the Services Required	15	45
Commitment and Ability to Perform the Project and Outstanding Work with the Authority	10	30
Commitment to Quality Management	5	15
Attainment of DVOB and SBE Participation Goals	5	15
	100%	300

### **Rating Factors (to be summarized in the Letter of Interest):**

#### **1. Experience of the Qualified Firm and its Subconsultants**

The Qualified Firm shall provide information on past projects which it has performed that demonstrate similar service of those required for this assignment. Each project listed shall include a brief description of the project scope performed by the Qualified Firm and its relevance to the proposed assignment. It shall identify the Qualified Firm's office(s) the work was performed from, the date (time frame) the services were performed, magnitude and cost of the project, and contact/reference information for each project listed.

**2. Experience of the Resident Engineer on Similar Projects**

The Qualified Firm shall identify the Resident Engineer that will be assigned to the project and identify the individual's education, credentials, and work experience. The Qualified Firm should discuss the proposed Resident Engineer's experience and its application to the assignment. The Qualified Firm shall review the criteria set forth by the Authority in the RFEOI in consideration of the person proposed for the assignment. If the Qualified Firm is proposing an individual with credentials considerably different than those identified by the Authority, the Qualified Firm must explain its rationale and identify/demonstrate the benefit the individual brings to the assignment.

The resume of the Resident Engineer proposed, included in the EOI, shall be clear, dated and detailed to the related assignment experience. References shall be furnished for each project listed (include date when work performed and relevance to subject assignment and at least one contact name and phone number for each project).

**3. Key Personnel's Qualifications and Relevant Experience**

The Qualified Firm shall identify the Project Engineer and/or other key personnel that will be assigned to the project and their role and responsibilities specific to the assignment. Information concerning their education, credentials and work experience should be provided along with contact/reference information. The Qualified Firm shall discuss the individuals proposed for the assignment and identify how their education, credentials and work experience are applicable to their role on the assignment.

The resumes of key personnel proposed, included in the EOI shall be clear, dated and detailed to the related assignment experience. References shall be furnished for each project listed (include at least one contact name and phone number for each project).

**4. Understanding of the Project and the Authority's Needs**

Provide an explanation of the Qualified Firm's understanding of the project and Authority's needs required for the successful completion of the assignment. Provide a summary of the Qualified Firm's qualifications, and state how they relate to the Qualified Firm's ability to provide the requested services. Through attached organizational chart and resumes identify the person(s), or subconsultant(s), responsible for each division of the assignment and their relevant experience.

Understanding of the Project

The Qualified Firm shall provide information to demonstrate that it fully understands the overall objective of the project and why the Authority is undertaking the assignment. This may include discussions providing background information on the need for the project, its effect on the Authority's facilities, and impact on the overall transportation network. Qualified Firms should demonstrate specific first-hand knowledge of the location affected by the project and the long-term effects the project has on the Authority, its patrons, or other relevant issues.

Understanding of the Authority's Needs

The Qualified Firm shall demonstrate that it fully understands the needs of the Authority as it relates to the specific scope-of-work identified in the RFEOI. The Qualified Firm must confirm the deliverables and the schedule for design and construction associated with project specific deliverables. The Qualified Firm should also discuss project management items, including deliverables such as submittal of wage rate approvals and invoicing.

**5. Approach and Methodology in Performing the Services Required**

The Qualified Firm shall identify the major tasks comprising the project and describe in detail how they will be accomplished. Provide an explanation of the process the Qualified Firm will use to schedule, manage, and perform the required tasks within the scope of services and identify the key milestones and the project's critical path. The Qualified Firm shall identify key issues and potential problems and discuss alternatives and options which would lead to resolution. The Qualified Firm should discuss innovative concepts with cost benefits and/or accelerated project delivery, where applicable. The subconsultant roles, value to the team/project, and reporting relationship shall be clearly identified.

**6. Commitment and Ability to Perform the Project and Outstanding Work with the Authority**

The Qualified Firm shall identify its commitment and ability to complete the proposed work as well as any outstanding work they currently have with the Authority. The Qualified Firm shall provide an explanation of the anticipated project schedule and demonstrate that the Qualified Firm can commit the required staff resources and management to perform the assignment. A listing of the Qualified Firm's facilities, including the address of the office where the project will be performed, and how they relate to the Qualified Firm's ability to provide the requested services shall be provided.

➤ Commitment and Ability to Perform the Project

The Qualified Firm shall discuss its commitment and availability of required staff for the assignment as shown on the completed "Commitments of Proposed Project Staff" and "Certification of Staff Availability" forms.

➤ Outstanding Work with the Authority

The Qualified Firm shall discuss its outstanding work with the Authority as shown on the completed Disclosure Forms for the prime and all subconsultants. Information should be provided to demonstrate how this project may be impacted or affected by the existing workload of the Qualified Firms or its subconsultants. Outstanding Work shall be considered the sum of the Outstanding Work of the prime and subconsultants. No factors/weighting will be applied based on the percent of work assigned to the prime or subconsultants.

**7. Commitment to Quality Management**

The Qualified Firm shall discuss its Commitment to Quality Management and Quality Assurance/Quality Control ("QA/QC"). The Qualified Firm shall provide a written narrative that describes the Qualified Firm's quality assurance policy and how it intends to implement a quality assurance program specifically for this assignment. The Qualified Firm shall identify credentialed QA/QC staff and the roles and working relationship with other staff members as part of the design process or construction phase.

**8. Attainment of DVOB and SBE Participation Goals**

The Qualified Firms agree to make a good faith effort to award at least three (3) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Revenue & Enterprise Services/Department of Treasury as a Disabled Veteran Owned Business Enterprise. Qualified Firms shall demonstrate how they will utilize DVOB Qualified Firms to achieve the 3% goal and add value to the project team.

The Qualified Firms also agree to make a good faith effort to award at least twenty-five (25) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Revenue & Enterprise Services/Department of the Treasury as a Small Business Enterprise.

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Qualified Firms shall demonstrate how they will utilize SBE Qualified Firms to achieve the 25% goal and add value to the project team.

**Order for Professional Services**

**(OPS)**

The final OPS Agreement to be awarded and issued to the Successful Qualified Firm shall be in a form consistent with the Authority's Standard OPS Agreement No. 4 for Simple projects (which is available on the Authority's website: [www.njta.com](http://www.njta.com) under Doing Business, Engineering Professional Services, PS Supplemental Forms).

Very truly yours,

**ORIGINAL SIGNED BY**

Michael Garofalo  
Chief Engineer

MG:VS:ed  
Attachments

c: D. Hesslein  
K. McGoldrick  
V. Stallone  
R. Reuter  
Review Committee  
File

**ATTACHMENT A**

**Expressions of Interest and Fee Proposal Submission Requirements**

**Subsection No. and Title**

A1. Expressions of Interest Submission Requirements

A2. Fee Proposal Submission Requirements

**Subsection A1**  
**EOI Submission Requirements**

A. To be considered for these services, each Qualified Firm, must submit the following:

1. **Letter of Interest**, which shall be limited to a total of five (5) single-sided, letter-sized pages with minimum 1-inch borders and minimum font size of 10 pt., stating the Qualified Firm's interest, ability, and its commitment to complete the requested professional services listed Attachment B, Subsection B2, "Scope of Work".

A brief transmittal letter is **excluded** from the above referenced page count.

The Letter of Interest shall demonstrate the Qualified Firm's ability to meet the rating factors listed under the heading "Consultant Selection" hereinabove. The Qualified Firm shall address the rating factors in the order in which they are listed, i.e., 1 through 8.

This nine (9) page limitation does not apply to the documents listed in Items 2 and 4-8 below. Qualified Firms may include a maximum of three (3) 11x17 inch foldout sheets to convey certain information such as team experience and graphics that cannot otherwise be adequately presented on 8 1/2 x 11-inch pages. Use of a foldout sheet shall count as one (1) page within the 10-page limitation.

2. An **organizational chart** showing key project team members for all primary tasks, including subconsultants. Provide all team members' names, titles, and reporting relationships.
3. **Resumes for the Resident Engineer and each Key Personnel team members**, detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page, single-sided with a maximum of four (4) with dates provided for each project.
4. A **detailed staffing estimate** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein.

The Authority has provided an estimate of the expected staffing for this OPS, which is identified in Attachment B, Subsection B3 – Staffing Estimate. This information shall be considered by the Qualified Firm in the preparation of their project staffing schedule, which shall indicate when during the course of the project assignment they intend to deploy each member of the proposed staff and the duration over which the Qualified Firm intends to utilize staff based on the hours provided for in the Staffing Estimate. As a part of this task, the Qualified Firm shall evaluate the hours furnished and shall comment with regard to the distribution by ASCE Grade / Classification, scheduled deployment of staff, and task for which they believe modifications in the Engineer's Estimate may be appropriate to meet the project needs. If no comments are received, the Authority will assume the Staffing Estimate per Attachment B, Subsection B3 is appropriate for the Qualified Firms to complete the assignment.

5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. (a maximum of 2 pages) – foldout sheets are permitted.
6. A completed **Commitment of Proposed Project Staff** form stating the percentage of time each member has available to commit to this assignment, including subconsultant staff.
7. A completed **Certification of Staff Availability** form the Qualified Firm shall certify that the staff proposed in the EOI shall be used in the performance of the project. When proposing the same staffing in multiple EOIs, disclose one of the following:



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- A. A statement that all projects utilizing same staff will be completed on time and how this will be done, or
  - B. A statement that the Qualified Firm voluntarily withdraws one of the EOIs from further consideration if the Authority is giving serious consideration to more than one EOI, or
  - C. \*Alternate staff resumes to be used by the Authority in evaluating EOIs if the Authority is giving serious consideration to more than one EOI.
8. A completed **Recent Authority Project Experience Form** identifying all Authority projects on which the Qualified Firm is currently working or have been completed (closed out) within the previous five (5) year period. A separate form shall be provided for the prime Qualified Firm and for each subconsultant.
9. Completed Standard Supplemental Forms as forth in Attachment C, Subsection C13 "Standard Supplemental Forms to be Submitted".

\*The aforementioned page limitation shall be increased to a maximum of fourteen (14) pages if the Qualified Firms must exercise option \*7C above. The additional four (4) single-sided letter-sized pages shall include information for alternate staffing as follows:

- 1) An alternate Organizational Chart as permitted above showing key personnel names, position, title, and reporting relationships (Note: Organizational Chart is not included in the page count).
- 2) One (1) page, single-sided resume for up to four (4) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.
- 3) Allowance for one (1) page, if necessary, to explain the Qualified Firms' modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

The Qualified Firm shall not include alternate staffing in their EOI unless they are required to do so in accordance with Option \*7C. When appropriately included in the EOI, the proposed alternative staffing information shall be contained in a separate attachment of the EOI. It shall only be considered by the Authority in the scoring of the EOI if required.

Pages in excess of the stated page limitations for each of the EOI criteria above will not be read or considered. If the EOI submitted is not in accordance with the specific provisions defined above, it shall be considered, non-responsive, incomplete and may be rejected.

### **Subsection A2** **Submission of Fee Proposal**

Following a review of the submitted Expressions of Interest, the Authority will request Fee Proposal(s) from the top three (3) (or more), technically ranked Qualified Firm(s).

The Fee Proposal shall be submitted as a cost-plus fee based on reimbursement of direct professional and technical salaries times a multiplier, not to exceed 2.35 or the individual Qualified Firm's overhead rate as determined by Federal Acquisition Regulations (48 CFR Part 31.105), whichever is less, plus direct expenses, subconsultant services and subcontractor services, at cost. The multiplier shall not be applied to the premium portion of overtime. The multiplier covers all overhead and profit.

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Subconsultant and subcontractor services are those required services performed by other firms or contractors at the Successful Qualified Firm's direction.

For general services provided by the Successful Qualified Firm's corporate officers, partners, owners and/or principals in a non-technical capacity, no compensation will be provided. When corporate officers, partners, owners and/or principals are required to provide services in a technical capacity, the salaries for such individuals performing services in a technical capacity shall be reimbursable for direct salaries times a multiplier not to exceed 2.35.

No expenses or costs shall be billed unless specifically included in this EOI Solicitation and the Successful Qualified Firm's final negotiated Fee Proposal.

Average rate per classification/grade will not be permitted to determine total labor costs. The Fee Proposal shall detail time (hours) and direct salary data for classifications conforming to the ASCE Professional and Technical Grades, as shown on the Staffing Estimate and as modified by the Qualified Firm to account for all required services. Services shall be billed in accordance with the Successful Qualified Firm's Fee Proposal.

Salary rate increases will be permitted in accordance with the following parameters:

- Salary increases for merit or cost of living will not be permitted for the first 12 months of any OPS Agreement from the date of execution.
- Starting at month 13, all staff, regardless of pay grade / title, will be allowed up to a maximum annual increase of 3%.
- The proposal salary rate increase schedule will apply to the Successful Qualified Firm as well as all subconsultants.
- Salary rate increases as a result of a promotion are not subject to this policy.

**The Qualified Firm's total Fee Proposal for these services shall be rounded to the nearest \$5,000.**

Salaries shall be charged at the Successful Qualified Firms' hourly rates. The Successful Qualified Firm is responsible for managing the assignment, adhering to the number of hours, salary rates and personnel, as proposed in the Expression of Interest and Fee Proposal. Individual standard and overtime rates must be approved by the Authority's Chief Engineer or the Chief Engineer's designated representative prior to commencement of services or whenever the Successful Qualified Firm proposes that an individual's rate be changed during the term of this OPS awarded pursuant to this RFEIOI, provided such change is reflected in the Qualified Firms' Fee Proposal. Except for overtime worked on construction supervision during permissible contract working hours, overtime must be approved by the Authority. The Fee Proposal shall follow and reflect the staffing estimate as shown in Attachment B3.

Direct expenses shall include subconsultant services, printing services approved by the Authority and mileage. Mileage will be paid at the prevailing federal mileage rates ([www.irs.gov](http://www.irs.gov)). Mileage will be reimbursed for travel between the field office and the job site and return. The Successful Qualified Firm will be responsible for paying all tolls.

Compensation for lodging and meals will not be reimbursed, unless approved in writing in advance by the Authority. If approved, expenses for lodging and meals will be paid at in accordance with the federal per diem rates which can be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). This shall apply to the Successful Qualified Firm and its subconsultants and subcontractors.

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Overnight delivery charges will be paid by the Authority only if such overnight delivery is specifically requested by the Authority and agreed to in advance. Otherwise, the Successful Qualified Firm will not be reimbursed for overnight delivery charges. This shall also apply to the Successful Qualified Firms' subconsultants and subcontractors.

**ATTACHMENT B**  
**Supplemental Information**

**Subsection No. and Title**

B1. Anticipated OPS Procurement and Project Schedule

B2. Scope of Services

B3. Staffing Estimate

B4. Qualified and Eligible Firms

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**Subsection B1**  
**OPS Procurement and Project Schedule**

Request for Expressions of Interest Posted .....	July 27, 2023
Deadline for Written Inquiries .....	August 3, 2023
Posted Responses to Inquiries .....	August 7, 2023
Deadline for Submittal of Expressions of Interest .....	August 15, 2023
Recommendation to Award OPS .....	September 2023

**Anticipated OPS Schedule**

Notice to Proceed .....	October 2023
Completion of all Services .....	November 2025
Administration Project Closeout .....	December 2025

**Subsection B2**  
**Scope of Services**

**INTRODUCTION**

OPS No. T3878, consists of roadway lighting and power distribution upgrades at interchange 13A Milepost 101.1 to 102.5 City of Elizabeth and Service Area 10S Milepost 92.4 to 93.4, Woodbridge Township. Work will include the removal of existing Turnpike-owned roadway lighting systems and installation of a multiple phase power distribution system with LED luminaires, including new conduit (where existing cannot be reused) and wiring to include a dedicated neutral wire for each phase. In addition to downed light pole locations, new light poles are proposed for this project in areas where it is feasible to extend the lighting zones.

The estimated construction cost for Contract No. T200.619 is approximately \$26,000,000 with an estimated duration for construction of twenty-seven (27) months, including contract closeout.

**GENERAL**

1. All services provided by the Successful Qualified Firm shall be in strict conformance with Authority requirements and standards of quality as may be found in the Procedures Manual, Design Manual, Standard Drawings, Sample Design Plans, CADD Standards, and Standard and Supplemental Specifications, all of which are available on the Authority's website at [www.njta.com](http://www.njta.com).
2. The Successful Qualified Firm shall be responsible for the thorough understanding of the project requirements, including all applicable codes, environmental permits, and regulations for all aspects of this project. All design elements must be in full compliance with all applicable codes, regulations, and standards, and shall consider all technical guidelines available.
3. Any documents required to be submitted to the Authority for review and comment, in performance of the services, will not relieve the Successful Qualified Firm from its obligation to perform all services in accordance with proper engineering criteria and sound professional engineering in accordance with the relevant standard of care. The Authority's review and comment shall not be construed as a comprehensive or detailed review for purposes of verifying or validating such submissions or the Successful Qualified Firm's work product. The Successful Qualified Firm shall be solely responsible for all documents it prepares and shall remain responsible to ensure the integrity of its work, including that of its subconsultants.

**DETAILED SCOPE OF WORK**

The Successful Qualified Firm is responsible to undertake any and all activities required to prepare contract documents and all ancillary activities to effectuate the construction process. As such, the Successful Qualified Firm shall perform, at a minimum, the services outlined below. However, the Successful Qualified Firm shall be responsible to account for any and all work activities necessary for the complete performance of this assignment, whether or not such activities are identified below. The Successful Qualified Firm shall account for all work activities required for this project and shall identify any additional services that will be required for the complete performance of this assignment.

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Specifically, the Consultant further agrees to:

1. Assume responsibility for the full-time inspection of construction, and assign sufficient, experienced and responsible personnel for projects of this nature and size. The quality, extent of details of the field inspection provided shall ensure proper control and shall meet with the approval of the Authority.
2. The Consultant is required to designate a part-time Project Manager for the project. The Project Manager or Principal of the Firm shall be a Professional Engineer licensed in the State of New Jersey. It is expected that the Project Manager attend the Pre-Construction Meeting, along with an orientation with the Authority's Engineering and Operations Departments. The Project Manager must be available should incidents occur that are critical in nature. This includes responding to calls from the Turnpike staff to be present in the field to observe and/or assist with incidents that affect Parkway traffic. These callouts may be at night, and the Project Manager must be reachable 24-hours a day.
3. Provide one (1) full-time Resident Engineer during all periods of construction activity to perform construction inspection and administrative services for cost control, progress control and quality control. The Resident Engineer shall be a Licensed Professional Engineer or NICET (National Institute for the Certification of Engineering Technicians) Level IV Certified or alternatively have ten (10) years of construction related experience at least half of which has been at the Resident Engineer level. The Duties of the Resident Engineer shall include, but not be limited to, the following:
  - A. Conduct and or attend the Pre-Construction Meeting and other meetings as directed by the Authority.
  - B. Coordinate lane closing requests from the Contractor.
  - C. Instruct all testing laboratories hired by the Consultant or the Authority as to testing needs and to review all testing reports.
  - D. Inspect all construction materials to be used at the site to ensure compliance with the Plans and Specifications.
  - E. Review material certifications, as required.
  - F. Inspect all construction activities to ensure quality of workmanship.
  - G. Provide full-time construction supervision.
  - H. Maintain daily records of the numbers and classification of workers employed by the Contractors using the Authority's CapEx Manager system.
  - I. Prepare and approve monthly Certificates of Payment using the Authority's CapEx Manager System.
  - J. Prepare and recommend for payment any and all contract Change Orders that may be required. Prepare independent cost estimates for supplemental and or extra work resulting from design or field contract revisions. Negotiate prices with Contractors for changes resulting from design or field contract revisions.

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- K. Prepare daily reports of all construction and engineering field work using the Authority's CapEx Manager System.
- L. Prepare and forward, to the Authority, weekly quantity summaries for each item of the contract.
- M. Prepare bi-weekly narrative of progress problems, if any, for transmittal to the Chief Engineer.
- N. Review and approve the Contractor's progress schedule. In addition, review on a monthly basis the Progress Schedule and/or CPM (Critical Path Method) Schedule submitted by the Contractor. Make recommendations to the Chief Engineer concerning the Contractor's adherence thereto. Advise the Contractor in the solution of scheduling problems so as to complete the project on time, within budget, and in accordance with the Contract Drawings and Specifications.
- O. Review and approve all testing laboratory invoices.
- P. Maintain records covering running totals of quantities and costs while construction is in progress.
- Q. Review, approve and process all shop drawings, catalog cuts and methods of work and equipment.
- R. Maintain daily records of the type and size of equipment used on all construction operations using the Authority's CapEx Manager system.
- S. Perform tests required to ensure material compliance with the Plans and Specifications.
- T. Review and approve lane closing forms prepared by the Contractor prior to submitting to the Authority for final approval.
- U. The Resident Engineer shall have a digital camera at this disposal at all times to document, with photographs, any unusual incidents, conditions or deterioration encountered which should be on record or which might require additional work and result in additional compensation by Change Order.
- V. Perform as utility Coordinator as required.
- W. Review the Contract Documents and familiarize himself/herself with, and verify in the field, all evident Electronic Toll Collection (ETC) facilities (in particular installation of fiber optic cable and its ancillary facilities) and any relocation and/or protection requirements identified in the Contract Documents.

The Resident Engineer shall also be familiar with the Contractor's requirements to comply with the "One Call Law" and the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 811 a minimum of three (3), but no more than ten (10) business days in advance of excavation work or other activity that may adversely affect the ETC facilities.

Review with the Contractor, at the Preconstruction Meeting, the Contract requirements for working at and/or in the vicinity of Authority ETC facilities.

A FIBER OPTIC CABLE CONTRACT DOCUMENT REVIEW CERTIFICATION Form FOC 2/22/00 shall be completed



and signed by the Resident Engineer and delivered to the Authority no less than three (3) days prior to the Preconstruction Meeting. This document is found on the Turnpike Authority's website under Professional Services, under the section entitled, "Supplemental Forms."

- X. Furnish a Construction Products List (CPL) per guidelines for Resident Engineers found on the Authority's website.
4. The Consultant shall conduct the Pre-Construction Meeting, final inspections and regular job progress meetings, attend all meetings called by the Authority and prepare written minutes of all meetings attended. The Consultant shall prepare and distribute minutes of all meetings after review by the Authority's Project Engineer within five (5) business days of the meeting. **The job progress meetings shall include a monthly review of "best-practices". This discuss may be held as a separate break out meeting or in the conduct of the routine progress meeting. Participation by the Design Engineer shall be required by the Engineer when warranted.**
5. The Consultant shall conduct a post-construction meeting(s) with the Authority's Design Liaison, Design Engineer and Contractor to review the project in its entirety for the purpose of identifying areas for improvement and areas of excellence from the perspective of each project participant. The purpose of the meeting is to provide an open forum to discuss and review measurable and actionable recommendations for future projects base on the information compiled from the routine monthly best practices meetings. The participants shall include key project personnel, principals and decision makers from each firm. The Consultant shall identify their findings and recommendations in a "Best Practices" document which shall detail items for further consideration and evaluation by the Authority. The document shall be in a format approved by the Authority's Project Engineer delivered to the Authority following the conclusion of construction during the contract closeout process.
6. Review any Contractor's claims and make recommendations with regard to payment of such claims, if requested by the Authority, except as hereinafter provided. Where the performance of such review requires unreasonable time and personnel and is considered by the Authority as "Extra Work", the Authority may increase the payment to the Consultant and, therefore, the Consultant shall be paid equitably for such services and expenses as may be mutually agreed upon by the Consultant and the Authority.
7. Maintain and furnish accurate "as-built" construction drawings to the Authority within thirty (30) calendar days of the Final Inspection. All "As-Built" deliverables shall be in accordance with the Authority's "NJTA Design Guide for the Development of CADD Files, which can be found on the Authority's website. Mylars will be provided by the Authority.
8. Participate in the final inspection of the completed work, measure all pay items of work and certify that the work has been completed in accordance with the Plans and Specifications, and that the final estimate of payment to the Contractor is correct.
9. The Consultant shall review and process all shop drawings, catalog cuts, material certifications, methods of work and equipment. As part of the shop drawing process, the Consultant shall check and review all the shop drawings for completeness, deviations from previously employed approved methods, field condition applicability and constructability and shall advise the Design Engineer accordingly. Responsibility for shop drawing review will be in accordance with the Material Review Acceptance Matrix. The Consultant shall conduct a shop drawing kick-off meeting which shall include the Design Engineer and Contractor. This

meeting will be held at the Consultants field office to review and document the anticipated schedule of submissions and the specific requirements for shop drawings considered significant, complex and/or critical to the construction schedule. The purpose of the meeting shall be to align the expectations for all parties involved in the submission and review process.

**The project specific Material Acceptance Criteria Matrix is included with the referenced material available on the Authority's Secure File Sharing site. The matrix has been tailored for this program based on the construction being performed. The project specific matrix is incorporated into the solicitation for supervision of construction services for OPS T3878 to better define the work for the construction supervision consultant as it relates to shop and working drawings.**

10. Provide one (1) full-time Office Engineer/ Inspector/ NICET certified Level III Inspector for inspection services. Inspectors shall be certified by the American Concrete Institute (ACI) minimum Field-Testing Technician, Grade 1. The duties of the Inspector shall include, but not be limited to the following:
  - a. Inspect all construction materials to be used at the site to ensure compliance with the Plans and Specifications.
  - b. Inspect all construction activities to ensure quality of workmanship.
  - c. Maintain daily records of the numbers and classification of workers employed by the Contractors using the Authority's CapEx Manager System.
  - d. Prepare daily reports of all construction and engineering field work using the Authority's CapEx Manager System.
  - e. Prepare and forward to the Authority weekly quantity summaries for each item of the contract, with an appropriate format.
  - f. Maintain records covering running totals of quantities and costs while construction is in progress.
  - g. Maintain daily records of the type and size of equipment used on all construction operations using the Authority's CapEx Manager System.
  - h. Review traffic protection procedures.
  - i. Review and coordinate submittals as required per the Plans and Specifications.
  - j. Attend meetings or conferences as directed by the Authority.
  - k. Perform tests required to ensure material compliance with the Plans and Specifications.
  
11. Provide one (1) Part-time Electrical Engineer. The electrical engineer shall be a Licensed Professional Engineer with a B.S. in Electrical Engineering, a minimum of ten (10) years of electrical design & construction related experience and be well versed in NEC and NJTA standard drawings, specifications, qualified product list, and practices as they related to the type of work to be performed. They shall be familiar with applicable utility company standards to assure installations are compliant prior to energizing services. The electrical inspector shall be present for the duration of the project or until all electrical work is completed and accepted.

The duties of the electrical engineer shall include, but not be limited to the following:

- a. Inspect all construction materials to be used at the site to ensure compliance with the contract documents, and all applicable codes and standards.
- b. Inspect all work to ensure quality of craftsmanship, compliance with the contract documents, industry standard installation practices, procedures, methods, and applicable codes.
- c. Ensure proper & intended function of all installed components and systems.
- d. Ensure compliance with applicable laws and regulations, as well as safety and operational requirements.

- e. Be familiar with the electrical design and all associated requirements.
- f. Identify conflicts with other disciplines/aspects of work.
- g. Participate in project meetings as required.

Inspection shall be performed as needed, at all critical junctures during construction, and at the following as a minimum:

1. During installation of electrical components in which post completion inspection cannot determine if installation/testing has been performed properly such as:
    - a. Cable pulling to assure maximum pulling tensions are not exceeded.
    - b. Underground conduit installations to assure duct banks are properly spaced/supported, don't conflict with other existing/proposed facilities, and slope to drain.
    - c. Megger testing to assure testing is performed according to specifications and industry standards.
    - d. Fiber optic testing assure testing is performed according to specifications and industry standards.
    - e. Any installation which will no longer be visible once completed.
  2. When completion of other disciplines work depends on proper installation of electrical components such as prior to pouring concrete, replacing earth, or paving.
  3. At the completion of installation of any major electrical component or system.
  4. On all systems prior to pulling cable.
  5. Prior to energizing any systems.
  6. During startup/testing of any electrical component or system.
12. Provide one (1) Part-time Lighting Control Coordinator /Professional Engineer or Equivalent for coordination services. The duties of the Coordinator shall include, but not be limited to the following:
- a. For lighting control system (LCS) related items, work with the contractor and electrical inspector to ensure compliance with plans and specifications, especially DIV 600 Electrical.
  - b. Coordinate with lighting control manufacturer, lighting control commissioning agent, programmers, etc. and Authority personnel to ensure system compliance with Authority processes and procedures and meet the Authority's needs.
13. The Consultant shall solicit cost proposals from multiple testing laboratories for the core testing services required for this assignment. A summary of these costs, along with the Consultant's recommendations as to which firms(s) to engage, shall be presented to the Authority's Project Engineer for review and approval within 30 days of the Notice to Proceed. The Consultant's recommendations shall be based on an assessment of the testing laboratory/laboratories accreditations, technical capabilities, availability, and cost. The Consultant shall not proceed with the implementation of testing services without written approval from the Authority's Project Engineer. The testing laboratory/laboratories shall be AASHTO accredited, and it shall be the Consultants responsibility to confirm that their accreditations are up to date for the services to be provided. Testing laboratories shall be retained and managed by the Consultant. The Consultant will be reimbursed by the Authority as a direct expense. For the purpose of developing the Fee Proposal, the Consultant shall include an allowance provided by the Authority as a direct expense for testing services. Off-site laboratory testing by an independent testing laboratory is intended to provide all off-site testing and inspection of shop

fabrication of bearings, structural steel, substructure concrete mixes, precast concrete products and other similar materials that require off-site testing.

- a. The testing laboratory retained by the consultant shall also perform testing of asphalt and concrete in place properties, embankment densities and soil/aggregate testing. The Consultant will be responsible for on-site sampling of concrete material and all on-site visual inspections.
- b. The Authority will be copied by the testing laboratory on all testing reports.
- c. The approved testing laboratory must have current AASHTO accreditation for all the following AASHTO testing procedures (ASTM equivalents); T30, T164 (D2172), T209, T269 (D3203), T22 (C39), T119 (C143), T121 (C138), T141 (C172), T152 (C231) and T196 (C173).
- d. Evidence of AMRL an DCCRL inspection will not be accepted in lieu of AASHTO accreditation.

**For the purpose of developing a Fee Proposal, the Consultant shall include \$2,000 as a direct expense for specialized testing services.**

14. The Consultant will be responsible to prepare and submit a monthly Progress Report including program schedule and cost and time weighted percent complete.
15. The Consultant shall conduct meeting(s) post construction with the Design Engineer and Contractor to review the project in its entirety for the purpose of identifying areas for improvement and areas of excellence from the perspective of each participant. The Consultant shall develop the meeting agenda with input and approval from the Authority's Project Engineer. The purpose of the meeting is to provide an open forum to discuss and review measurable and actionable recommendations for future projects. The participants shall include key project personnel, principals and decision makers from each firm. The Consultant shall identify their finding and recommendation in a "Best Practices" document which shall detail items for further consideration and evaluation by the Authority. The document shall be in a format approved by the Authority's Project Engineer delivered to the Authority following the conclusion of construction during the contract closeout process.

#### **REFERENCE MATERIALS:**

The contract documents are available for review electronically through the Authority's Secure File Sharing Site. Access to the secure workspace will be provided to all prequalified and eligible Qualified Firms via e-mail as part of the RFEI notification process. If there are any questions or issues related to the Secure File Sharing Site, please contact Vito Stallone via e-mail at [stallone@njta.com](mailto:stallone@njta.com). The subject line should read, "OPS No. T3878 Secure File Sharing Site Information. The Following reference material is available for review:

- a) Contract No. T200.619 Phase D Submission Plans
- b) Contract No. T200.619 Phase D Submission Specifications
- c) Contract No. T200.619 Phase D Construction Schedule
- d) Material Acceptance Criteria Matrix
- e) Draft Network Lighting Control Addendum

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**Subsection B3  
Staffing Estimate**

Classification (ASCE-Grade)	Regular	Overtime	Unanticipated	Total Hours
Project Manager (PT)	150	0	0	150
Resident Engineer PE/NICET IV (FT)	5,236	0	0	5,236
Office Engineer/Inspector NICET III (FT)	4,284	0	0	4,284
Survey Crew (PT)	60	0	0	60
Drafter/CADD Tech (PT)	80	0	0	80
Electrical Engineer (PT)	714	0	0	714
Lighting Control Coordinator (PT)	714	0	0	714
Total Hours	11,238	0	0	11,238

Note: The above chart is intended as a guide. The Qualified Firm shall modify and expand Classifications and tasks such as Signing and Lighting, Drainage, Utility Relocations, etc. as required to meet project needs.

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**Subsection B4**  
**Qualified and Eligible Firms**

1.	Advantage Engineering Associates, P.C.	27.	LiRo Engineers, Inc.
2.	AECOM Technical Services	28.	M&J Engineering, P.C.
3.	AmerCom Corporation	29.	MAKS Engineers, PC
4.	APTIM Environmental & Infrastructure, LLC	30.	Malick & Scherer, P.C.
5.	AREA Engineering, Inc.	31.	McCormick Taylor, Inc.
6.	ATANE Engineers, Architects and Land Surveyors, P.C.	32.	Michael Baker International, Inc.
7.	Atkins North America, Inc.	33.	Mott MacDonald LLC
8.	Boswell Engineering	34.	MP Engineers, P.C.
9.	Colliers Engineering & Design, Inc.	35.	Naik Consulting Group PC and KS Engineers, PC
10.	D&B Engineers and Architects, PC	36.	NAIK Consulting Group, P.C.
11.	Dewberry Engineers Inc.	37.	Omsum Engineering, LLC
12.	Enovate Consulting, LLC	38.	Parsons Transportation Group, Inc.
13.	Excelsior Engineering Services, P.C.	39.	Pennoni Associates, Inc.
14.	Gannett Fleming, Inc.	40.	PKB Engineering Corporation
15.	Gedeon Engineering, PC d/b/a Gedeon GRC Consulting	41.	Remington & Vernick Engineers
16.	Greenman-Pedersen, Inc.	42.	SJH Engineering, P.C.
17.	Hardesty & Hanover Construction Services, LLC	43.	Stantec Consulting Services, Inc.
18.	HNTB Corporation	44.	STV Incorporated
19.	IH Engineers, P.C.	45.	T&M Associates
20.	Info Tran Engineers, PC	46.	T.Y. Lin International
21.	Infra Tech Engineering, LLC	47.	Tectonic Engineering Consultants, Geologists & Land Surveyors D.P.C. Inc.
22.	Infrastructure Engineering, Inc.	48.	Traffic Planning and Design, Inc.
23.	Jacobs Engineering Group Inc.	49.	Urban Engineers, Inc.
24.	Johnson, Mirmiran & Thompson, Inc.	50.	Van Cleef Engineering Associates, LLC
25.	KC Engineering and Land Surveying, P.C.	51.	WSP USA Inc.
26.	KS Engineers, P.C.		

**ATTACHMENT C**

**Standard Supplemental Information and Forms**

**Subsection No. and Title**

- C1. Administrative Information
- C2. Mandatory Employment Opportunity Language, *N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.*
- C3. State Consultant Political Contributions, *N.J.S.A. 19:44A-20.13 to 20.25 (P.L. 2005, c.51), N.J.S.A. 19:44-20.26 (P.L. 2005, c.271s.2), P.L. 2023, c.30 (The Elections Transparency Act) and Executive Order 333 (2023 Murphy)*
- C4. Right to Audit
- C5. Antidiscrimination Provisions
- C6. Standards Prohibiting Conflicts of Interest Executive Order 189 (1988 - Kean)
- C7. ADA Indemnification Act
- C8. Diane B. Allen Equal Pay Act
- C9. Warranty by Contractor of No Solicitation on Commission or Contingent Fee Basis, *N.J.S.A. 52:34-15 (P.L. 1954, c48, s.10)*
- C10. Prompt Payment Act, *N.J.S.A. 2A:30A*
- C11. Code of Ethical Standards
- C12. Small Business Enterprise and Disabled Veteran Owned Business Programs
- C13. Standard Supplement Forms to be Submitted
  - (a) Affidavit of Eligibility/Disclosure of Material Litigation
  - (b) Small Business Enterprise/Disabled Veteran Owned Business
  - (c) Disclosure of Investment Activities in Iran\* *N.J.S.A. 52:32-58*
  - (d) Prohibited Activities in Russia or Belarus
  - (e) Source Disclosure Form
  - (f) Ownership Disclosure
  - (g) Business Registration Act\*\*\*
  - (h) Set-Off for State Sales Tax
  - (i) Affidavit of Moral Integrity form
  - (j) Disclosure of Outstanding Work
  - (k) Recent Authority Project Experience

**Subsection C1**

**Administrative and Agreement Information**

**Professional Corporation**

Incorporated Firms that have not filed a copy of a Certificate of Authorization, with the Authority must include a copy of the Certificate with the EOI. Professional service corporations established pursuant to the "Professional Service Corporation Act," N.J.S.A. 14A:17-1 et seq. (P.L. 1969, c. 232), are exempt from this requirement.

**Signatures**

Expressions of Interest must be signed by an officer of the Firm authorized to make a binding commitment.

**Incurring Costs**

The Authority shall not be liable for any costs incurred by any Firm in the preparation of their Expression of Interest or Fee Proposal.

**Addendum to EOI Solicitations**

If, at any time prior to the Authority receiving responses to this RFEOI, it becomes necessary to revise any part of this RFEOI, or if additional information is necessary to enable firms to adequately interpret the provisions of this RFEOI, an addendum to the RFEOI will be issued by the Authority.

**Acceptance and Rejection of EOIs and Fee Proposals**

Any award of this OPS will be made in accordance with N.J.A.C.19:9-2.8. The issuance of this RFEOI soliciting Expressions of Interest and Fee Proposals does not, in any manner or form, commit the Authority to award any OPS. The contents of the RFEOI, EOI, and a final negotiated Fee Proposal may become a contractual obligation, if an EOI submitted in response to the RFEOI is accepted, and an OPS is entered into with the Authority. Failure of a firm to adhere to and/or honor any or all of obligations of its response to the RFEOI, including its EOI, may result in rescission of any OPS awarded by the Authority. The Authority shall not be obligated at any time to award any OPS. The Authority reserves the right to accept or reject any or all proposals or to negotiate with any proposer, to waive minor noncompliance, amend or supplement the RFEOI, re-advertise the RFEOI, or abandon a procurement, and/or take such other steps deemed necessary and in the best interest of the Authority, in accordance with applicable law.

**Errors or Omissions in RFEOI**

It is the firm's responsibility to bring to the attention of the Authority during the RFEOI any errors, omissions, or non-compliance discovered in the RFEOI. By neglecting to do so, the firm will be responsible to make any resulting changes without additional compensation if awarded the OPS.

**Dissemination of Information**

Information included in this RFEOI or in any way associated with this project is intended for use only by the firms submitting an EOI and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied, or used by any firm, except in replying to this RFEOI solicitation.

**News Releases**

No news releases pertaining to this RFEOI or the project to which it relates shall be made without Authority approval and then only in coordination with the issuing office and the Authority's Media Relations Coordinator.

**Public Records**

This RFEOI, and any response to the RFEOI, including an EOI and Fee Proposal submitted by a firm in response to the RFEOI, shall constitute a public document subject to disclosure in accordance with New Jersey's Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA). Any firm responding to the RFEOI may request that the Authority's General Counsel deem certain



information contained in its response to be personal, financial, or proprietary information that is exempt from disclosure under OPRA.

**Subsection C2**

**Mandatory Equal Employment Opportunity Language**

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

**N.J.A.C. 17:27 et seq.**

**Goods, General Services, and Professional Services Contracts**

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

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

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

The consultant or subconsultant, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The consultant or subconsultant agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The consultant or subconsultant agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, col-or, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The consultant or subconsultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the consultant or subconsultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age,

race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval.
- Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The consultant and its subconsultants shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be request-ed by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

### **Subsection C3**

#### **State Consultant Political Contributions Compliance**

**N.J.S.A. 19:44A-20.25 (P.L. 2005, c.51) superseding Executive Order 134 (2004),  
The Elections Transparency Act," P.L. 2023, c.30,  
and Executive Order 333 (2023 Murphy)**

"The Elections Transparency Act" (P.L. 2023, c.30), provides in relevant part at Section 15 that:

The State or any of its purchasing agents or agencies or those of its independent authorities, as the case may be, shall not enter into an agreement or otherwise contract to procure from any business entity services or any material, supplies or equipment, or to acquire, sell, or lease any land or building, except for a contract or agreement awarded pursuant to a fair and open process, where the value of the transaction exceeds \$17,500, if that business entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee or election fund of any candidate or holder of the public office of Governor or of Lieutenant Governor: (i) within the eighteen months immediately preceding the commencement of negotiations for the contract or agreement; (ii) during the term of office of a Governor and a Lieutenant Governor, in the case of contributions to a candidate committee or election fund of the holder of one of those offices; or (iii) within the eighteen months immediately preceding the last day of the term of office of Governor and Lieutenant Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor and Lieutenant Governor, in the case of contributions to a candidate committee or election fund of the holder of one of those offices.

Pursuant to Section 19 of P.L. 2023, c. 30, "a fair and open process" means, at a minimum, that the contract be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

The RFEOI process utilized here is consistent with N.J.S.A. 52:34.9.1, the State's policy that mandates the selection of engineering professionals, among others, through an advertised solicitation of proposals or expressions of interest,

where submissions are ranked based on evaluation of pre-established technical criteria, after which fee proposals are requested from the three (3) top-ranked firms (or fewer if less than three have responded or meet the technical qualifications), and negotiation of a reasonable fee is undertaken with the top-ranked firm (or, if unsuccessful, with the next-ranked, and so on); upon successful conclusion of negotiations, a contract is announced and awarded at a public meeting of the Authority's Commissioners.

**Election Transparency Act, P.L. 2023, c. 30; Fair and Open Exception**

In accordance with the Elections Transparency Act, P.L. 2023, c. 30 (the "Act"), effective January 1, 2023, all contracts awarded by the Authority pursuant to a fair and open process as defined in the Act are no longer subject to the political contributions proscription that prohibited a contract award if certain reportable contributions were solicited or made by a potential contract awardee. The Authority has determined that this procurement meets the requirements of a fair and open process and, accordingly, any such solicited or reportable contributions made by any proposer submitting a proposal will not prohibit any contract award thereto if such proposer is deemed the successful proposer.

**Breach of Terms of Government Contract**

It shall be a breach of the terms of the OPS for the Business Entity to (i) make or solicit a contribution in violation of the Act, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions (through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of Governor or Lieutenant Governor; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Business Entity itself, would subject that entity to the restrictions of the Act; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Act; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of the Act.

**State Treasurer Review**

The State Treasurer or its designee shall review the Disclosures submitted pursuant to this attachment, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the consultant. If the State Treasurer determines that any contribution or action by the consultant constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

**Annual Disclosure to Elections Law Enforcement Commission**

All Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)

**Additional Disclosure Requirement Disclosure of N.J.S.A. 19:44A-20.13 et seq., Executive Order No. 333**

Executive Order 333 extends the provisions of Chapter 51 as follows:

1. The definition of "business entity" is revised and set forth below.:
  - For purposes of Executive Order 333, "Business entity" means,
  - A for-profit entity, as follows:
    - in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of the corporation;
    - in the case of a general partnership: the partnership and any partner;
    - in the case of a limited partnership: the limited partnership and any partner;
    - in the case of a professional corporation: the professional corporation and any shareholder or officer;
    - in the case of a limited liability company: the limited liability company and any member;
    - in the case of a limited liability partnership: the limited liability partnership and any partner;
    - in the case of a sole proprietorship: the proprietor; and
    - in the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof.
    - any subsidiary directly or indirectly controlled by the business entity;
    - any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and
    - with respect to an individual who is included within the definition of business entity, that individual's spouse or civil union partner, and any child residing with the individual, provided, however, that Executive Order 333 shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate that the contributor is entitled to vote for unless such contribution is in violation of N.J.S.A. 19:44A-20.13 et seq.

**Executive Order 333 applies to contributions made on and after January 1, 2023.**

Only the intended Awardee will be required to submit the forms required by N.J.S.A. 14:44A-20.25 (P.L. 2005, c.51; P.L. 2023, c.30);/Executive Order 333 and N.J.S.A. 19:44-20.26 (P.L. 2005, c. 271, s.2). The relevant forms will be sent to the made available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms.shtml>.

**Subsection C4**

**Right to Audit**

Pursuant to N.J.A.C. 17:44-2.2, the New Jersey Office of the State Comptroller (OSC) has the authority to audit or review contract records, as follows:

- a) Relevant records of private vendors or other persons entering into contracts with covered entities, including the Authority, are subject to review by the OSC pursuant to N.J.S.A. 52:15C-14(d).
- b) As of November 15, 2010, any Consultant awarded a contract shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the OSC upon request.

**Subsection C5**

**Antidiscrimination Provisions**

In accordance with N.J.S.A. 10:2-1 every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no consultant, nor any person acting on behalf of such consultant or subconsultant, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No consultant, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the consultant by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this attachment of the contract occurring after notice to the consultant from the contracting public agency of any prior violation of this attachment of the contract.

**Subsection C6**  
**Standards Prohibiting Conflicts of Interest**  
**Executive Order 189 (1988 - Kean)**

Pursuant to N.J.S.A.52:34-19 and Executive Order 134 (1976 - Byrne), Executive Order 189 (1988 - Kean) includes the following prohibitions on any vendor which provides or offers or proposes to provide goods or services to or perform any contract for the State of new Jersey or any State agency.

- (a) No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, Firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- (b) The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- (c) No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, Qualified Firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest.
- (d) No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- (e) No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- (f) The provisions cited above in paragraph 3a. through 3e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c.

**Subsection C7**  
**ADA Indemnification Act**

The provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, shall be a part of any OPS awarded under pursuant to this RFEOI. In providing any aid, benefit, or service on behalf of the Authority pursuant to any such OPS, the consultant agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of any OPS awarded pursuant to this RFEOI, the consultant shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The consultant shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, or whatever kind or nature arising out of or claimed to arise out of the alleged violation. The consultant shall at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority grievance procedure, the consultant agrees to abide by any decision of the Authority that is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the consultant shall satisfy and discharge the same at its own expense.

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the consultant along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the consultant every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives. It is expressly agreed and understood that any approval by the Authority of the services provided by the consultant pursuant to any contract awarded pursuant to this RFEOI will not relieve the consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this attachment. It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the consultant, its agents, servants, employees and subconsultants for any claim that may arise out of their performance of any OPS awarded pursuant to this RFEOI. Furthermore, the consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the consultant's obligations assumed in any OPS awarded pursuant to this RFEOI, nor shall it be construed to relieve the consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of any OPS awarded pursuant to this RFEOI or otherwise at law.

**Subsection C8**  
**Diane B. Allen Equal Pay Act**

Pursuant to N.J.S.A. 34:11-56.1 et seq. (P.L. 2018, c. 9), also known as the Diane B. Allen Equal Pay Act, which was signed in to law by Governor Phil Murphy on April 24, 2018, a consultant performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>

**Subsection C9**

**Warranty of Contractor of No Solicitation on**

**Commission or Contingent Fee Basis**

**N.J.S.A. 52:34-15 (P.L. 1954, c. 48, § 10)**

Every contract or agreement negotiated, awarded or made pursuant to N.J.S.A. 52:34-15 shall contain a suitable warranty by the contractor that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business, for the breach or violation of which warranty the State shall have the right to annul such contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

**Subsection C10**

**Prompt Payment Act, N.J.S.A. 2A:30A**

Pursuant to the New Jersey Prompt Payment Act, N.J.S.A. 2A:30A-1 et seq., payment to the Successful Qualified Firm under any contract awarded pursuant to this RFEI shall be processed and paid as follows:

1. All consultant bills shall be either approved for payment, or notice provided as to why the bill or any portion of it will not be approved by the representative(s) of the governing body no later than the next scheduled public meeting following 20 calendar days of the billing date as defined in the statute.
2. If the billing is approved at such meeting, the bill shall be paid in the Authority's subsequent payment cycle.

**Subsection C11**

**Code of Ethical Standards**

The Authority has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is available on the State of New Jersey website at <https://www.state.nj.us/ethics/docs/ethics/uniformcode.pdf>. By submitting an Expression of Interest and Fee Proposals, the Successful Firm will be subject to the intent and purpose of said the Code and to the requirements of the State Ethics Commission.

**Subsection C12**

**Small Business Enterprise and Disabled Veteran Owned Business Programs**

**Small Business Enterprise Program**

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Small Business Enterprises ("SBE"), as determined and defined by the Division of Revenue & Enterprise Services ("Division") and the Department of the Treasury ("Treasury") in N.J.A.C. 17:13-1.1, have the opportunity to compete for and participate in the performance of consultant services. The Authority seeks participation of these SBEs in the performance of certain Orders for Professional Services (OPS). At the time of submission of its Technical Proposal, the firm must include either (1) evidence of the use subconsultants who are registered with the Division as an SBE and whose collective participation in performance of subconsultant services meets or exceeds the goal of at least twenty-five percent (25%) of the total value of any OPS awarded pursuant to this RFP, or (2) demonstration of a good faith effort to meet the goal of awarding



at least twenty-five percent (25%) of the total value of the OPS to subconsultants who are registered with the Division as an SBE.

During this procurement, as part of the fee negotiation process, firms must submit proof of their subconsultants' SBE registration(s). In the event that, prior to the time of award, a firm has not demonstrated to the Authority's satisfaction, that good faith effort was made to accomplish the above stated goal, the Authority is precluded from awarding the firm the OPS in accordance with N.J.A.C. 17:13-4.2.

After award of the OPS, in order for the Authority to monitor and report SBE participation during the course of the OPS pursuant to N.J.A.C. 17:13-1.1 et seq., the selected firm (the "Consultant") shall submit evidence of SBE participation in a form acceptable to the Authority, with each invoice for payment. Invoices for payment submitted without the completed SBE Form will not be processed.

If a Consultant, at any time during the course of an OPS, and for any reason, intends to make any additions, deletions, or substitutions of the SBE subconsultants listed on the SBE/DVOB Utilization form submitted to the Authority, the Consultant shall submit such proposed changes for approval. Any such proposed changes must comply with the requirements and procedures set forth herein.

A firm submitting a proposal shall take the following action, in accordance with N.J.A.C. 17:13-4.3, in establishing a "good faith effort" to solicit and award subconsultant contracts to eligible SBEs:

1. Firm shall attempt to locate qualified potential SBE subconsultants.
2. Firm shall request a listing of small businesses from the Division and the Authority, if none are known to the firm submitting a proposal.
3. Firm shall keep specific records of its efforts, including the names of businesses contacted and the means and results of such contacts, including receipts from certified mail and telephone records.
4. Firm shall provide all potential SBE subconsultants with detailed information regarding the solicitation, project description and specifications, including proof of advertisements in general circulation media, professional service publications and minority and women focus media.
5. Firm shall attempt, wherever possible, to negotiate lower prices with potential SBE subconsultants that submit higher than acceptable fee estimates.
6. Firm shall provide evidence of efforts made to identify work categories capable of being performed by SBEs; and
7. Firm shall provide evidence of efforts made to use the services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

**The Successful Qualified Firm shall maintain adequate records to document its efforts and shall provide same to the Authority upon request.**

#### Disabled Veteran Owned Business Enterprise Program

It is the policy of the New Jersey Turnpike Authority ("Authority") that Disabled Veteran Owned Business Enterprises (DVOBs), as determined and defined by the Division of Revenue & Enterprise Services ("Division") and the Department of Treasury ("Treasury") in N.J.A.C. 17:14-1.1, have the opportunity to compete for and participate in the performance of consultant services. The Authority seeks participation of these DVOBs in the performance of certain Orders for Professional Services (OPS). The firm's Expression of Interest must include either (1) evidence of the use of

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subconsultants who are registered with the Division as a DVOB, and whose collective participation in performance of subconsultant services meets or exceeds the goal of at least three per cent (3%) of the total value of any OPS awarded pursuant to this RFP or (2) demonstration of a good faith effort to meet the goal of awarding at least three per cent (3%) of the total value of the OPS to subconsultants who are registered with the Division as a DVOB.

During the Expression of Interest portion of this procurement, as part of the fee negotiation process, firms must submit proof of their subconsultants DVOB registrations. In the event that, prior to the time of award, a firm has not demonstrated, to the Authority's satisfaction, that a good faith effort was made to accomplish the above stated goal, the Authority is precluded from awarding the firm the OPS in accordance with N.J.A.C. 17:14-4.2.

After award of the OPS, in order for the Authority to monitor and report DVOB participation during the course of the OPS pursuant to N.J.A.C. 17:14-1 et seq., the selected firm (the "Consultant") shall submit evidence of DVOB participation in a form acceptable to the Authority, with each invoice for payment. Invoices for payment submitted without the completed DVOB Form will not be processed.

If a Consultant, at any time during the course of an OPS, and for any reason, intends to make any additions, deletions, or substitutions of the DVOB subconsultants listed on the SBE/DVOB Utilization form submitted to the Authority, the Consultant shall submit such proposed changes for approval. Any such proposed changes must comply with the requirements and procedures set forth herein.

A firm submitting a proposal shall take the following action, in accordance with N.J.A.C. 17:14-4.3, in establishing a "good faith effort" to solicit and award subconsultant contracts to eligible DVOBs:

1. Firm shall attempt to locate qualified potential DVOBs.
2. Firm shall consult the DVOB Database if no DVOBs are known to the firm.
3. Firm shall keep all documentation of its efforts, including the names of businesses contacted and the means and results of such contacts; and
4. Firm shall provide all potential subconsultants with detailed information regarding the specifications.

**The Successful Qualified Firm shall maintain adequate records to document its efforts and shall provide same to the Authority upon request.**

### **Subsection C13**

#### **Standard Supplemental Forms to be Submitted**

Qualified Firms shall submit the following completed, executed forms at the time of submission of their Expression of Interest. The following forms are available at [www.njta.com](http://www.njta.com) under *Doing Business, Engineering Professional Services, PS Supplemental Forms*.

### **Subsection C13(a)**

#### **Affidavit of Eligibility/Disclosure of Materials Litigation**

A completed **Affidavit of Eligibility/Disclosure of Material Litigation** form for review by the Authority's legal counsel shall be submitted by firms at the time of submission of their Expression of Interest for each firm, each member of a joint venture and all subconsultants. Each firm, each member of a joint venture and all subconsultants shall certify that it is not suspended, disbarred, or disqualified from bidding on any state or federal contracts. Furthermore, no litigation

shall be pending or brought against the firm that could materially affect its ability to perform the OPS described herein. Each firm shall submit a description of all litigation pending, threatened, or brought against it, including any litigation against its owners and/or principals; and shall also submit a description of any enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws.

**Subsection C13(b)**

**Small Business Enterprise/Disabled Veteran Owned Business**

Firms shall submit a Small Business Enterprise/Disabled Veteran Owned Business (SBE/DVOB) Utilization form at the time of submission of their Technical and Fee Proposals In accordance with the Authority's SBE/DVOB Programs.

**Subsection C13(c)**

**Disclosure of Investment Activities in Iran**

**N.J.S.A. 52:32-58**

A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, *prior to the time a contract is awarded* and at the time the contract is renewed, that the person or entity is not identified on the Department of 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).

The Department of Treasury's Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Proposers must review this list prior to completing the certification. If the Authority finds a person or entity to be in violation of the law, such person or entity shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**\*Note:** While the Authority acknowledges that, pursuant to N.J.S.A. 52:32-58 et seq. this certification is required prior to award of any contract, the Authority requests that Qualified Firms complete and submit the form entitled "Disclosure of Investment Activities in Iran" at the time of submission of their Expression of Interest.

**Subsection C13(d)**

**Prohibited Activities in Russia or Belarus\*\***

Prior to the time a contract is awarded, pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3), the Successful Firm must certify that neither the successful Firm, nor one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus.

If the success Firm is unable to so certify, the Firm shall provide a detailed and precise description of such activities to the Authority. Failure to provide such description will result in the Expression of Interest being rendered as non-responsive, and the Authority will not be permitted to contract with such person or entity, and if an Expression of Interest is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

\*\*The Authority requests that all Firms submit a copy of the form entitled "Certification of Non-Involvement in Prohibited Activities in Russia or Belarus with their Expression of Interest.

**Subsection C13(e)**  
**Source Disclosure Certification**

Pursuant to N.J.S.A. 52:34-13.2 (Executive Order 129 (2004)), the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Firms seeking to enter into any contract in which services are procured on its behalf must disclose:

- a) The location by country where the services under contract will be performed.
- b) Any subcontracting of services under the contract and the location by country where the subcontracted services will be performed.

This information must be disclosed on the Vendor Source Disclosure Form – N.J.S.A. 52:34-13.2 (Executive Order 129 (2004)), which is available on the Authority's website and returned with your Firm's Expression of Interest (EOI).

**Subsection C13(f)**  
**Ownership Disclosure Form**

Pursuant to N.J.S.A. 52:25-24.2, prior to the receipt of the proposal or accompanying the proposal, every corporation or partnership or limited liability company submitting a proposal shall submit a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established in this act, has been listed.

Each Qualified Firm shall submit a completed Ownership Disclosure form with the Technical and Fee Proposals.

**Subsection C13(g)**  
**Business Registration Act**

Proof of valid business registration with the State of New Jersey Department of the Treasury, Division of Revenue and Enterprise Services, shall be submitted by the Successful Qualified Firm prior to award of any OPS pursuant to this RFEOI in the form of a valid Business Registration Certificate (BRC) in compliance with N.J.S.A. 52:32-44, as amended. No OPS shall be awarded without proof of business registration with the Division of Revenue and Enterprise Services. Proposers who are registered can go to [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp) to obtain a copy of their BRC. If a Proposer is not registered, it can obtain information for registering its business with the New

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Jersey Division of Revenue by visiting the following link: <https://www.state.nj.us/treasury/revenue/busregcert.shtml>. Questions regarding this requirement should be referred to the Division of Revenue hotline @ 609-292- 9292.

A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 et seq. or that provides false information of business registration, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**\*\*\*Note:** While the Authority acknowledges that, pursuant to N.J.S.A. 52:32-44 et seq., a BRC is required prior to award of any contract, the Authority requests that Qualified Firms submit their BRCs at the time of submission of their Expression of Interest.

**Subsection C13(h)**  
**Set-Off for State Tax**

Pursuant to P.L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions that might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L.1987, c. 184 (N.J.S.A. 52:32-35), shall be stayed.

Qualified firms are requested to complete and submit a State Tax Set-Off form.

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**Subsection C13(i)**  
**Affidavit of Moral Integrity**

Firms shall complete, sign, and submit a notarized Affidavit of Moral Integrity form together with submission of their Expression of Interest.

**Subsection C13(j)**  
**Disclosure of Outstanding Work**

Firms shall complete and submit the Disclosure Forms for the prime and all subconsultants indicating outstanding work with the Authority with their Expression of Interest.

**Subsection C13(k)**  
**Recent Authority Project Experience**

Firms shall complete and submit with their Expression of Interest, the Recent Authority Experience form for the prime Firm and for each subconsultant.

**Request for Expressions of Interest**

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Supervision of Construction Services for Contract No. T200.619  
Lighting Improvements at Service Area 10S and Interchange 13A

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**ATTACHMENT D**

**N.J.A.C. 19:9-2.8 Procedures for Prequalification and Award of Contracts for  
Architectural, Engineering and Land Surveying Procedures**

**INCORPORATE REGULATIONS INTO FINAL DOCUMENT  
PRIOR TO CONVERTING TO .PDF FOR POSTING**